

# SUFFOLK COUNTY LEGISLATURE



## BUDGET REVIEW OFFICE

April 5, 2021

To: Robert Calarco, Presiding Officer and  
All Suffolk County Legislators

From: Lance Reinheimer, Director  
Budget Review Office

Subject: **Analysis of Introductory Resolution No. 1189-2021, 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, 2019 through December 31, 2024**

This memo provides the Legislature with an analysis of the cost and fiscal impact of the agreement between the County Executive and the Suffolk County Detective Investigators Police Benevolent Association (DIPBA) signed on March 18, 2021 representing a new labor contract for the period of January 1, 2019 to December 31, 2024.

### Summary

To project the salary costs associated with the proposed agreement we used the 3-21-21 biweekly payroll, which included 51 union members. We projected costs for each employee including steps and salary increases where applicable. Based on the actual number of retirements in recent years, we assumed two retirements and two new hires each year. Although there is no net change in the projected workforce, adjustments are made to account for the higher salaries and terminal pay of retiring employees and the lower salaries of newer employees.

For overtime and items not specifically addressed elsewhere in this document, we assumed expenditures as reported in the 2020 W-2 report and increased them by the same percentage as salaries. Retirement contribution costs were calculated using a blended rate of 27.2% based on the latest NYS projection for Suffolk County. Since most DIPBA members are already retired under another bargaining unit, this percentage is only applied to a fraction of the total number of employees. Social Security is calculated at 7.65% for employees earning less than the \$142,800 FICA wage cap and at only the 1.45% Medicare rate for employees earning more.

Several provisions of the contract will provide some savings while others have no readily identifiable fiscal impact during the life of the agreement. Ultimately, we project an average annual cost from 2019 to 2024 of \$514,000 and a total net cost of \$3.1 million through the term of the contract. Compared to the Executive’s fiscal impact statement, the BRO estimate is \$31,197 less over the life of the contract. The following table summarizes the BRO estimated cost for the DIPBA contract from 2019 to 2024 by category and compares the total projected cost to the County Executive’s fiscal impact statement.

<b>BRO Estimated Cost of 2019-2024 DIPBA Contract</b>							
<b>Category</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Total</b>
Permanent Salaries	\$0	\$137,208	\$242,839	\$375,153	\$517,052	\$725,144	<b>\$1,997,396</b>
Overtime and Other Salaries	\$0	\$16,936	\$28,518	\$44,221	\$60,239	\$82,757	<b>\$232,670</b>
Terminal Pay	\$0	\$0	\$6,525	\$10,118	\$13,783	\$18,935	<b>\$49,362</b>
Longevity	\$0	\$21,275	\$34,950	\$42,750	\$50,600	\$64,500	<b>\$214,075</b>
Clothing	\$0	\$13,800	\$15,300	\$15,300	\$15,300	\$15,300	<b>\$75,000</b>
Cleaning	\$0	\$20,700	\$22,950	\$22,950	\$22,950	\$22,950	<b>\$112,500</b>
Social Security	\$0	\$5,631	\$10,443	\$16,519	\$23,556	\$33,986	<b>\$90,134</b>
Benefit Fund	\$0	\$11,475	\$22,950	\$34,425	\$45,900	\$57,375	<b>\$172,125</b>
Retirement	\$0	\$0	\$19,681	\$28,581	\$38,050	\$52,016	<b>\$138,329</b>
<b>Total</b>	<b>\$0</b>	<b>\$227,024</b>	<b>\$404,156</b>	<b>\$590,017</b>	<b>\$787,430</b>	<b>\$1,072,963</b>	<b>\$3,081,591</b>
<b>County Executive Fiscal Impact Statement for 2019-2024 DIPBA Contract</b>							
<b>Category</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Total</b>
Costs	\$0	\$231,595	\$452,351	\$639,715	\$824,151	\$1,060,486	<b>\$3,208,298</b>
Savings	\$0	\$0	\$13,040	\$23,215	\$30,640	\$28,615	<b>\$95,510</b>
<b>Total</b>	<b>\$0</b>	<b>\$231,595</b>	<b>\$439,311</b>	<b>\$616,500</b>	<b>\$793,511</b>	<b>\$1,031,871</b>	<b>\$3,112,788</b>
<b>Difference Between BRO and County Executive</b>							
<b>Category</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Total</b>
<b>Total</b>	<b>\$0</b>	<b>(\$4,571)</b>	<b>(\$35,155)</b>	<b>(\$26,483)</b>	<b>(\$6,081)</b>	<b>\$41,092</b>	<b>(\$31,197)</b>

**Term and Base Salary (Sections I-2)**

The contract mirrors the other police union contracts providing the following increases in base salary over six years.

Effective January 1, 2019	0%
Effective January 1, 2020	2.25%
Effective January 1, 2021	1%
Effective July 1, 2021	1%
Effective January 1, 2022	1%
Effective July 1, 2022	1%
Effective January 1, 2023	1%
Effective July 1, 2023	1%
Effective January 1, 2024	1.5%
Effective July 1, 2024	1.5%

### **Pay Scale (Section 3)**

Pursuant to the 2011-2018 contract, members hired before December 2, 2014, remained in a five-step salary schedule while members hired after that date were placed in a ten-step schedule. The 2019-2024 agreement maintains the five-step schedule for members hired before the ratification of the last contract, but reduces the ten-step schedule to a nine-step schedule for employees hired after December 2, 2014. Consequently, new employees will reach top step one year sooner.

### **Sick Leave (Sections 4-5)**

Employees hired after full ratification and approval of the 2019-2024 agreement will receive 13 sick days per year. Unused sick leave will be paid for upon separation at the rate of one day for every day accumulated up to a total of 300 days. Previously employees received 26 sick days a year and were able to accrue 600 sick days for which they were compensated upon separation at a rate of one day's pay for every two days accumulated. While there is no reduction to the maximum number of days for which a separating employee would be entitled to compensation, reducing the amount of sick days available to employees could decrease absences and reduce the need to cover shifts with overtime.

Additionally, employees will be permitted to donate sick leave to a "bank" to be used by any member suffering from a catastrophic illness or injury. This provision could result in an additional cost or savings depending on the payrates of the donor and recipient.

### **Cleaning (Section 6)**

Effective January 1, 2020 the annual cleaning allowance is increased by \$450 from \$800 to \$1,250 for each member that is employed by June 1st of the respective year. Based on 46 members on the payroll on June 1, 2020 and 51 members on the current payroll, BRO estimates that this provision will cost \$20,700 for 2020 and \$22,950 in each year from 2021 to 2024, assuming the number of members remains static.

### **Clothing (Section 7)**

Effective January 1, 2020 the annual clothing allowance is increased by \$300 from \$700 to \$1,000 for each member that is employed by June 1st of the respective year. Based on 46 members on the payroll on June 1, 2020 and 51 members on the current payroll, BRO estimates that this provision will cost \$13,800 for 2020 and \$15,300 in each year from 2021 to 2024, assuming the number of members remains static.

### **Longevity (Section 8-9)**

Longevity is increased by \$25 effective January 1st in each year from 2020 to 2024. Effective January 1, 2020, years of service for the calculation of longevity will be capped at 32 years of service. Employees eligible for more than 32 years of longevity service on January 1, 2020 are frozen at the number of years of service for which they are eligible on that date. Although there will be some savings as a result of capping longevity, BRO estimates that this provision will have a net cost of \$21,275 in 2020, \$34,950 in 2021, \$42,750 in 2022, \$50,600 in 2023, and \$64,500 in 2024.

### **Benefit Fund (Section 10)**

This provision of the agreement states that the County will continue to contribute to the PBA Benefit Fund, on behalf of the Association, an amount equal to the PBA contribution including the increases set forth in the PBA Memorandum of Agreement dated May 8, 2019. BRO estimates the cost at \$11,475 in 2020, \$22,950 in 2021, \$34,425 in 2022, \$45,900 in 2023, and \$57,375 in 2024, assuming the number of DISPBA members remains static.

### **Cancer Time (Section 11)**

This provision of the agreement grants employees up to four (4) hours leave with pay per year to receive a medically approved cancer screening when the absence is mutually agreed upon and approved in advance by the Department. The cost depends on the utilization of this benefit by the membership and the potential need to cover these absences with overtime hours.

### **Meal Money (Section 12)**

Section 26(b) of the Collective Bargaining Agreement that entitles employees to a meal allowance when working overtime is deleted. The savings associated with this provision depend on the amount of overtime worked and the ensuing meal allowance liability avoided.

### **SCAT (Section 13)**

This portion of the agreement states that effective December 31, 2024, sick leave and vacation leave accruals will be pro-rated by the month for the calendar year in which an employee separates from service. There are no savings or costs to the County associated with this provision during the contract period. If this clause remains in effect in the next agreement, there will be savings in terminal payments.

### **Recall (Section 14)**

Call-in/recall pay will be reduced from a minimum of four hours to two hours of overtime pay. The employee is required to remain on duty for the full two hours once recalled. If the assignment for which an employee was called-in/recalled is completed in less than four hours, the employee will have the option to remain on duty for the remainder of the four hours, on overtime. Savings to the County depends on the number of times employees are recalled.

### **Mileage (Section 15)**

Employees will not receive the mileage allowance set forth in the first sentence of Section 13 of the CBA when not on a scheduled tour of duty and required to attend court or some other governmental agency or called into other duty in connection with performance of their duties. BRO is unable to calculate the savings of this provision because we do not know the number of times that employees travel for these purposes.

### **Court (Section 16)**

Employees will only receive one recall for attending multiple court cases scheduled within a four-hour period. BRO is unable to calculate the savings of this provision because we do not know the number of times employees attend multiple court cases within a four-hour period.

### **Medscope (Section 17)**

The Department may submit relevant video evidence for the medical consulting service to decide medical disputes. The Department must provide to the DIPBA, all video obtained during all investigations related to medical disputes. The DIPBA must be given a minimum of one weekday for every two hours of video provided to review prior to the Department's submission of video evidence to the medical consulting service. No costs or savings are assigned to this provision of the agreement.

### **Education/Member Services Fund (Sections 18-19)**

Effective January 1, 2020, the County will no longer be required to make an annual payment to the DIPBA for educational benefits. Instead, the County will be required to make a payment in the same amount as would have been required for educational benefits to a Member Service Fund that will be

used for education, insurance and other benefits and services to employees. These provisions are cost neutral to the County.

### **Reopener (Section 20)**

The agreement provides for a re-opener clause should any current or future law enforcement bargaining unit agree to or be awarded a change in overall terms and conditions of employment, including the value of concessions given, during the period of this agreement inconsistent with the terms of this agreement. No costs or savings are assigned to this provision of the agreement.

### **Work Areas (Section 21)**

This provision of the agreement replaces the second paragraph of Section 6.2 of the Collective Bargaining Agreement with verbiage that defines work areas and how overtime will be allocated within the work areas. No costs or savings are assigned to this provision of the agreement.

### **Off Duty (Section 22)**

New York State replaces Suffolk County in the third paragraph of section 6.7 of the Collective Bargaining Agreement making employees eligible for overtime pay for police duties performed in connection with a criminal act on his/her off-duty hours anywhere in the State and not solely in Suffolk County, as was previously the case. The greater coverage area increases the County's potential liability to owe overtime compensation; however, the fiscal impact to the County is indeterminate pending the number of additional occurrences resultant from the expanded coverage area.

### **Work Schedules (Section 23)**

This provision of the agreement redefines the normal work week from five consecutive days on followed by two consecutive days off to five consecutive weekdays on followed by two consecutive days off. In addition, the shift times for each unit are specified. Weekends will not be covered as a part of the employees' normal work week. Should employees be required to work on weekend days, the County will incur overtime costs because there will be no normal work week shifts scheduled on weekends. BRO is unable to calculate the cost of this provision because we do not know the number of times weekend coverage is necessary.

### **Tour Changes (Section 24)**

The first paragraph of Section 22 of the Collective Bargaining Agreement is deleted and replaced with three additional paragraphs that dictate when, why, and how tour changes will be allowed. Previously no tour changes were allowed except for surveillance, witness protection, raids, and other extraordinary circumstances. No cost or savings are assigned to this provision of the contract.

### **Excusal (Section 25)**

This provision of the agreement states that the President of the Association may designate a board member to be released for Union business in the event that the President is absent for a period exceeding 20 days due to illness. There is a potential cost to the County associated with covering the workload of the board member designated for work release.