

**STIPULATION OF AGREEMENT
BETWEEN
THE COUNTY OF SUFFOLK
AND
SUFFOLK COUNTY CORRECTION OFFICERS ASSOCIATION
BARGAINING UNIT NO. 10**

It is hereby stipulated and agreed, by and between the County of Suffolk ("County") and the Suffolk County Corrections Officers Association ("COA") that all terms and conditions of employment as contained in the parties' January 1, 2011 through December 31, 2018 collective bargaining agreement ("CBA"); shall remain unchanged except as specifically modified herein.

1. **Term:** Six (6) years - January 1, 2019 through December 31, 2024.
2. **Base salary:** Base salaries shall be increased as follows:

| | |
|---------------------------|-------|
| Effective January 1, 2019 | 0.00% |
| Effective January 1, 2020 | 2.00% |
| Effective July 1, 2021 | 1.50% |
| Effective July 1, 2022 | 1.75% |
| Effective July 1, 2023 | 2.00% |
| Effective July 1, 2024 | 2.75% |
3. **Pay Scale:** Effective upon full ratification of this Agreement, the wage scale for all employees hired after June 5, 2015 shall be as set forth in Attachment A.
4. **Sick Leave:** Effective upon full ratification of this Agreement, employees hired after June 5, 2015 and before the full ratification of this agreement shall no longer be credited with sick time for each day on which they are actually ill and unable to work and instead will be credited with an annual entitlement of 13 days on January 1 beginning January 1, 2021 in accordance with the provisions of Section 8.7 of the Collective Bargaining Agreement. Employees hired after June 5, 2015 and before the full ratification of this Agreement shall, upon the full ratification of this Agreement, be credited with 6 sick days for the remainder of 2019 and 13 sick days for 2020. Employees hired after June 5, 2015 and before the full ratification of this Agreement shall be credited with 3 sick days for each year worked, however, if an employee was credited with 11 sick days in a given year, he/she shall only be credited with 2 sick days for that year, if an employee was credited with 12 sick days in a given year, he/she shall be credited with only 1 sick day for that year and if an employee was credited with 13 or more sick days in a given year, he/she will not be credited with any sick days for that year. Unused accumulated sick leave will be paid for by the County upon retirement, or upon death, in accordance with the provisions of Section 8.8 of the Collective Bargaining Agreement.

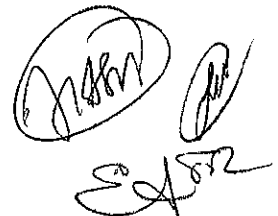
Effective upon full ratification of this Agreement, employees hired after June 5, 2015 and before the full ratification of this Agreement who have used all of their sick leave will be granted extended sick leave in accordance with the provisions of Section 8.7 of the Collective Bargaining Agreement, however, for an illness in 2019 extended sick leave will be granted at the rate of one pay period at half pay for either each year of continuous service completed or eight pay periods, whichever is longer, for an illness in 2020, extended sick leave will be granted at the rate of one pay period at half pay for either each year of continuous service completed or six pay periods, whichever is longer and for an illness from 2021-2024, extended sick leave will be granted at the rate of one pay period at half pay for either each year of continuous service completed or four pay periods, whichever is longer

Effective upon full ratification of this Agreement, employees hired after the full ratification of this Agreement shall be credited sick time in accordance with the provisions set forth in Section 8.7 of the Collective Bargaining Agreement and unused accumulated sick leave will be paid for by the County upon retirement, or upon death, in accordance with the provisions of Section 8.8 of the Collective Bargaining Agreement.

All accrued sick rules contained in the Collective Bargaining Agreement which apply for Officers hired prior to February 28, 2009 will also apply for Officers hired after June 5, 2015.

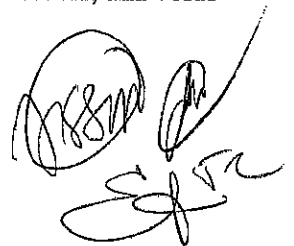
5. **Benefit Fund:** Effective upon the full ratification of this Agreement, delete Section 7.5(A)(3) of the Collective Bargaining Agreement.
6. **Clothing:** Effective January 1, 2020, the clothing allowance set forth in Section 10(B) of the Collective Bargaining Agreement shall be increased by \$300.
7. **Longevity:** Longevity shall be increased as follows:

| | |
|---------------------------|--|
| Effective January 1, 2020 | \$350 at years 5, 10, 15, 20, 25 and 30. |
| Effective January 1, 2021 | \$100 at years 10, 15, 20, 25 and 30. |
| Effective January 1, 2022 | \$100 at years 15, 20, 25 and 30. |
| Effective January 1, 2023 | \$100 at years 20, 25 and 30. |
| Effective January 1, 2024 | \$100 at years 20, 25 and 30. |
8. **Stipends:** Effective January 1, 2020, an annual stipend of \$1,000 shall be paid to all employees assigned to the SERT team. The supplemental tasks stipend shall not increase the members "rate of pay" for other compensation calculations.
9. **Investigator Salary Charts:** Effective January 1, 2020, the Investigator salary charts shall be amended to reflect that Investigators shall receive 5% in Step 1, 6% in Step 2, 7% in Step 3 and 8% in Step 4 of a CO1 salary.
10. **Personal Leave:** Effective upon full ratification of this Agreement, personal leave will be pro-rated for each month of service, in the employee's year of separation, for all months up to an including the month in which they separate.

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'John' and another more stylized signature, with the initials 'EJ 10/2' written below them.

11. **Education:** Effective upon full ratification of this Agreement, Section 5.3 of the Collective Bargaining Agreement shall be amended for employees hired after June 5, 2015 who successfully complete or have completed the Suffolk County Correction Officer Academy and don't/didn't receive college credits for same to reduce the required amount of college credits to 99.
12. **Sick Leave Management Program:** Effective upon full ratification and approval of this Agreement, the following language shall be added to Appendix F, Section C(2)(a): "An employee who has been designated a Sick Leave Abuser for the first time shall be eligible to work overtime after ninety (90) days provided the employee does not use sick leave during the period the employee is designated a Sick Leave Abuser."
13. **Compensatory Time, Use Of:** Effective upon full ratification of this Agreement, Section 6.10 of the Collective Bargaining Agreement shall be amended to add the following to the first sentence: "except, that employees on military leave shall be permitted to exceed the 10 day maximum."
14. **X_Days:** Effective January 1, 2020, the first section of Section 8.1(F) of the Collective Bargaining Agreement shall be amended to read as follows: "Employees working a straight five day fixed day shift (5 on 2 off; 5 on 2 off) will receive seven (7) additional days, called "X-days", scheduled at the discretion of the County." The fourth sentence shall be amended as follows: "X-days will be prorated in the first and last year for those entitled, however, employees shall not receive X-days for the period that they are in the academy."
15. **Representative Compensation:** Effective January 1, 2020, all SCCOA Executive Board members will receive an annual \$2,500 stipend for work performed on their days off, except, the President of the SCCOA's stipend is effective January 1, 2023.
16. **Paperless Pay Stub Agreement:** Within 90 days of the full ratification of this Agreement, the parties shall execute a Memorandum of Agreement to allow for a paperless paystub program where paystubs would be sent electronically to employees.
17. **Temporary Assignments:** Effective upon the full ratification of this agreement, the Warden has the ability to temporarily assign new recruits until movement opens, not more than one year.
18. **Reopener:** The COA will be entitled to re-open negotiations over terms and conditions of employment in the event that the DSPBA agrees to a collective bargaining agreement or is awarded through interest arbitration a change in overall terms and conditions of employment for the period 2019-2024 inconsistent with the pattern set forth in this 2019-2024 Agreement.

This agreement reflects the complete agreement of the parties and shall not be amended except by written instrument signed and ratified by both parties. This agreement replaces, supersedes, and voids any prior agreements between the parties to the contrary.



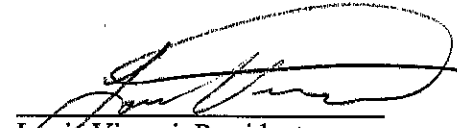
Should any provision in this agreement be found to be unlawful or unenforceable by a court of competent jurisdiction the remainder of the agreement shall remain in full force and effect and the parties shall immediately commence negotiations to replace the invalidated provision with a comparable, legal clause.

All provisions of this agreement are subject to the ratification of the Suffolk County COA and shall not become effective until the appropriate ratification has occurred.

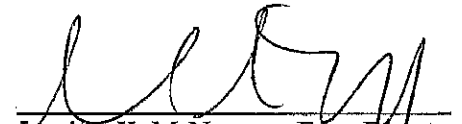
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

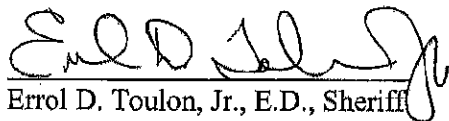
Dated: July 10, 2019

FOR THE ASSOCIATION:


Louis Viscusi, President
SC Correction Officers Association

FOR THE COUNTY:


Jennifer K. McNamara, Esq., Director
Suffolk County Executive:
Office of Labor Relations


Errol D. Toulon, Jr., E.D., Sheriff
Office of the Sheriff

ATTACHMENT A

| <u>Step</u> | <u>Current</u> | Effective <u>7/17/2019</u> | Effective <u>1/1/2020</u> | Effective <u>1/1/2021</u> | Effective <u>1/1/2022</u> | Effective <u>1/1/2023</u> | Effective <u>7/1/2024</u> |
|-------------|----------------|-------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1 | 30,000 | 33,000 | 33,000 | 33,000 | 33,000 | 33,000 | 33,000 |
| 2 | 31,375 | 35,113 | 35,240 | 35,367 | 35,494 | 35,621 | 36,043 |
| 3 | 32,750 | 37,227 | 37,481 | 37,734 | 37,988 | 38,242 | 39,086 |
| 4 | 34,125 | 39,340 | 39,721 | 40,102 | 40,482 | 40,863 | 42,129 |
| 5 | 35,500 | 41,454 | 41,961 | 42,469 | 42,976 | 43,484 | 45,172 |
| 6 | 36,875 | 43,567 | 44,201 | 44,836 | 45,470 | 46,105 | 48,215 |
| 7 | 38,250 | 45,680 | 46,442 | 47,203 | 47,964 | 48,726 | 51,257 |
| 8 | 39,625 | 47,794 | 48,682 | 49,570 | 50,458 | 51,347 | 54,300 |
| 9 | 41,000 | 49,907 | 50,922 | 51,937 | 52,953 | 53,968 | 57,343 |
| 10 | 43,513 | 52,021 | 53,163 | 54,305 | 55,447 | 56,589 | 60,386 |
| 11 | 46,025 | 54,134 | 55,403 | 56,672 | 57,941 | 59,210 | 63,429 |
| 12 | 48,538 | 56,247 | 57,643 | 59,039 | 60,435 | 61,831 | 66,472 |
| 13 | 51,051 | 58,361 | 59,884 | 61,406 | 62,929 | 64,451 | 69,515 |
| 14 | 53,563 | 60,474 | 62,124 | 63,773 | 65,423 | 67,072 | 72,558 |
| 15 | 56,076 | 62,588 | 64,364 | 66,141 | 67,917 | 69,693 | 75,601 |
| 16 | 58,589 | 64,701 | 66,604 | 68,508 | 70,411 | 72,314 | 78,644 |
| 17 | 61,101 | 66,815 | 68,845 | 70,875 | 72,905 | 74,935 | 81,687 |
| 18 | 63,614 | 68,928 | 71,085 | 73,242 | 75,399 | 77,556 | 84,730 |
| 19 | 66,127 | 71,041 | 73,325 | 75,609 | 77,893 | 80,177 | 87,772 |
| 20 | 68,639 | 73,155 | 75,566 | 77,976 | 80,387 | 82,798 | 90,815 |
| 21 | 71,152 | 75,268 | 77,806 | 80,344 | 82,881 | 85,419 | 93,858 |
| 22 | 73,665 | 77,382 | 80,046 | 82,711 | 85,375 | 88,040 | 96,901 |
| 23 | 76,177 | 79,495 | 82,287 | 85,078 | 87,870 | 90,661 | 99,944 |
| 24 | 78,690 | 81,608 | 84,527 | 87,445 | 90,364 | 93,282 | 102,987 |