

SUFFOLK COUNTY LEGISLATURE



Robert Lipp
Director

BUDGET REVIEW OFFICE

December 14, 2014

To: Legislator Robert Calarco, Chair of the Government Operations, Personnel, Housing and Consumer Protection Committee, Presiding Officer DuWayne Gregory and All Suffolk County Legislators

From: Robert Lipp, Director 
Budget Review Office

Subject: **Analysis of IR No. 2164-2014: Approving the Suffolk County Detective Investigators Police Benevolent Association (DIPBA) Contract for 2011-2018**

This memo was written at the request of the “*Government Operations, Personnel, Housing and Consumer Protection Committee*,” at their meeting on December 10, 2014. The purpose of this memo is to provide the Legislature with an analysis of the agreement between the County Executive and the Detective Investigators Police Benevolent Association (DIPBA). That agreement was signed on December 2, 2014, and represents a new labor contract for the period of January 1, 2011 to December 31, 2018. Accompanying this memo you will also find a copy of the companion Introductory Resolution No. 2164 of 2014, followed by the actual DIPBA agreement, and the County Executive’s fiscal impact statement.

Overview

The following table summarizes our findings. It should be noted that we calculate the impact of only those items that have a fiscal impact which can be quantified. Through 2018, the length of the contract, we estimate the total cost to be just under \$5.8 million. There are currently 47 members in the DIPBA. On a per member basis the total cost translates into additional compensation of \$122,478.

The net cost is estimated to be \$4.6 million. The \$1.2 million difference between total and net cost represents savings, mostly from deferrals, which will likely be paid upon separation. Our fiscal impact does not account for the cost of deferred compensation beyond the term of the contract. However, if members were reimbursed in 2020, the cost is estimated to be over \$1.32 million or an average payout of approximately \$28,000 per member.

In comparison, the County Executive’s fiscal impact calculated a total cost of \$6.65 million and a net cost of \$4.47 million. The Executive’s total cost is \$890,000 higher than our estimate, but their net cost is \$150,000 less. Given the numerous assumptions that go into these calculations, we believe our differences to be minor and consider the Executive’s fiscal impact to be reasonable.

In terms of affordability, when we account for no increase over the first three years (2011-2013) and deferrals, there is almost no impact on the budget until 2016.

Finally, in this memo we have also calculated annual percentage increases in base pay or permanent salary for top step employees. The average annual increase, if measured from the current year (2014), is 4.0% per year. However, since the agreement starts at the beginning of 2011, three years of no increase reduces the average to 2.5% per year. It should be noted that increases are higher for those who are not at top step. For all 47 current members the increase in base pay is estimated to average 5.4% per year if measured from 2014, and 3.3% if measured from 2011.

Fiscal Impact of Detective Investigators Police Benevolent Association (DIPBA) Agreement						
Titile	2014	2015	2016	2017	2018	Total
1. Wages	\$304,818	\$657,922	\$1,009,064	\$1,397,388	\$1,669,211	\$5,038,403
2. Longevity	\$2,000	\$4,000	\$98,875	\$105,425	\$107,975	\$318,275
3. Benefit Fund	\$2,785	\$5,880	\$10,451	\$12,052	\$12,052	\$43,220
4. Retirement	\$0	\$0	\$47,310	\$83,790	\$125,182	\$256,283
5. Social Security	\$6,807	\$14,341	\$20,183	\$27,697	\$31,248	\$100,276
TOTAL COST	\$316,410	\$682,143	\$1,185,883	\$1,626,352	\$1,945,668	\$5,756,456
6. Savings	\$0	\$539,956	\$441,523	\$190,238	(\$34,931)	\$1,136,785
NET COST	\$316,410	\$142,186	\$744,361	\$1,436,115	\$1,980,599	\$4,619,671

In what follows, we present detail on each of the components in the above table.

I. Wages: Permanent and Other Salaries

Permanent Salaries

Sections 2, 5.a.b., 8.a.b., and 15 of the Agreement

The proposed contract includes annual percentage raises as well as dollar amount raises that vary per title. The dollar amount increases are to the top step salary for each title and are included in each employee’s base pay going forward. The following chart shows the increases in base pay over the life of the contract.

Type of Increase	2011	2012	2013	2014	2015	2016	2017	2018
Percentage Increase <i>(Section 2 of the Agreement)</i>	0%	0%	0%	1.5% on Jan. 1 1.5% on Jun. 1 1.5% on Dec. 1	1.5% on Jun. 1 1.75% on Dec. 1	1.5% on Jan. 1 1.75% on Jun. 1	1.5% on Jan. 1 1.75% on Jun. 1	1.5% on Jan. 1 1.75% on Jun. 1
Dollar Increase: Productivity <i>(Sections 5.a.b. of the Agreement)</i>	\$0	\$0	\$0	\$1,154 - \$1,858	\$1,154 - \$1,858	\$0	\$0	\$0
Dollar Increase: Compensatory Time <i>(Sections 8.a.b. of the Agreement)</i>	\$0	\$0	\$0	20 hours pay at 4/1/14 rate	40 hours pay at 4/1/15 rate	\$0	\$0	\$0
Dollar Increase: Education <i>(Section 15 of the Agreement)</i>	\$0	\$0	\$0	\$1,391-\$2,240	\$0	\$0	\$0	\$0

The next chart lists the difference between annual base pay under the proposed contract and the current salary schedule. There is no impact from 2011 to 2013; the base pay or permanent salary cost of the contract from 2014 to 2018 is a little over \$5 million.

Increased Cost in Base Salary from 2014 to 2018								
Title	No. Emp	Gr	2014	2015	2016	2017	2018	Total
ASST SPECIAL INVESTIGATOR	6	21	\$13,954	\$35,522	\$74,872	\$111,108	\$163,100	\$398,556
DETECTIVE INVESTIGATOR	26	26	\$202,376	\$423,049	\$612,751	\$838,464	\$959,776	\$3,036,417
DISTRICT ATTORNEY INVESTIGATOR	5	21	\$18,081	\$48,131	\$83,131	\$107,731	\$137,801	\$394,875
SENIOR DETECTIVE INVESTIGATOR	5	29	\$45,222	\$96,044	\$137,320	\$187,582	\$213,959	\$680,126
SPECIAL INVESTIGATOR	5	26	\$25,186	\$55,176	\$100,991	\$152,504	\$194,574	\$528,430
TOTAL	47		\$304,818	\$657,922	\$1,009,064	\$1,397,388	\$1,669,211	\$5,038,403

The following chart shows the average annual base salary for top step employees by title as well as the annual percentage increase over the previous year. The average annual increase, if measured from the current year (2014), is 4.0% per year. However, since the previous contract expired at the end of 2010, three years of no increase included in the agreement reduces the average to 2.5% per year. Increases are higher for those who are not at top step. For all 47 current members the increase in base pay (implicit in the previous table) averages 5.4% if measured from 2014, and 3.3% if measured from 2011.

In terms of affordability, no increase over the first three years (2011-2013) and an average increase of 2.5% in 2014 are manageable. The cost of the contract is back loaded in that increases in top step base pay rise to 3.3% in 2015, 5.1% in 2016 and 5.5% in 2017, but then equal 3.6% in 2018.

Annual Top Step Base Salaries by Title from 2011-2018											
Title		2011	2012	2013	2014	2015	2016	2017	2018	Average	
										5-years (2014-18)	8-years (2011-18)
ASST SPECIAL INVESTIGATOR	Annual Salary	\$107,819	\$107,819	\$107,819	\$110,545	\$113,918	\$119,691	\$126,307	\$130,822		
	% Annual Inc.	0.0%	0.0%	0.0%	2.5%	3.1%	5.1%	5.5%	3.6%	3.9%	2.5%
DETECTIVE INVESTIGATOR	Annual Salary	\$132,757	\$132,757	\$132,757	\$136,115	\$140,478	\$147,597	\$155,755	\$161,323		
	% Annual Inc.	0.0%	0.0%	0.0%	2.5%	3.2%	5.1%	5.5%	3.6%	4.0%	2.5%
DISTRICT ATTORNEY INVESTIGATOR	Annual Salary	\$98,380	\$98,380	\$98,380	\$100,883	\$105,976	\$111,346	\$117,501	\$121,701		
	% Annual Inc.	0.0%	0.0%	0.0%	2.5%	5.0%	5.1%	5.5%	3.6%	4.4%	2.7%
SENIOR DETECTIVE INVESTIGATOR	Annual Salary	\$154,194	\$154,194	\$154,194	\$158,093	\$162,916	\$171,172	\$180,633	\$187,090		
	% Annual Inc.	0.0%	0.0%	0.0%	2.5%	3.1%	5.1%	5.5%	3.6%	3.9%	2.5%
SPECIAL INVESTIGATOR	Annual Salary	\$130,927	\$130,927	\$130,927	\$134,249	\$139,813	\$146,897	\$155,017	\$160,558		
	% Annual Inc.	0.0%	0.0%	0.0%	2.5%	4.1%	5.1%	5.5%	3.6%	4.2%	2.6%
AVERAGE	Annual Salary	\$133,038	\$133,038	\$133,038	\$136,404	\$140,915	\$148,056	\$156,239	\$161,824		
	% Annual Inc.	0.0%	0.0%	0.0%	2.5%	3.3%	5.1%	5.5%	3.6%	4.0%	2.5%

Other Salaries

DIPBA members are entitled to additional compensation besides their permanent salary. Based on the last three years of W-2 data provided to us by the Department of Audit and Control, payments to DIPBA members other than permanent salary, longevity pay and separation pay comprised an average of 2.45% of total compensation. Most of this additional pay is for overtime pay.

Other Salaries (excludes permanent salary, longevity and separation pay)						
	2014	2015	2016	2017	2018	Total
Increase in Other Salaries	\$7,468	\$16,119	\$24,722	\$34,236	\$40,896	\$123,441

2. Longevity

Sections 11.a.b. of the Agreement

- Section 11.a. of the agreement increases longevity by \$25 per year for each year of global service (not just as a member of DIPBA). Successive \$25 increases per year of service are included in 2013, 2014 and 2015. Increases shall not become effective until January 1, 2016. Longevity shall be increased an additional \$50 on December 31, 2018 and \$25 will be deferred until January 1, 2020.
 - ✓ Longevity is paid for each year of global longevity service. Based upon 2013 W-2 data, the average member was paid \$12,243. For illustrative purposes, a member with 30 years of service (slightly less than the average) is currently receiving \$11,250. By the end of this agreement that will increase to \$19,750 per year (of which \$25 is deferred to 2020 or at separation).
- Section 11.b. Effective January 1, 2014 unit members shall receive an additional \$2,000 after completing 20 years as an DIPBA unit member.

Longevity						
Year	2014	2015	2016	2017	2018	Total
Cost of Increase in Longevity	\$2,000	\$4,000	\$98,875	\$105,425	\$107,975	\$318,275

3. Benefit Fund

Section 6 of the Agreement

This section of the agreement provides that the County will contribute to the PBA Benefit Fund an amount which remains equal to the PBA contribution and includes increases that are identical to those set forth in the PBA Memorandum of Agreement dated September 6, 2012. The current 2014 benefit fund contribution made for each member of the DIPBA is \$1,905. The agreement will enhance benefit fund contribution rates for each member to \$1,964 in 2014, \$2,030 in 2015, \$2,127 in 2016, and \$2,161 in both 2017 and 2018. This represents increases of \$256 per member, or \$59 in 2014, an additional \$55 in 2015, \$97 in 2016 and \$34 in 2017.

The agreement also includes language which dictates that the County shall not be required to make benefit fund contributions when the fund reserves exceed 32 months; shall make one half the normal fund contribution when the reserve is less than 32 months and greater than 24 months; and make the full contribution when the reserve falls below 24 months until it again reaches 32 months reserves.

The following chart shows the increased cost of benefit fund contributions for DIPBA members by year. We assume (1) that the full contribution is made (reserves remain below 24 months) and (2) the DIPBA membership remains static at 47 members for the life of this agreement. As seen in the following table, the County will incur an additional cost of \$43,220, in the aggregate, over the life of the agreement, as compared to its benefit fund contribution liability at the current rate of \$1,905 annually.

Benefit Fund Contribution Cost						
Cost by Year	2014	2015	2016	2017	2018	Total
Cost with Existing Contract	\$89,535	\$89,535	\$89,535	\$89,535	\$89,535	\$447,675
Cost with Proposed Contract	\$92,320	\$95,415	\$99,986	\$101,587	\$101,587	\$490,895
Total Additional Cost	\$2,785	\$5,880	\$10,451	\$12,052	\$12,052	\$43,220

4. Retirement

The County's contribution to the New York State Local Retirement System, consisting of the Employees Retirement System (ERS) and the Police and Fire Retirement System (PFRS) is based on a percentage of salaries for the preceding year. Consequently, the first year impacted by the DIPBA contract is 2016 since the 2015 Annual Invoice, based upon actual salaries through March 2014, has been finalized and will be paid in February 2015. The County currently makes pension fund contributions for thirteen of the forty-seven DIPBA members. For the purpose of estimating the fiscal impact to the County with respect to retirement system contributions for those thirteen members, we have reduced the contribution rates by 0.5% annually. New York State anticipates lowering contribution rates in the upcoming years; however, the maximum yearly decrease in Suffolk's rate is limited to 0.5% as a result of the County's participation in the "enhanced" amortization program. Assuming the contribution rate decreases by the maximum 0.5% amount each year, retirement costs are expected to rise as shown in the following table.

Retirement (Change in County Contribution)							
	2014	2015	2016	2017	2018	2019	Total
<i>Pension Liability Incurred</i>	\$35,962	\$69,557	\$104,523	\$135,403	\$151,220		\$496,665
County Budget Year Payment Due		\$0	\$53,351	\$89,155	\$129,911	\$163,756	\$436,173

5. Social Security

The employer's contribution for the Social Security payroll tax is computed based upon a pre-determined contribution and benefit base and tax rate for Old Age, Survivors, and Disability Insurance (OASDI) and an unlimited earnings base and pre-determined tax rate for Medicare Hospital Insurance (HI). The 2014 wage base for OASDI is \$117,000, which is an increase of \$3,300 or 2.9% over the 2013 wage base of \$113,700. The 2015 wage base is \$118,500, representing a 1.28% increase over the 2014 wage base. For the purposes of projecting the County's increased Social Security liability based upon the compensation enhancements contained within this agreement, we have increased the annual wage base by 2.09% annually beginning in 2016. The OASDI rate remains set by statute at 6.2% as it has been for more than 20 years. The Medicare Hospital Insurance tax has no maximum wage base; it is 1.45% on all wages. The following table illustrates the projected annual and total increases.

Social Security (Increase in County Liability)						
Year	2014	2015	2016	2017	2018	Total
Increase to Social Security Liability	\$8,568	\$15,898	\$21,252	\$28,675	\$32,116	\$106,509

6. Savings

Deferrals

Sections 8.a. and 8.b. are not deferrals. They are not included in our calculation of savings. Instead they are included in our calculation of permanent salaries.

- Pursuant to section 8.a. of the agreement, employees who were on the payroll on 1/1/11, but separated before 4/1/14 will receive pay for 20 hours of compensatory time. This condition applies to 16 employees at an estimated cost of \$25,641.
- Pursuant to section 8.b. of the agreement, employees who were on the payroll on 1/1/11, but separated before 4/1/15 will receive pay for 40 hours of compensatory time. This condition currently applies to 7 employees and a projected 3 additional employees in 2015 at an estimated cost of \$27,032.

Multiple items are included for deferred straight time pay that will provide short term savings. In particular:

- Sections 8.d. and 8.e. defer five days of base pay each year at members' straight time hourly rate for 2015 and for 2016.
- Section 8.f. allows the County in 2015 to defer 128 hours of base pay at the straight time hourly rate if the County can demonstrate that a deferral is needed to replace revenue budgeted for but not realized or to offset an unbudgeted expense.
- Sections 8.g. and 8.h. allow the County to defer 104 hours in 2016 and 68 hours in 2017 of base pay at their straight time hourly rate if the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County Executive's proposed budget and a deferral is needed to balance the budget or after the budget

has been adopted a deferral is needed to replace revenue budgeted for but not realized or to offset an unbudgeted expense.

- Deferred pay under Sections 8.f., g, and h. would be paid at the prevailing hourly rate either upon separation or at the discretion of the County in 2020.
- For the purposes of our analysis we assume that all of the above deferrals will take place.

The impact of these provisions is as follows:

Amount of Deferrals in the 2011-2018 DIPBA Agreement					
	2015	2016	2017	2018	TOTAL
Deferrals	\$543,158	\$474,763	\$238,065	\$0	\$1,255,986
Less Separations*	\$0	-\$35,536	-\$67,486	-\$84,749	-\$187,772
TOTAL	\$543,158	\$439,227	\$170,578	-\$84,749	\$1,068,214

** Deferral payment to three separating employees per year.*

- The County's contingent liability to reimburse unit members at their prevailing hourly rate either upon separation or, at the discretion of the County in 2020 will be in excess of the amount currently being deferred. If the members were reimbursed in 2020, the approximate cost is estimated to be more than \$1.32 million, as opposed to the \$1,068,214 shown in the above table. That translates to an average payout in 2020 of \$28,000 per member.

Salary Schedule for New Hires

Sections 4.b-e. of the Agreement

Effective upon the ratification of the agreement a new salary schedule will be created for each title consisting of ten steps, as compared to the existing five-step schedule, as follows:

SALARY SCHEDULES (DETECTIVE INVESTIGATOR PBA)

PROPOSED	GR	1	2	3	4	5	6	7	8	9	10
4b. DA Investigator & Asst Special Investigator	21	\$65,036	\$69,256	\$73,482	\$77,709	\$81,935	\$86,161	\$90,387	\$94,657	\$98,839	\$102,978
4c. Detective Investigator & Special Investigator	26	\$107,696	\$109,978	\$112,242	\$114,517	\$116,791	\$119,066	\$121,341	\$123,616	\$125,890	\$128,167
4d. Senior Detective Investigator	29	\$122,540	\$125,121	\$127,697	\$130,272	\$132,848	\$135,424	\$138,000	\$140,576	\$143,151	\$145,638
4e. Principal Detective Investigator	32	\$139,422	\$142,371	\$145,315	\$148,258	\$151,202	\$154,146	\$157,090	\$160,033	\$162,977	\$165,870

EXISTING	GR	2	3	4	5	6
4b. DA Investigator & Asst Special Investigator	21	\$63,345	\$72,532	\$81,745	\$90,959	\$100,302
4c. Detective Investigator & Special Investigator	26	\$104,896	\$109,646	\$114,318	\$119,773	\$124,836
4d. Senior Detective Investigator	29	\$119,355	\$124,680	\$130,187	\$136,085	\$141,854
4e. Principal Detective Investigator	32	\$135,798	\$141,854	\$147,987	\$154,799	\$161,559

PERCENTAGE INCREASES BETWEEN STEPS (DETECTIVE INVESTIGATOR PBA)

PROPOSED	GR	1	2	3	4	5	6	7	8	9	10
4b. DA Investigator & Asst Special Investigator	21	n/a	6.5%	6.1%	5.8%	5.4%	5.2%	4.9%	4.7%	4.4%	4.2%
4c. Detective Investigator & Special Investigator	26	n/a	2.1%	2.1%	2.0%	2.0%	1.9%	1.9%	1.9%	1.8%	1.8%
4d. Senior Detective Investigator	29	n/a	2.1%	2.1%	2.0%	2.0%	1.9%	1.9%	1.9%	1.8%	1.7%
4e. Principal Detective Investigator	32	n/a	2.1%	2.1%	2.0%	2.0%	1.9%	1.9%	1.9%	1.8%	1.8%

EXISTING	GR	2	3	4	5	6
4b. DA Investigator & Asst Special Investigator	21	n/a	14.5%	12.7%	11.3%	10.3%
4c. Detective Investigator & Special Investigator	26	n/a	4.5%	4.3%	4.8%	4.2%
4d. Senior Detective Investigator	29	n/a	4.5%	4.4%	4.5%	4.2%
4e. Principal Detective Investigator	32	n/a	4.5%	4.3%	4.6%	4.4%

The starting step salaries, as well as the top step, are slightly increased in the proposed agreement. However, the percentage increases between steps are reduced from an average of 4.2% to 2.8%. The extension of the number of steps and reduced percentage increases will provide a future savings for all new hires.

Historical data shows that approximately three unit members retire or separate each year. Based on the proposed salary schedule versus the existing schedule three newly hired employees would save \$68,571 from 2015 to 2018. For the purpose of this analysis a blend of District Attorney Investigator, Assistant Special Investigator, Detective Investigator and Special Investigator titles were used as the new hires over the four-year period.

Annual Savings Associated with Expected Hiring Under the New Agreement						
	2014	2015	2016	2017	2018	TOTAL
Savings from replacing retirees with new hires	\$0	\$3,202	-\$2,296	-\$19,659	-\$49,818	-\$68,571
<i>Based on three unit members retiring or separating each year (2015-2018)</i>						

As seen in the next table, combining the above “deferrals” and “expected hiring to replace retirees” total savings are estimated to be \$539,956 in 2015 and \$1,136,785 over the life of the agreement.

Total Savings Associated with Proposed Agreement						
	2014	2015	2016	2017	2018	TOTAL
Deferrals	\$0	\$543,158	\$439,227	\$170,578	-\$84,749	\$1,068,214
Expected Hiring	\$0	-\$3,202	\$2,296	\$19,659	\$49,818	\$68,571
TOTAL SAVINGS	\$0	\$539,956	\$441,523	\$190,238	-\$34,931	\$1,136,785

Concluding Remarks

The proposed Detective Investigators Police Benevolent Association (DIPBA) agreement follows the same pattern established by the Police Benevolent Association (PBA) contract – see Res. No. 883-2012, adopted 10/9/2012 – and subsequently followed by the other two police bargaining units within the Police Department, the Suffolk Detectives Association (SDA) – see Res. No. 1176-2013, adopted 12/17/2013 – and the Suffolk County Superior Officers Association (SOA) – see Res. No. 79-2014, adopted 3/4/2014. We believe it is important to point out that these agreements are in our view unnecessarily complex and as such could easily be misinterpreted. Because of this, we would not be surprised if there were unintended consequences that could present problems down the road when these agreements expire.

The cost of this contract is back loaded. Salary increases for top step members' rise each year through 2017 and when deferrals are accounted for there is almost no impact on the budget until 2016. However, as noted in our Review of the 2015 Recommended Operating Budget, *“the structural shortfall, although reduced, continues to exceed \$100 million”*. Back loaded contracts allow us to continue to temporarily avoid making the hard decisions, which only become harder to solve the longer we wait. That being said, with only 47 members in the DIPBA, the total cost through 2018 of almost \$5.8 million is manageable in a General Fund budget that exceeds \$2 billion. However, when we combine this agreement with the \$372 million estimated total cost of the three previous police contracts, which are also back loaded, crafting budgets for 2016 and beyond will be a challenge.

* * *

Attachments: 3

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY DETECTIVE INVESTIGATORS POLICE BENEVOLENT ASSOCIATION (DIPBA) COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018

WHEREAS, the County and the President of the Suffolk County Detective Investigators Police Benevolent Association have reached an agreement covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2018, subject to the approval, to the extent necessary, by the Suffolk County Legislature; and

WHEREAS, such agreement has been set down in a stipulation of agreement, a copy of which has been filed with the Clerk of the Suffolk County Legislature; and

WHEREAS, such agreement has been ratified by the Suffolk County Detective Investigators Police Benevolent Association; now, therefore be it

1st **RESOLVED**, that the County Executive be and is hereby authorized to execute an agreement with the Suffolk County Detective Investigators Police Benevolent Association in accordance with the Stipulation of Agreement dated December 2, 2014, a copy of which is on file with the Clerk of the Suffolk County Legislature, covering the terms and conditions of employment of the Suffolk County Detective Investigators Police Benevolent Association for the period January 1, 2011 through December 31, 2018; and be it further

2nd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management, and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Memorandum of Agreement

All provisions of the January 1, 2004 – December 31, 2007 collective bargaining agreement between the County of Suffolk ("County") and the Detective Investigators Police Benevolent Association ("DIPBA"), as amended by an interest arbitration Award covering the period January 1, 2008 – December 31, 2010, shall remain unchanged except as specifically modified herein. All provisions shall be effective January 1, 2011 unless otherwise stated.

1. Term - Eight years: 1/1/2011 through 12/31/2018.

2. Percentage raises-

2011 & 2012	2013	2014	2015	2016, 2017 & 2018
0%	0%	1/1 - 1.5 %	6/1 - 1.5%	1/1- 1.75 %
		6/1 - 1.5%	12/1 -1.75%	6/1 - 1.75%
		12/1- 1.5%		

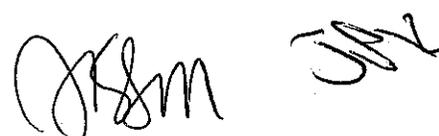
3. Healthcare - The parties agree to continue the existing EMHP agreement with the amendments made in the 2012 EMHP extension agreement through 12/31/2020.

4. Wages -

a. Effective upon the complete ratification and approval of this Agreement, for any DIPBA Bargaining Unit member ("employee") hired by the Suffolk County District Attorney's Office ("D.A.'s Office") prior to the complete ratification and approval of this Agreement and promoted to Senior Detective Investigator after the complete ratification and approval of this Agreement, there shall be a seven step salary scale, with steps beginning at Step 1 immediately upon promotion, with a base salary of 9.895% above the top step base salary for PBA unit members hired prior to September 6, 2012 as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 2 for these employees commences the following July 1st at a base salary of 13.35% above the top step base salary for PBA unit members hired prior to September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 3 commences the following July 1st at a base salary of 16.80% above the top step base salary for PBA unit members hired prior to September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 4 commences the following July 1st at a base salary of 20.25% above the top step base salary for PBA unit members hired prior to September 6, 2012, as set forth in

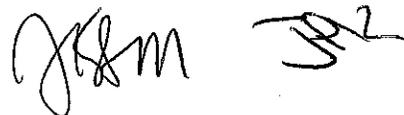
the 2011-2018 PBA Memorandum of Agreement. Step 5 commences the following July 1st at a base salary of 23.71% above the top step base salary for PBA unit members hired prior to September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 6 commences the following July 1st at a base salary of 27.16% above the top step base salary for PBA unit members hired prior to September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 7 commences the following July 1st at a base salary of 30.682% above the top step base salary for PBA unit members hired prior to September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement.

b. Effective upon the complete ratification and approval of this Agreement, for any employee hired as a District Attorney Investigator or Assistant Special Investigator after the complete ratification and approval of this Agreement, there shall be a 10 step salary scale, with Step 1 commencing upon hiring at a base salary of 41.675% percent below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 2 commences the following July 1st at a base salary of 37.89% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 3 commences the following July 1st at a base salary of 34.10% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 4 commences the following July 1st at a base salary of 30.31% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 5 commences the following July 1st at a base salary of 26.52% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 6 commences the following July 1st at a base salary of 22.73% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 7 commences the following July 1st at a base salary of 18.94% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 8 commences the following July 1st at a base salary of 15.11% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 9 commences the following July 1st at a base salary of 11.36% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 10 commences the following July 1st at a base salary of 7.648% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement.

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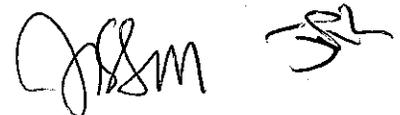
c. Effective upon the complete ratification and approval of this Agreement, for any employee hired as a Detective Investigator or Special Investigator after the complete ratification and approval of this Agreement, or who is hired as an employee in another classification after the complete ratification and approval of this Agreement and is subsequently promoted to Detective Investigator or Special Investigator, there shall be a 10 step salary scale, with Step 1 commencing upon hiring at a base salary of 3.417% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 2 commences the following July 1st at a base salary of 1.37% below the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 3 commences the following July 1st at a base salary of .66% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 4 commences the following July 1st at a base salary of 2.70% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 5 commences the following July 1st at a base salary of 4.74% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 6 commences the following July 1st at a base salary of 6.78% percent above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 7 commences the following July 1st at a base salary of 8.82% percent above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 8 commences the following July 1st at a base salary of 10.86% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 9 commences the following July 1st at a base salary of 12.90% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 10 commences the following July 1st at a base salary of 14.942% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement.

d. Effective upon the complete ratification and approval of this Agreement, for any employee hired after the complete ratification and approval of this Agreement who is promoted to Senior Detective Investigator, there shall be a 10 step salary scale, with Step 1 commencing upon hiring at a base salary of 9.895% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 2 commences the following July 1st at a base salary of 12.21% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the



2011-2018 PBA Memorandum of Agreement. Step 3 commences the following July 1st at a base salary of 14.52% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 4 commences the following July 1st at a base salary of 16.83% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 5 commences the following July 1st at a base salary of 19.14% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 6 commences the following July 1st at a base salary of 21.45% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 7 commences the following July 1st at a base salary of 23.76% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 8 commences the following July 1st at a base salary of 26.07% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 9 commences the following July 1st at a base salary of 28.38% percent above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 10 commences the following July 1st at a base salary of 30.610% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement.

e. **Effective upon the complete ratification and approval of this Agreement, for any employee hired after the complete ratification and approval of this Agreement who is promoted to Principal Detective Investigator, there shall be a 10 step salary scale, with Step 1 commencing upon hiring at a base salary of 25.035% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 2 commences the following July 1st at a base salary of 27.68% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 3 commences the following July 1st at a base salary of 30.32% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 4 commences the following July 1st at a base salary of 32.96% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 5 commences the following July 1st at a base salary of 35.60% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 6 commences the following July 1st at a base salary of 38.24% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the**

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2011-2018 PBA Memorandum of Agreement. Step 7 commences the following July 1st at a base salary of 40.88% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 8 commences the following July 1st at a base salary of 43.52% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 9 commences the following July 1st at a base salary of 46.16% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement. Step 10 commences the following July 1st at a base salary of 48.754% above the top step base salary for PBA unit members hired after September 6, 2012, as set forth in the 2011-2018 PBA Memorandum of Agreement.

f. Effective upon the complete ratification and approval of the 2011-2018 Agreement, the last paragraph of Article 5 (A) of the 2004 – 2007 collective bargaining agreement shall be amended to read as follows:

When a full-time employee receives a promotion, he/she shall move to the appropriate step of his/her title in the next higher monetary step over his/her former salary. Additionally, provide for placement at appropriate monetary step to provide at least a 4.5% increase when an employee receives a promotion while in the last 48 months of the salary scale.

5. Productivity -

a. Effective January 1, 2014, except for employees covered under Sections 4(b), 4(c), 4(d), and 4(e) of this Agreement, top base pay shall be increased by \$1154 for District Attorney Investigators and Assistant Special Investigators, \$1436 for Detective Investigators and Special Investigators, \$ 1632 for Senior Detective Investigators and \$1858 for Principal Detective Investigators. The salary scale shall be adjusted accordingly.

b. Employees' duties and responsibilities shall be expanded to include responsibility for homeland security, anti-terrorism and disaster response. The Department shall establish training programs to accomplish these objectives for all employees to attend. Effective January 1, 2015, except for employees covered under Sections 4(b), 4(c), 4(d), and 4(e) of this Agreement, top base pay shall be increased by \$1154 for District Attorney Investigators and Assistant Special Investigators, \$1436 for Detective Investigators



and Special Investigators, \$ 1632 for Senior Detective Investigators and \$1858 for Principal Detective Investigators. The salary scale shall be adjusted accordingly.

6. Benefit Fund - Section 7.3(c)

Effective January 1, 2014, the County will contribute to the PBA Benefit Fund, on behalf of employees, an amount equal to the PBA contribution that includes the increases as set forth in the 2011-2018 PBA Memorandum of Agreement. The County will not be required to make Benefit Fund contributions when the Fund reserves exceed 32 months. The County will make $\frac{1}{2}$ the normal Fund contribution when the Fund reserves falls below 32 months but is greater than 24 months. Should the Fund reserves fall below 24 months, the County will make full contribution until the Fund reserves again reaches 32 months reserves.

7. Family Sick - Section 8.8(3rd paragraph)

a. Effective upon the complete ratification and approval of the 2011-2018 Agreement, family sick leave shall be amended to include immediate family members currently covered, as defined in section 8.6(B) of the 2004-2007 collective bargaining agreement, who are not living with the employee.

8. Deferrals-

a. Employees employed by the D.A.'s Office on 1/1/2011 who separate from service prior to 4/1/2014 shall receive 20 hours of compensatory time paid upon separation at the employee's then prevailing straight time hourly rate. Effective 4/1/2014, top base pay shall be increased by the dollar amount of 20 hours of compensatory time at the then prevailing top step straight time hourly rate for each rank.

b. Employees employed by the D.A.'s Office on 1/1/2012 who separate from service prior to 4/1/2015 shall receive 40 hours of compensatory time paid upon separation at the employee's then prevailing straight time hourly rate. Effective 4/1/2015, top base pay shall be increased by the dollar amount of 40 hours of compensatory time at the then prevailing top step straight time hourly rate for each rank.

c. Sub paragraphs (a) and (b) shall prevail notwithstanding any contradiction in the collective bargaining agreement. Employees who separate prior to an effective date(s) listed above and receive a compensatory time payment(s) shall have the payment(s) reflected as earnings in the year from which the payment(s) was (were) deferred so as to be pension neutral.

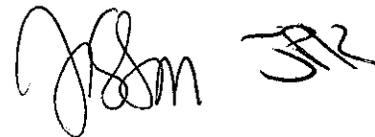


d. In 2015, employees shall each defer the cash equivalent of five days of base pay at their straight time hourly rate. The deferral amount shall be made in the form of a deferral of straight time hourly base wages from bi-weekly paychecks. One day of straight time hourly base wages will be deferred from each paycheck for five consecutive pay periods until the five days of base pay deferral amount is met. Deferred compensation shall be payable at separation from service at the employee's then prevailing straight time hourly base rate of pay.

e. In 2016, employees shall each defer the cash equivalent of five days of base pay at their straight time hourly rate. The deferral amount shall be made in the form of a deferral of straight time hourly base wages from bi-weekly paychecks. One day of straight time hourly base wages will be deferred from each paycheck for five consecutive pay periods until the five days of base pay deferral amount is met. Deferred compensation shall be payable at separation from service at the employee's then prevailing straight time hourly base rate of pay.

f. In calendar year 2015, should the County demonstrate that a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from employees up to an additional 128 hours of base pay at their straight time hourly rate. The deferral amount shall be made in the form of a deferral of straight time hourly base wages from bi-weekly paychecks. One day of straight time hourly base wages will be deferred from each paycheck until the deferral amount is met. Deferred compensation shall be payable at separation from service at the employee's then prevailing straight time hourly base rate of pay, except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the employee's then prevailing straight time hourly base rate of pay.

g. In calendar year 2016, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from employees up to an 104 hours of base pay at their straight time hourly rate. The deferral amount shall be made in the form of a deferral of straight time hourly base wages from bi-weekly paychecks. One day of straight time hourly base wages will be deferred from each paycheck until the deferral amount is met. Deferred compensation shall be payable at separation from service at the



employee's then prevailing straight time hourly base rate of pay, except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the employee's then prevailing straight time hourly base rate of pay.

h. In calendar year 2017, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from employees up to an additional 68 hours of base pay at their straight time hourly rate. The deferral amount shall be made in the form of a deferral of straight time hourly base wages from bi-weekly paychecks. One day of straight time hourly base wages will be deferred from each paycheck until the deferral amount is met. Deferred compensation shall be payable at separation from service at the employee's then prevailing straight time hourly base rate of pay, except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the employee's then prevailing straight time hourly base rate of pay.

i. If the County determines that it needs to defer compensation pursuant to paragraphs 8(f),(g) or (h), the County shall provide at least two calendar weeks' written notice to the DIPBA prior to implementation.

j. If Suffolk Detectives Association ("SDA") unit members defer less than 100 hours of overtime in 2014, 2015 and/or 2016, or Superior Officers Association ("SOA") unit members defer less than 64 hours of holiday payments in 2014, 64 hours of holiday payments in 2015, 104 hours of holiday payments in 2016, and/or 68 hours of holiday payments in 2017, then the total number of hours the County may defer from employees shall be reduced by the same number of hours.

k. The County shall not defer from employees any base hours of compensation pursuant to Sub-Paragraphs (f), (g) or (h) herein if any law enforcement union enters into an agreement after the complete execution of this Agreement that does not contain substantially similar deferrals on a per capita basis, unless that law enforcement union simultaneously or subsequently agrees to substantially similar deferrals on a per capita basis prior to the County deferring the annual compensation from employees. If the County enters into



a collective bargaining agreement or any simultaneous or subsequent agreement with a law enforcement union after the complete execution of this Agreement that contains substantially less deferrals on a per capita basis than set forth in Sub-Paragraphs (f), (g) or (h) herein, the County may only defer from employees the same amount as agreed upon by the other law enforcement union on a per capita basis.

I. The payments deferred shall be considered pension neutral and nothing set forth in this Agreement by way of monies will in any way diminish pension benefits or the County's pension contributions.

9. Employee Protections –

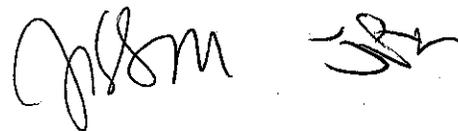
a. No employee will be subject to layoff for reasons including but not limited to, budgetary, policy, legislative, executive, pension cost, healthcare cost, inflation, revenue, staffing needs, contracts, privatization; etc. It is the intent of the parties to list all possible bases for layoff of employees in accordance with NYS statutory and case law and decisions.

b. During the term of this Agreement, no duties exclusively performed by DIPBA unit members prior to the complete ratification and approval of this Agreement can be subcontracted to an outside entity or transferred to another County bargaining unit without a written agreement with the DIPBA, except for duties DIPBA unit members began on or after January 1, 2012, which were previously performed by civilians. The DIPBA's written agreement will not be unreasonably withheld.

c. Benefits outlined in sub paragraphs (a) and (b) and any benefit derived from a future arbitration related to these subparagraphs will be considered mandatory subjects in all future negotiations.

d. Two employees will be assigned when transporting a violent prisoner.

e. Any employee hired after the complete ratification and approval of this Agreement who becomes disabled as a result of a line of duty injury and who receive a disability pension from NYS prior to reaching top step salary shall receive a supplemental payment from the County equal to the difference between the pension granted and 33.33%, 50% or 75%, as applicable, of top step at the time the pension was granted. This supplemental payment shall continue in full force as long as the employee or surviving spouse, or beneficiary, receives a pension benefit from NYS.



f. Any employee who, following the complete ratification and approval of this Agreement, suffers a permanent disability as a result of an assault or violent confrontation in the line of duty shall receive 207-c pay at top step rate, retroactive, to be credited upon disability retirement.

10. Management Rights – Section 22 (1st ¶)

a. In addition to any other rights it has pursuant to this paragraph, the D.A.'s Office shall have the right to change tours two times per year (trainee and trainer) for the purpose of transitioning to new equipment.

b. The DIPBA hereby withdraws all pending grievances and other litigation against the County including, but not limited to, the meal time allowance.

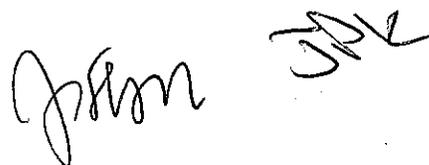
11. Longevity

a. Longevity shall be increased \$25 dollars per year in 2013, 2014 and 2015. Increases shall not become effective until 1/1/2016. Longevity shall be increased \$50 on 12/31/2018. Employees shall defer \$25 of the 12/31/2018 longevity increase until 1/1/2020. Employees hired after the complete ratification and approval ratification of this Agreement shall no longer receive global longevity for time served as a police officer outside of the D.A.'s Office.

b. Effective January 1, 2014, Section 5.1 of the Collective Bargaining Agreement shall be amended to set forth that any employee shall receive additional annual longevity pay of \$2,000 after completing 20 years as an DIPBA unit member. All calculations of years as a DIPBA unit member and rules regarding payment of additional longevity shall be as set forth in Section 5.1 of the Collective Bargaining Agreement. This provision is a mandatory subject of bargaining that the parties may seek to renegotiate as part of negotiations for a successor to the 2011-2018 Agreement.

12. 401(a)–

Within six months of the complete ratification and approval of this Agreement, the County will make every effort to establish a 401(a) program for severance deferral. The program will have no cost to the County. If the parties cannot agree, then the issue will proceed directly to arbitration pursuant to the contractual grievance procedure.



13. Workers' Compensation

Within six months of the complete ratification and approval of this Agreement, the parties agree to negotiate a new injured employee procedure to replace the existing Medscope process. If the parties cannot agree, then the issue will proceed directly to arbitration pursuant to the contractual grievance procedure.

14. Rights and Benefits

Effective upon the complete ratification and approval of this Agreement, all contractual provisions for spouses shall be extended to domestic partners if certified or qualified pursuant to the requirements for healthcare pursuant to the EMHP Agreement (effective 1/1/2012) or any other NYS or federal healthcare plan. A domestic partner receiving surviving spouse benefit must certify annually that he/she is not in a domestic partnership or married.

15. Education

Effective January 1, 2014, except for employees covered under sections 4(b), 4(c), 4(d) and 4(e) of the 2011-2018 Agreement, top base pay shall be increased by \$1391 for District Attorney Investigators and Assistant Special Investigators, \$1731 for Detective Investigators and Special Investigators, \$1967 for Senior Detective Investigators and \$2240 for Principal Detective Investigators, and the salary scales shall be adjusted accordingly. All employees hired on or after the complete ratification and approval of this Agreement shall be required to complete a minimum of 120 college credits or obtain a Bachelor's degree. New employees who have not satisfied the 120 college credit or degree requirement by November 1 of any year after reaching top step pay shall have their longevity check for that year reduced by the appropriate amount above until the requirements are satisfied. Current employees shall be given credit for time served in the D.A.'s Office and training received to date to satisfy their college credit or degree obligation under this provision.

16. Wage Protection

The DIPBA shall have the right during the term of this Agreement to re-open negotiations, for wages only, should the rate of inflation exceed 5% in any calendar year. The rate of inflation shall be determined by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Items – All Urban Consumers for New York – Northern New Jersey – Long Island.

THIS AGREEMENT SHALL REFLECT THE COMPLETE AGREEMENT OF THE PARTIES AND SHALL NOT BE AMENDED EXCEPT BY WRITTEN INSTRUMENT SIGNED AND RATIFIED BY BOTH PARTIES. THIS AGREEMENT REPLACES, SUPERCEDES, AND VOIDS ANY PRIOR AGREEMENTS BETWEEN THE PARTIES TO THE CONTRARY.

12/2/14

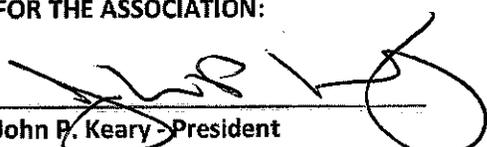
SHOULD ANY PROVISION IN THIS AGREEMENT BE FOUND TO BE UNLAWFUL OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND THE PARTIES SHALL IMMEDIATELY COMMENCE NEGOTIATIONS TO REPLACE THE INVALIDATED PROVISION WITH A COMPARABLE, LEGAL CLAUSE.

ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO RATIFICATION BY THE SUFFOLK COUNTY DIPBA, 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.

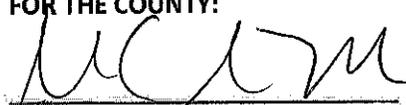
Dated: December 2, 2014

FOR THE ASSOCIATION:

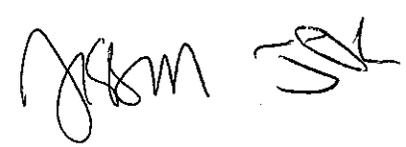


John P. Keary - President
Suffolk County Detective Investigators PBA, Inc.

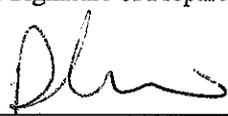
FOR THE COUNTY:



Jennifer K. McNamara, Esq.
Director of Labor Relations



**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation						
Resolution <u>XX</u> Local Law _____ Charter Law _____						
2. Title of Proposed Legislation						
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY DETECTIVE INVESTIGATORS POLICE BENEVOLENT ASSOCIATION (DIPBA) COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018						
3. Purpose of Proposed Legislation						
SEE NO. 2 ABOVE						
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No						
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)						
<u>County</u>	Town	Economic Impact				
Village	School District	Other (Specify):				
Library District	Fire District					
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact						
This contract covers years 2011-2018. There are no increases in 2011 and 2012 and there will be no retro for salary increases in 2013.						
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.						
Estimated cost of the contract is shown below (in millions), this includes all salary items and fringe benefits (shown in the year in which salary is earned) Maximum benefit of deferrals is used in estimated savings.						
	Net (fringe in same yr.)					
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>
Cost	0.51	0.89	1.46	1.75	2.04	6.65
Savings	0.12	0.58	0.49	0.52	0.47	2.18
Net	0.38	0.31	0.97	1.24	1.57	4.47
8. Proposed Source of Funding						
Suffolk County Operating Budget						
9. Timing of Impact						
Effective upon adoption.						
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date				
Tricia Saunders, Principle Research Analyst		12-5-2014				

**FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.