

**Memorandum of Agreement
between the
County of Nassau and the Sheriff's Officers Association ("ShOA")**

1. Term. January 1, 2005 through December 31, 2012
2. Wages. The following wage increases will be applied to the current salary schedule:
 - a. 2005 0.0% for all steps
 - b. January 1, 2006 3.25% for steps 1-11
 - c. July 1, 2007 3.5% for steps 1-11
 - d. April 1, 2008 1.0% for steps 1-10; 3.65% for step 11
 - e. April 1, 2009 1.0% for steps 1-10; 3.65% for step 11
 - f. April 1, 2010 1.0% for steps 1-10; 3.65% for step 11
 - g. April 1, 2011 1.0% for steps 1-10; 3.65% for step 11
 - h. April 1, 2012 1.0% for steps 1-10; 3.65% for step 11

3. Start Step 1.

Start Step 1 will be increased from \$25,000.00 per year to \$30,000.00 per year effective upon complete ratification of this agreement. The employee on Start Step 1 as of complete ratification of this agreement will be placed into the new \$30,000.00 Start Step 1 until he or she would have otherwise moved to Step 1, but no retroactive payment will be made. This Start Step will remain frozen at \$30,000.00 for the duration of the agreement. On December 31, 2012 this step will be increased to \$33,000.00 per year.

4. Retroactivity.

Retroactive wages for the period January 1, 2006 to June 30, 2007 shall be paid within 60 days from the complete ratification of this MOA. Retroactive wages for the period July 1, 2007 to the date of complete ratification of this MOA shall be paid in the first pay period in January 2009.

5. Step Adjustment.

Effective January 1, 2009, Steps 9 and 10 of all ranks on the salary schedule will be adjusted to provide that the movement from Step 8 to 9, 9 to 10 and 10 to 11 will be of equal dollar amounts. Steps 8 and 11 will remain unchanged. However, after this

adjustment, the County will continue to apply the 1% wage increase to Steps 1 through 10 as set forth in paragraph 2, above.

6. Wage Difference Between Ranks.

Effective April 1, 2008, the salary schedule will be adjusted to provide for the following difference in salary between ranks at the same step: Correction Officer to Corporal – 9%; Corporal to Sergeant – 9.25%; Sergeant to Lieutenant – 9.5%; Lieutenant to Captain – 10%.

7. Longevity.

a. Effective January 1, 2008, Longevity Pay shall be paid as follows:

i)	11 years of Completed Service	\$ 650.00
ii)	12 years of Completed Service	\$ 725.00
iii)	13 years of Completed Service	\$ 1,000.00
iv)	14 years of Completed Service	\$ 1,325.00
v)	15 years of Completed Service	\$ 1,500.00
vi)	16 years of Completed Service	\$ 1,700.00
vii)	17 years of Completed Service	\$ 1,900.00
viii)	18 years of Completed Service	\$ 2,200.00
ix)	19 years of Completed Service	\$ 2,400.00
x)	20 years of Completed Service	\$ 3,200.00
xi)	21 years of Completed Service	\$ 3,300.00
xii)	22 years of Completed Service	\$ 3,400.00
xiii)	23 years of Completed Service	\$ 3,650.00
xiv)	24 years of Completed Service	\$ 3,900.00
xv)	25 years of Completed Service	\$ 4,000.00
xvi)	26 years of Completed Service	\$ 4,200.00
xvii)	27 years of Completed Service	\$ 4,400.00
xviii)	28 years of Completed Service	\$ 4,600.00
xix)	29 years of Completed Service	\$ 4,800.00
xx)	30 years of Completed Service	\$ 5,000.00
xxi)	For each year after 30 years, \$5000.00 plus an additional \$ 300.00 per year.	

b. Effective January 1, 2009, the rates in 7(a) will continue and in addition the following rates will apply:

i)	6 years of completed service	\$400.00
ii)	7 years of completed service	\$450.00
iii)	8 years of completed service	\$500.00
iv)	9 years of completed service	\$550.00
v)	10 years of completed service	\$600.00

- c. Longevity payments will continue to be paid on the date set forth in the current collective bargaining agreement.

8. Overtime.

- a. Effective upon complete ratification of this MOA but not before July 1, 2008, overtime and holiday pay shall be calculated by dividing the employee's base annual salary by 1288 hours (1.62x).
- b. Effective January 1, 2010, overtime and holiday pay shall be calculated by dividing the employee's base annual salary by 1330 hours (1.57x).
- c. Effective January 1, 2011 overtime and holiday pay shall be calculated by dividing the employee's base annual salary by 1365 hours (1.53x).
- d. Effective January 1, 2012, overtime and holiday pay shall be calculated by dividing the employee's base annual salary by 1392 hours (1.50x).
- e. Effective January 1, 2009, the first 24 hours of overtime earned by an employee each year shall be paid in cash at the employee's straight time rate.

9. Effective January 1, 2009, Section 25-5 of the current Collective Bargaining Agreement is eliminated.

10. Overtime Cap.

- a. Effective January 1, 2009, an annual cash overtime cap will be established. Cash overtime earned by an employee over the course of a calendar year shall not exceed the equivalent of the top pay for that member's rank. This top pay shall consist of base pay, shift differential, longevity, holiday pay, and stipends that are in base pay.
- b. Ordered Overtime: Any "ordered" mandatory overtime that would otherwise exceed the overtime cap shall be paid in cash.

11. Shift Differential.

Effective April 1, 2008, shift differential payments, as set forth in Section 23-2.1 shall be paid in accordance with the following schedule effective April 1st of each year:

Year:	2008	2009	2010	2011	2012
Group 1:	\$3.20	\$3.29	\$3.39	\$3.49	\$3.60
Group 2:	\$3.54	\$3.64	\$3.75	\$3.87	\$4.00

12. Education Incentive Pay.

All members of the bargaining unit employed by the County on the date of the complete ratification of this agreement shall receive an annual education incentive pay stipend as follows:

- a. Rates:
 - i) Effective 4/1/08----\$ 375.00
 - ii) Effective 4/1/09----\$ 425.00
 - iii) Effective 4/1/10----\$ 425.00
 - iv) Effective 4/1/11----\$ 450.00
 - v) Effective 4/1/12----\$ 450.00
- b. All members of the bargaining unit hired after the complete ratification of this Agreement shall receive this education incentive pay upon certification to the Department that he or she has completed 60 college credits before April 1st of the year of eligibility.
- c. Education incentive pay shall be payable in a lump sum on or about December 1st of each year. Employees must be employed by the County on December 1 of the year in which the incentive is paid in order to receive payment for that year.
- d. Effective December 31, 2012, education incentive pay shall be incorporated into base wages.

13. Course Reimbursement and Member Legal Service Fund.

Effective January 1, 2008, two funds shall be established titled "Course Reimbursement" and "Member Legal Service Fund." Payment to the fund by Nassau County shall be made as follows:

a. Course Reimbursement.

The County shall reimburse correction officers who take college courses pursuant to criteria to be established by the parties. These criteria shall be established by June 1, 2008. In the event the parties cannot agree on the criteria the matter shall be submitted to Arbitrator Martin F. Scheinman who shall issue a final and binding award. Funds not used in any given year shall be rolled over into the following year.

The total amount of the reimbursement shall be as follows:

- i) 2008: \$62,500.00
- ii) 2009 \$75,000.00
- iii) 2010 \$87,500.00
- iv) 2011 and each year thereafter \$100,000.00

b. Legal Services Plan.

The County will allocate \$125.00 per member per year for ShOA's purchase of a legal services plan. The headcount for this purpose will be determined as January 1 for the year the money is due. This plan may be used by ShOA members only for legal and/or administrative matters wherein the County or Sheriff's Department is not a party. ShOA may determine the legal services plan to be utilized, however, in no event shall the legal services organization or firm selected engage in legal or administrative proceedings (without limitation) against the County. ShOA will notify the Director of Labor Relations in writing of the legal services plan selected pursuant to this paragraph. Upon verification that the above criteria are met, the County will pay the legal services organization directly.

14. Meal Money.

- a. Effective upon complete ratification of this MOA, meal money as provided for in Sec. 28 will be increased from fifteen (\$15.00) to twenty-five (\$25.00).
- b. Effective upon complete ratification of this MOA, the Meal Stipend for work performed outside a Nassau County Correctional Center post (e.g., posts outside the Correctional Center itself, Winthrop, etc.) shall be paid as follows:

Breakfast: \$ 10.00
Lunch: \$ 15.00
Dinner: \$ 20.00

Nothing herein shall be construed to alter the current rules and procedures as to when Meal Money or Meal Stipends are paid.

15. Sick Leave/Bonus Incentive.

A Labor/Management committee will be formed to explore a program to provide incentives to employees to reduce use of sick leave. The parties may memorialize any agreement into a stipulation which will be made part of the Collective Bargaining Agreement.

16. 207-c/Workers' Compensation.

The existing procedure on 207-c contained in the CBA shall remain in effect. However, the parties agree that the expeditious resolution of 207-c and Workers' Compensation cases is in the best interest of the parties. As a result, the parties will form a Labor/Management Committee for the purpose of reaching a mutual agreement that will modify the existing policies and procedures to expedite resolution of these cases. In the event the parties cannot agree on such policies and procedures, either side may bring the issue before Arbitrator Martin F. Scheinman. Arbitrator Scheinman will have the power to issue a final and binding decision over procedures to expedite the process.

17. Uniform Maintenance Allowance.

Effective April 1, 2009, all employees shall receive an annual Uniform Maintenance Allowance of Five Hundred dollars (\$500.00) payable in a lump sum on or about December 1st of each year for any employee who is employed by the County on that date. The County, after consultation with ShOA, shall determine the prescribed uniform (supplied by the County) to be maintained by employee, i.e. Shoes, Socks, Undershirts

18. Equipment Allowance.

Effective upon complete ratification of this MOA, the current Equipment Allowance of Five Hundred Twenty Five dollars (\$525.00) set forth in section 40-3 of the CBA shall be increased to Eight Hundred and Twenty-Five dollars (\$825.00).

19. Health Insurance.

- a. Effective upon complete ratification of this MOA Section 33-1.1 of the current CBA shall be amended to read as follows:

The County is presently a participating agency under the Government Employees Health Insurance Program available under Article XI of the Civil Service Law, and the County shall continue to pay the full cost of the premium for enrollment for its active, retired and retiring employees, pursuant to the law and regulations now in force or as hereafter amended.

- b. Effective upon complete ratification Section 33-1.7 (b) shall be deleted. Section 33-1.7(a) shall be amended as follows:

“All employees ~~hired prior to July 1, 1988~~ shall have the health insurance benefits as provided above effective on the first day of the second month following either the effective date of their employment, or the date they executed the application for such benefits, whichever is later.”

- c. Elimination of Dual Coverage. Effective as soon as practicable following the complete ratification of the MOA, bargaining unit members may not have a County health insurance plan if their spouse who is also a County employee (including but not limited to employees of the Nassau County Community College and the Nassau County Healthcare Corporation) also has a County health insurance plan. The bargaining unit member and spouse will decide which will decline coverage. If agreement cannot be reached the bargaining unit member will decline coverage (if 2 bargaining unit members, then the bargaining unit member who declines shall be per NYSHIP rule). In either event, the party declining coverage will receive the applicable buyback. If the out of pocket costs that would have been covered by the spouse’s plan exceeds the value of the buyback, the County shall reimburse the employee. Alternatively, the County may elect to maintain dual health coverage if it anticipates that the out of pocket costs is such that it is economically efficient to do so.

20. Optical Benefits Package for Retirees.

Effective upon the complete ratification of this agreement, Section 33-5.3 shall be amended to replace “12/31/04” with “December 31, 2012.” All other provisions of this section shall remain unchanged.

21. Domestic Partner Benefits.

Effective as soon as practicable following complete ratification of this MOA, the County will extend health insurance benefits to domestic partnerships in the same manner as it has provided to PBA, DAI and SOA.

22. Union Release.

The current practice and procedure with respect to Union Release time will be continued and incorporated into the collective bargaining agreement. The Union will also be provided an additional 65, 8 hour shifts per year of release time (pro-rated for 2008, upon complete ratification of this MOA). It is understood that all release time will be used for Union related duties.

23. Holiday Compensation Days.

Upon complete ratification of this MOA, holiday Compensation days no longer need to be taken within one year after the Holiday in question, employees shall be allowed to carry these days from year to year. These Holiday Compensation days may not be converted to cash under any circumstances.

24. Section 37-4.1 (Surviving Health Insurance Benefit).

The parties shall establish a committee to investigate the terms by which health insurance may be provided by the County to a bargaining unit member’s spouse, domestic partner or dependent in cases where the bargaining unit member dies in the line of duty. Any recommendations reached by the Committee shall be submitted to the County Executive and Union President.

25. Retiree Pay for Services after Separation.

Effective upon complete ratification of this MOA, any bargaining unit member who is retired from County service and is subpoenaed or directed to return by the County to appear at any Trial, Hearing or other Judicial or Administrative Proceeding, shall be paid at the prevailing rate for the rank that said employee retired from. This shall not apply to any retired employee who is a defendant or respondent in a proceeding.

26. Employee Donation of Time.

Effective upon complete ratification of this MOA, Section 38-11.6 of the current C.B.A. shall be amended to include: “donation of time to any employee in need pursuant to Section 51 shall not effect this provision.”

27. Uniform Allowance.

Effective upon complete ratification of this MOA, delete Section 30-2 and replace with: “In the event the County determines to supply uniforms, it shall be obligated to supply the employee with new unused uniforms the County deems necessary to perform the employees’ work.”

28. Formation of a Health and Safety Committee.

Effective upon complete ratification of this MOA, the following sentence will be added to the end of Section 14-1: A Labor/Management committee will be established and meet periodically for the purpose of discussing matters covered by this clause.

29. Lag Payroll.

Upon complete ratification of this MOA, each bargaining unit member who had his or her pay lagged as a result of the 2003 Lag Payroll, may select to have the 10 days that were lagged placed into his/her 480 hours of compensatory time pursuant to the compensatory leave accrual. In the event the affected member does not elect to utilize the above-described option, he or she shall receive payment for the 10 days lagged upon separation from service, as is the current process. Regardless of which option is chosen, however, the member may not cash out such time until retirement. The parties will agree on a process and time frame for such selection by the bargaining unit member. All litigation on this matter will be withdrawn with prejudice by ShOA.

30. Termination Pay.

Effective January 1, 2009, termination pay shall not exceed two times an employee’s salary (defined as base salary, longevity, shift differential and holiday pay, and any other disbursements) in his or her final year of service. These changes shall not apply to any deferred monies owed as a result of the lag payroll or to any wage delays imposed in this agreement.

31. Re-Opener Clause.

In the event the CSEA does not reduce its overtime rate to 1.5x, ShOA may reopen negotiations by submitting this matter to Martin F. Scheinman who will issue a final and binding decision.

32. Arbitrator’s Fees.

Arbitrator’s fees shall be paid in accordance with the fee schedule currently used by the Nassau County P.B.A

33. Contract Grievances.

Effective upon complete ratification of this MOA, Section 20 of the CBA shall be amended to provide that Contract Grievance decisions by the arbitrator shall be final and

binding on the parties. This will apply to all matters for which an arbitration hearing has not commenced as of the date of complete ratification of the MOA.

34. Contract Grievance and Disciplinary Arbitration Panels.

Sections 20-1.4 and 10-9.1 of the current CBA shall be amended to provide that either side may strike 2 arbitrators during the term of the CBA.

35. Grievance Mediation.

The parties agree to jointly select a mediator to assist in resolving any back log of grievances.

36. Illegal Drug, On the Job Alcohol, and Illegal Steroid Testing.

The parties shall establish a program for random testing of illegal drugs, on the job alcohol use, and illegal steroids. The procedures, standards and due process shall be agreed upon by the parties. In the event the parties cannot agree on procedures, standards or due process, either side may submit the matter Arbitrator Martin F. Scheinman who will issue a final and binding award. This policy will be implemented no later than January 1, 2009.

37. Shift and Charts.

The parties will form a Labor/Management committee to discuss alternate shifts and charts.

38. Disputes.

Any disputes regarding the terms of this MOA shall be submitted to Martin F. Scheinman who will issue a final and binding award.

39. Improper Practice Charges.

ShOA's Improper Practice Charges U-26885, U- 27915 and U-27695 shall be withdrawn with prejudice upon complete ratification of this MOA.

40. Ratification.

This MOA is subject to ratification by the membership of ShOA and by the Nassau County Legislature.

Dated: March 6th, 2008

For ShOA:

Michael F. Adams, President

Brian Sullivan, 1st Vice President

Phil Zorn, 2nd Vice President

John Jaronczyk, 3rd Vice President

Richard Clarke, 4th Vice President

For Nassau County:

Daniel McCray, Director
Labor Relations