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**Contract Database Metadata Elements**

Title: **Nassau, County of and Nassau County Correction Officers Unit, Sheriffs Officers Association (ShOA), (2013) (SOA)**

Employer Name: **Nassau, County of**

Union: **Nassau County Correction Officers Unit, Sheriffs Officers Association (ShOA)**

Effective Date: **01/01/13**

Expiration Date: **12/31/15**

PERB ID Number: **9381**

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STIPULATION OF AGREEMENT ("AGREEMENT") made and entered into as of the \_\_\_ day of July, 2009, by and between the COUNTY OF NASSAU, a municipal corporation in the State of New York, having its principal place of business at 1550 Franklin Avenue, Mineola, New York (hereinafter referred to as "COUNTY"), and the SHERIFF'S OFFICERS ASSOCIATION, INC. an employee organization having its principal place of business at 960 South Broadway, Suite 114 Hicksville, NY 11801 (hereinafter referred to as "SHOA");

WHEREAS, the parties are signatories to a Collective Bargaining Agreement that set forth certain terms and conditions under which ShOA unit members shall work and perform their duties (hereinafter referred to as "contract" or "CBA"); and

WHEREAS, the parties' current contract is due to expire December 31, 2012; and

WHEREAS, the parties desire to enter into an agreement that extends and/or amends the current CBA through December 31, 2015, setting forth wages to be paid to SHOA unit members and certain other terms, conditions and standards of employment.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises as herein contained, the parties hereto bind themselves and agree as follows:

1. The provisions of the present CBA, covering the period January 1, 2005 through December 31, 2012 (referred to herein as the "CBA"), shall remain in full force and effect during the course of this agreement unless explicitly modified by the terms of this agreement.

2. Term

The term of this agreement shall be from the date of complete ratification through December 31, 2015.

3. Wages

Wages shall be paid in accordance with the following:

- a. Effective January 1, 2013 an increase of 3.5% for all steps.
- b. Effective January 1, 2014 an increase of 3.5% for all steps.
- c. Effective January 1, 2015 an increase of 3.75% for all steps.

4. Lag Payroll

Upon ratification of this agreement by the ShOA membership and execution by the County Executive, the County may implement a two-week lag payroll in 2009, including all monies contained in the biweekly pay check (e.g., base, shift differential, stipends, etc.). The County will implement the lag payroll in the

same manner and on the same lagged pay dates as it is for the other unions (i.e., CSEA, PBA, DAI and SOA) and ordinance employees. Any and all incremental step increases and contractual wage increases will be reflected in the pay check issued for period in which the increase date falls. This 10 day contractual deferral will be banked and paid to employees on separation from the County at their then current rate of pay.

5. Wage Deferrals.

- a. Wage increases owed for the period April 1, 2010, to November 1, 2010, will be paid in the first pay period of 2014, or upon separation of service, whichever occurs first.
- b. Wage increases owed for the period April 1, 2011, to November 1, 2011, will be paid in the first pay period of 2015, or upon separation of service, whichever occurs first.

6. Education and Clothing Allowance

All ShOA members will defer their uniform maintenance (\$500) and education allowance (\$425-\$450) in 2009, 2010 and 2011. The amounts deferred in 2009 will be repaid the first pay period of 2013; the amounts deferred in 2010 will be repaid in the first pay period of 2014; and the amounts deferred in 2011 will be repaid the first pay period of 2015. ShOA members will have these amounts repaid upon separation of service if such date is earlier than the dates referred to above.

7. Overtime Denominator

On January 1, 2010, overtime and holiday pay shall be calculated by dividing the employee's base annual salary by 1392 hours (1.50x).

8. Sick Leave Accrual

SHOA members may accrue 235 days of sick leave for payout purposes.

9. Start Steps

Currently active ShOA members who were in the Start Step in 2006 and 2007 shall receive payment for the collective bargaining increases applied to the start step in those years (3.25% for 2006 and 3.5% for 2007). This payment will be made within 60 days after complete ratification of this agreement.

10. Investigators

Effective January 1, 2013, Investigators in the offices of MIU, CIU, IAU and GIU shall receive a stipend of \$150 per pay period. In addition, this stipend shall apply to any ShOA member who is explicitly designated on or after January 1,

2013, by the Sheriff in his or her sole discretion to be an investigator. This stipend shall not be applied to base pay.

11. Lawsuits

Finston V. Reilly, CV 03-2825, shall be withdrawn with prejudice.

12. Line of Duty Death

The County shall provide 100% health insurance coverage to the dependents of ShOA members who die in the line of duty. This will be implemented effective upon complete ratification for any member who died in the line of duty since March 16, 2005. All prior MOAs regarding health insurance shall be incorporated into the collective bargaining agreement.

13. Step Jump

- a. Effective January 1, 2009, Class of #81 will move forward from Step 7 to Step 8 upon complete ratification of the contract. Retroactive payments due and owing will be paid 60 days after complete ratification of this agreement.
- b. Effective January 1, 2012, any ShOA member not yet at top pay will skip the second to last step (Step 10) and move directly to Step 11. This provision will expire on December 31, 2015. Effective December 31, 2015 Step 10 shall be eliminated.

14. Personal Property Cap

Effective January 1, 2010, the personal property cap contained in Section 31-2.1 will be changed from \$150 to \$1,500.

15. Shift Differential

Effective January 1, 2013 shift differential payments, as defined in Section 23-2.1 of the current C.B.A., shall be paid in accordance with the following schedule effective January 1<sup>st</sup> of each year:

Year:	2013	2014	2015
Group 1:	\$3.73	\$3.86	\$4.00
Group 2:	\$4.14	\$4.28	\$4.45

16. Health Insurance

The County will continue to pay for and maintain full health insurance benefits and level of benefits in the same manner as required by the CBA.

17. Optical for Retirees

The provision contained in Section 33-5.3 will expire December 31, 2015.

18. Ratification.

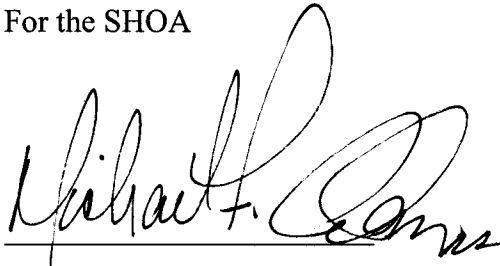
It is further agreed by and between the parties that this Agreement shall not become effective until the ratification by the SHOA membership and approved by the Nassau County Legislature.

19. Disputes

Any disputes concerning this agreement shall be submitted to arbitrator Martin F. Scheinman who shall issue a final and binding decision.

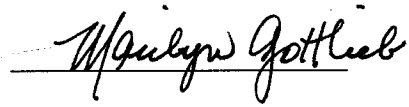
For the SHOA

For the County



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Michael F. Adams, President



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Chief Deputy County Executive