

George Latimer  
County Executive

October 8, 2018

Honorable Westchester County Board of Legislators  
County of Westchester  
800 Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Re: Approval of Agreement between the County of Westchester and the District Attorney's  
Investigators PBA of Westchester County, Inc.

Dear Members of the Honorable Board of Legislators:

This is to advise you that the Administration and the District Attorney's Investigators PBA of Westchester County, Inc. ("the Union") have, subject to the approval of your Honorable Board, reached an agreement on a four (4) year contract commencing on January 1, 2016 and ending on December 31, 2019 ("Memorandum of Agreement" or "Agreement"). A copy of the Agreement is attached. All provisions of the prior collective bargaining agreement, as continued or changed by a memorandum of agreement and further continued, as modified, by an interest arbitration award through December 31, 2008 (JS Case No. 3988) and a memorandum of agreement between the parties for the six years running from January 1, 2009 through December 31, 2015, shall remain in full force and effect except as agreed to be modified by the provisions contained in the Memorandum of Agreement.

In accordance with the Memorandum of Agreement, I request that this matter be placed on the Board's agenda for a regularly scheduled meeting, as soon as practicable. Upon approval, all terms and conditions of the Agreement shall be implemented as soon as practicable, except those that may have an implementation date(s) that occurs at a specific period within the Agreement period. All terms and conditions that have no specific implementation date shall become effective on the first day of the Agreement.

Any and all retroactive money due and owing, if any, shall be paid as soon as practicable to all unit members employed from January 1, 2016 to the date of execution of this agreement.

The provisions of the Agreement that require your consideration and approval in

Office of the County Executive

Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914)995-2900 E-mail: [ce@westchestergov.com](mailto:ce@westchestergov.com)



compliance with the Public Employees' Fair Employment Act ("Taylor Law") are outlined below:

**1. Duration:**

This Agreement shall be effective January 1, 2016 through December 31, 2019.

**2. Compensation:**

Compensation shall be amended to read as follows:

- a. Effective January 1, 2016, each step of the salary schedule in effect on December 31, 2015 shall be increased by 2.5%.
- b. Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016 shall be increased by 2.5%.
- c. Effective January 1, 2018, each step of the salary schedule in effect on December 31, 2017 shall be increased by 2.5%.
- d. Effective January 1, 2019, each step of the salary schedule in effect on December 31, 2018 shall be increased by 2.75%.

**3. Longevity:**

Longevity shall be amended to read as follows:

Years of Service

After 5 Years	\$3,225.00
After 10 Years	\$3,425.00
After 15 Years	\$3,625.00
After 20 Years	\$3,825.00

**4. Shift Differential:**

The Shift Differential shall be amended to read as follows:

All employees who have a regular starting time of one (1:00) o'clock p.m. or later or have a regular ending time of twelve (12:00) o'clock noon or earlier, shall receive a shift differential as follows:

- a. Effective January 1, 2019, the shift differential shall be increased by \$27.00.

b. Effective January 1, 2020, the shift differential shall be increase by \$27.50.

5. ***Welfare Fund:***

The Welfare Fund shall be amended to read as follows:

The County shall forward the following amount, every year, for each employee to the Association Welfare Fund:

January 1, 2018: \$2,325.00

January 1, 2019: \$2,375.00

January 1, 2020: \$2,450.00

I recommend approval of the Agreement reached between the Administration and the District Attorney's Investigators PBA of Westchester County, Inc., a copy of which is enclosed, for the period commencing on January 1, 2016 and ending on December 31, 2019.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer  
County Executive

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into by and between the County of Westchester (the "County") and the District Attorney's Investigators PBA of Westchester County, Inc. (the "Union") dated this \_\_ day of August, 2018.

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement which was continued, as modified, by a memorandum of agreement and was further continued, as modified, by an interest arbitration award through December 31, 2008 (JS Case No. 3988); and by a Memorandum of Agreement between the parties for the six years running from January 1, 2009 through December 31, 2015;

**WHEREAS**, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement for the terms and conditions of a successor collective bargaining agreement for the period of January 1, 2016 through December 31, 2019 and wish to memorialize their understanding, in writing;

**WHEREAS**, this Memorandum of Agreement is subject to ratification by the Union and County Legislature as set forth herein; and

**WHEREAS**, upon execution of this Memorandum of Agreement by the representatives of the County and the Union, the parties agree to comply with the following:

1. All terms and conditions of the collective bargaining agreement, as continued or changed by the interest arbitration award and prior memorandum of agreement as set forth above, shall remain in full force and effect except as agreed to be modified herein.
2. After ratification by the Union and County Legislature, all new terms and conditions shall be implemented as soon as practicable following the date of the County Legislature's ratification vote. Base wage increases for 2016, 2017, 2018, and 2019 shall be implemented as soon as practicable. Retroactive payments shall be paid no later than the second payroll in April 2019.
3. The County agrees that any and all retroactive money due and owing, if any, shall be paid as soon as practicable to all unit members employed from January 1, 2016 to the date of execution of this agreement.
4. The parties agree that upon approval of the County Legislature after ratification by the Union, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties.
5. The parties agree that they will in good faith negotiate revisions to Appendix F of the collective bargaining agreement governing work-related injuries.
6. The parties shall also form a committee to discuss clarification to Article IV, Section 4.2 Hours Worked. In the event the parties reach an agreement which changes any provision(s) of the collective bargaining agreement regarding Article IV, Section 4.2, such changes shall be subject to ratification by the membership of the Union and the County Legislature. In the event the parties are unable to reach agreement, the existing provisions of the CBA shall remain in effect.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, upon ratification by the Union and approval by the County Legislature, the parties agree that a successor collective bargaining agreement as continued or changed by the interest arbitration award and prior memorandum of agreement, as set forth above shall reflect the terms herein below:

**1. HOUSEKEEPING**

Correct any spelling and grammatical errors throughout the Agreement as mutually agreed upon.

**2. DURATION**

This Agreement shall be effective January 1, 2016 through December 31, 2019.

**3. COMPENSATION**

- a. Effective January 1, 2016, each step of the salary schedule in effect on December 31, 2015 shall be increased by 2.5%.
- b. Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016 shall be increased by 2.5%.
- c. Effective January 1, 2018, each step of the salary schedule in effect on December 31, 2017 shall be increased by 2.5%.
- d. Effective January 1, 2019, each step of the salary schedule in effect on December 31, 2018 shall be increased by 2.75%.

**4. LONGEVITY**

Effective January 1, 2019, the longevity schedule shall be as follows:

<u>Years of Service</u>	
After 5 Years	\$3,225.00
After 10 Years	\$3,425.00
After 15 Years	\$3,625.00
After 20 Years	\$3,825.00

**5. Shift Differential**

All employees who have a regular starting time of one (1:00) o'clock p.m. or later or have a regular ending time of twelve (12:00) o'clock noon or earlier, shall receive a shift differential as follows:

- a. Effective January 1, 2019, the shift differential shall be increased by \$27.00.
- b. Effective January 1, 2020, the shift differential shall be increase by \$27.50.

**6. Welfare Fund**

The County shall forward the following annual amount for each employee, payable in equal monthly installments, to the Association Welfare Fund:

January 1, 2018: \$2,325.00

January 1, 2019: \$2,375.00

January 1, 2020: \$2,450.00

All proposals not addressed by the Memorandum of Agreement are withdrawn by the parties.

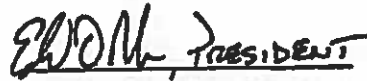
Agreed to by and between the parties' representatives, as set forth below.

FOR THE COUNTY

  
\_\_\_\_\_

Date: \_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: August 27, 2018

HONORABLE BOARD OF LEGISLATORS  
WESTCHESTER COUNTY

Your Committee is in receipt of a communication from the County Executive pertaining to approval of the Agreement between the County of Westchester and the District Attorney's Investigators PBA of Westchester County, Inc. ("the Union") on a four (4) year contract commencing on January 1, 2016 and ending on December 31, 2019 ("Memorandum of Agreement" or "Agreement"). A copy of the Agreement is attached. All provisions of the prior collective bargaining agreement, as continued or changed by a memorandum of agreement and further continued, as modified, by an interest arbitration award through December 31, 2008 (JS Case No. 3988) and a memorandum of agreement between the parties for the six years running from January 1, 2009 through December 31, 2015, shall remain in full force and effect except as agreed to be modified by the provisions contained in the Memorandum of Agreement.

Upon approval, all terms and conditions of the Agreement shall be implemented as soon as practicable, except those that may have an implementation date(s) that occurs at a specific period within the Agreement period. All terms and conditions that have no specific implementation date shall become effective on the first day of the Agreement.

Any and all retroactive money due and owing, if any, shall be paid as soon as practicable to all unit members employed from January 1, 2016 to the date of execution of this agreement.

The provisions of the Agreement that require your consideration and approval in compliance with the Public Employees' Fair Employment Act ("Taylor Law") are outlined below:

**1. Duration:**

This Agreement shall be effective January 1, 2016 through December 31, 2019.

**2. Compensation:**

Compensation shall be amended to read as follows:

- a. Effective January 1, 2016, each step of the salary schedule in effect on December 31, 2015 shall be increased by 2.5%.
- b. Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016 shall be increased by 2.5%.
- c. Effective January 1, 2018, each step of the salary schedule in effect on December 31, 2017 shall be increased by 2.5%.
- d. Effective January 1, 2019, each step of the salary schedule in effect on December 31, 2018 shall be increased by 2.75%.

**3. Longevity:**

Longevity shall be amended to read as follows:

<u>Years of Service</u>	
After 5 Years	\$3,225.00
After 10 Years	\$3,425.00
After 15 Years	\$3,625.00
After 20 Years	\$3,825.00

**4. Shift Differential:**

The Shift Differential shall be amended to read as follows:

All employees who have a regular starting time of one (1:00) o'clock p.m. or later or have a regular ending time of twelve (12:00) o'clock noon or earlier, shall receive a shift differential as follows:

- a. Effective January 1, 2019, the shift differential shall be increased by \$27.00.



- b. Effective January 1, 2020, the shift differential shall be increase by \$27.50.

**5. *Welfare Fund:***

The Welfare Fund shall be amended to read as follows:

The County shall forward the following amount, every year, for each employee to the Association Welfare Fund:

January 1, 2018: \$2,325.00

January 1, 2019: \$2,375.00

January 1, 2020: \$2,450.00

Your Committee has carefully considered the subject matter, the Agreement, and the attached Act and recommends approval of the Agreement. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York  
\_\_\_\_\_, 2018

COMMITTEE ON

ACT NO. \_\_\_\_\_ 2018

AN ACT approving certain financial terms and conditions of employment requiring legislative approval by law in a Collective Bargaining Agreement for those employees of Westchester County represented by the District Attorney's Investigators PBA of Westchester County, Inc. for a four (4) year period commencing on January 1, 2016 and ending on December 31, 2019.

BE IT ENACTED by the Westchester County Board of Legislators as follows:

**Section 1.** All provisions of the prior collective bargaining agreement, as continued or changed by a memorandum of agreement and further continued, as modified, by an interest arbitration award through December 31, 2008 (JS Case No. 3988) and a memorandum of agreement between the parties for the six years running from January 1, 2009 through December 31, 2015, shall remain in full force and effect except as agreed to be modified by the provisions contained in the Memorandum of Agreement for the term commencing on January 1, 2016 and ending on December 31, 2019.

**Section 2. Compensation:**

Compensation shall be amended to read as follows:

- a. Effective January 1, 2016, each step of the salary schedule in effect on December 31, 2015 shall be increased by 2.5%.
- b. Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016 shall be increased by 2.5%.
- c. Effective January 1, 2018, each step of the salary schedule in effect on December 31, 2017 shall be increased by 2.5%.

- d. Effective January 1, 2019, each step of the salary schedule in effect on December 31, 2018 shall be increased by 2.75%.

**Section 3. Longevity:**

Longevity shall be amended to read as follows:

Years of Service

After 5 Years	\$3,225.00
After 10 Years	\$3,425.00
After 15 Years	\$3,625.00
After 20 Years	\$3,825.00

**Section 4 Shift Differential:**

The Shift Differential shall be amended to read as follows:

All employees who have a regular starting time of one (1:00) o'clock p.m. or later or have a regular ending time of twelve (12:00) o'clock noon or earlier, shall receive a shift differential as follows:

- a. Effective January 1, 2019, the shift differential shall be increased by \$27.00.
- b. Effective January 1, 2020, the shift differential shall be increase by \$27.50.

**Section 5. Welfare Fund:**

The Welfare Fund shall be amended to read as follows:

The County shall forward the following amount, every year, for each employee to the Association Welfare Fund:

January 1, 2018: \$2,325.00

January 1, 2019: \$2,375.00

January 1, 2020: \$2,450.00

Any and all retroactive money due and owing, if any, shall be paid as soon as practicable to all unit members employed from January 1, 2016 to the date of execution of this agreement.

**Section 6.** This Act shall take effect immediately.

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into by and between the County of Westchester (the "County") and the District Attorney's Investigators PBA of Westchester County, Inc. (the "Union") dated this \_\_ day of August, 2018.

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement which was continued, as modified, by a memorandum of agreement and was further continued, as modified, by an interest arbitration award through December 31, 2008 (JS Case No. 3988); and by a Memorandum of Agreement between the parties for the six years running from January 1, 2009 through December 31, 2015;

**WHEREAS**, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement for the terms and conditions of a successor collective bargaining agreement for the period of January 1, 2016 through December 31, 2019 and wish to memorialize their understanding, in writing;

**WHEREAS**, this Memorandum of Agreement is subject to ratification by the Union and County Legislature as set forth herein; and

**WHEREAS**, upon execution of this Memorandum of Agreement by the representatives of the County and the Union, the parties agree to comply with the following:

1. All terms and conditions of the collective bargaining agreement, as continued or changed by the interest arbitration award and prior memorandum of agreement as set forth above, shall remain in full force and effect except as agreed to be modified herein.
2. After ratification by the Union and County Legislature, all new terms and conditions shall be implemented as soon as practicable following the date of the County Legislature's ratification vote. Base wage increases for 2016, 2017, 2018, and 2019 shall be implemented as soon as practicable. Retroactive payments shall be paid no later than the second payroll in April 2019.
3. The County agrees that any and all retroactive money due and owing, if any, shall be paid as soon as practicable to all unit members employed from January 1, 2016 to the date of execution of this agreement.
4. The parties agree that upon approval of the County Legislature after ratification by the Union, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties.
5. The parties agree that they will in good faith negotiate revisions to Appendix F of the collective bargaining agreement governing work-related injuries.
6. The parties shall also form a committee to discuss clarification to Article IV, Section 4.2 Hours Worked. In the event the parties reach an agreement which changes any provision(s) of the collective bargaining agreement regarding Article IV, Section 4.2, such changes shall be subject to ratification by the membership of the Union and the County Legislature. In the event the parties are unable to reach agreement, the existing provisions of the CBA shall remain in effect.

**NOW, THEREFORE,** in consideration of the promises and mutual covenants contained herein, upon ratification by the Union and approval by the County Legislature, the parties agree that a successor collective bargaining agreement as continued or changed by the interest arbitration award and prior memorandum of agreement, as set forth above shall reflect the terms herein below:

**1. HOUSEKEEPING**

Correct any spelling and grammatical errors throughout the Agreement as mutually agreed upon.

**2. DURATION**

This Agreement shall be effective January 1, 2016 through December 31, 2019.

**3. COMPENSATION**

- a. Effective January 1, 2016, each step of the salary schedule in effect on December 31, 2015 shall be increased by 2.5%.
- b. Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016 shall be increased by 2.5%.
- c. Effective January 1, 2018, each step of the salary schedule in effect on December 31, 2017 shall be increased by 2.5%.
- d. Effective January 1, 2019, each step of the salary schedule in effect on December 31, 2018 shall be increased by 2.75%.

**4. LONGEVITY**

Effective January 1, 2019, the longevity schedule shall be as follows:

**Years of Service**

After 5 Years	\$3,225.00
After 10 Years	\$3,425.00
After 15 Years	\$3,625.00
After 20 Years	\$3,825.00

**5. Shift Differential**

All employees who have a regular starting time of one (1:00) o'clock p.m. or later or have a regular ending time of twelve (12:00) o'clock noon or earlier, shall receive a shift differential as follows:

- a. Effective January 1, 2019, the shift differential shall be increased by \$27.00.
- b. Effective January 1, 2020, the shift differential shall be increase by \$27.50.

**6. Welfare Fund**

The County shall forward the following annual amount for each employee, payable in equal monthly installments, to the Association Welfare Fund:

January 1, 2018: \$2,325.00

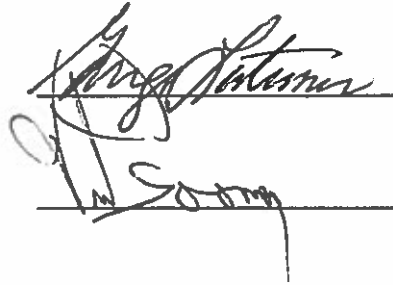
January 1, 2019: \$2,375.00

January 1, 2020: \$2,450.00

All proposals not addressed by the Memorandum of Agreement are withdrawn by the parties.

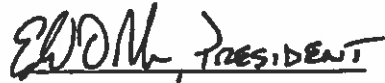
Agreed to by and between the parties' representatives, as set forth below.


FOR THE COUNTY

  
\_\_\_\_\_  
\_\_\_\_\_

Date: 10/9/18

FOR THE UNION

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

Date: August 27, 2018