

Detective Investigators Association Memorandum of Agreement  
December 14, 2015

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2010-2019 MOA and the successor to the collective bargaining agreement terminating on January 15, 2010 to cover employees represented by the Union;

WHEREAS, the undersigned parties intend by this 2010-2019 MOA to cover all economic matters and to incorporate the terms of this MOA into the collective bargaining agreement covering the period of January 16, 2010 through March 18, 2019;

WHEREAS, the undersigned parties intend by this 2010-2019 MOA to continue all of the same terms and conditions specified in the Consent Determination terminating on January 16, 2010, except as amended below;

1. General Wage Increases

a. 2008-2010 Round

7/16/2015	2.00% compounded
7/16/2016	1.961% compounded
7/16/2017	2.00% compounded
7/16/2018	1.9605% compounded

b. 2010-2017 Round

7/16/2013	1.00%
7/16/2014	1.00% compounded
7/16/2015	1.00% compounded
2/16/2016	1.00% compounded
7/16/2016	1.50% compounded
7/16/2017	2.50% compounded
7/16/2018	3.00% compounded

2. Salary Schedule

For any employee hired into the title of Rackets Investigator (Title Code 30830) on or after July 16, 2016, the following salary schedule shall apply:

	7/16/2016	7/16/2017	7/16/2018
6th year	52,664	55,060	\$57,824
5th year	51,003	53,324	56000
4th year	50,092	52,371	55000
3rd year	49,181	51,419	54000
2nd year	48,271	50,467	53000
after 6 mos	47,360	49,515	52000
1st 6 months	45,538	47,610	50000

3. Lump Sum Payments Stemming from 2008-2010 Round

- a. For those continuously employed and active on the date of payment:
- |                         |                                |
|-------------------------|--------------------------------|
| 12/16/2015 <sup>1</sup> | 12.50% (1/8 of amount accrued) |
| 12/16/2017              | 12.50% (1/7 of amount accrued) |
| 12/16/2018              | 25.00% (1/3 of amount accrued) |
| 12/16/2019              | 25.00% (1/3 of amount accrued) |
| 12/16/2020              | 25.00% (remainder of amount)   |

4. Retirements

- a. Upon ratification, a Structured Retiree Claims Settlement Fund shall be established in the total amount of \$420,985 to settle all claims by retirees who have retired as DIA members between 1/16/10 through 6/30/14 concerning wage increases arising out of the 2008-2010 round of bargaining. The Fund will be distributed based upon an agreed-upon formula.
- b. Retirements on or after July 1, 2014 shall receive lump sum payments based on the same schedule as actives as set forth above in Paragraph 3.
- c. Individuals who separate from service with 20 or more years of service in a title covered by this agreement, who have received waivers under Section 211 of the New York State Retirement and Social Security Law, shall receive lump sum payments if the union agrees to fund such payments.

5. Ratification Bonus

A lump sum cash payment in the amount of \$4,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

- i. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
- ii. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 5 of the *2010-2019 DIA MOA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

6. Welfare Fund

Effective February 16, 2016, the welfare fund contribution shall be decreased by \$50 per employee (active and retiree) per annum.

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<sup>1</sup> This payment will be scheduled on or around April 1, 2016, assuming this MOA has been ratified on or before February 1, 2016.

7. Firearms Training

Effective February 16, 2016, two days of firearms training shall occur on annual leave days. For each of these days, employees shall receive only a regular day's pay at the straight-time rate and 8 hours of annual leave shall be deducted from their leave bank for each day.

8. Night Shift Differential

Effective February 16, 2016, the night shift differential identified in Article V, Section 1 of the collective bargaining agreement shall be eliminated.

9. Annual Leave

For employees hired on or after February 16, 2016, the annual leave allowance shall accrue as follows:

<u>Years of Service</u>	<u>Annual Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
1 <sup>st</sup> Year	12 days	08:00
2 <sup>nd</sup> Year	13 days	08:40
3 <sup>rd</sup> Year	14 days	09:20
5 <sup>th</sup> Year	19 days	12:40
8 <sup>th</sup> Year	24 days	16:00
15 <sup>th</sup> Year	26 days	17:20

10. Rescheduling

Effective February 16, 2016, Article IX, Section 3(d) of the collective bargaining agreement shall not apply to the first five rescheduled tours per employee per year.

11. Longevity

Effective February 16, 2016, Article III, Section 7(a) of the collective bargaining agreement shall be amended to include:

- 10-year longevity increment of \$1,500 for all titles
- 15-year longevity increment of \$2,500 (an additional \$1,000) for all titles
- 20-year longevity increment of \$3,500 (an additional \$1,000) for all titles

12. Labor/Management Committee

The parties agree that a labor/management committee will be formed at each District Attorney's Office to discuss the issue of promotions from Rackets Investigator to Senior Rackets Investigator and, for purposes of facilitating these discussions, the job specification for each title is attached to this agreement. Nothing contained in this section is intended to alter DCAS' ability to modify job specifications.

13. Health Savings

The May 5, 2014 letter agreement regarding health savings and welfare fund contributions between the Municipal Labor Committee and the City will be attached as an Appendix and is deemed to be part of this MOA.

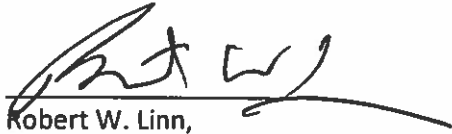
14. Duration

This agreement shall be effective from January 16, 2010 through March 18, 2019.

15. Ratification

This agreement is subject to ratification by the Union.

AGREED AND ACCEPTED:

A handwritten signature in black ink, appearing to read "Robert W. Linn", written over a horizontal line.

Robert W. Linn,  
as bargaining agent for the District Attorneys' Offices

A handwritten signature in black ink, appearing to read "John M. Fleming", written over a horizontal line.

John Fleming  
President



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
<http://nyc.gov/olr>

**ROBERT W. LINN**  
*Commissioner*

May 5, 2014

Harry Nespoli  
Chair, Municipal Labor Committee  
125 Barclay Street  
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,



Robert W. Linn  
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:   
\_\_\_\_\_  
Harry Nespoli, Chair

SUPERVISING RACKETS INVESTIGATOR

General Statement of Duties and Responsibilities

Under administrative supervision, in the Offices of the District Attorneys, supervises and coordinates work of employeas engaged in rackets investigations; performs related work.

Examples of Typical Tasks

- Supervises work of investigators and detectives in conducting investigations.
- Controls, coordinates and participates in varied and complex rackets investigations.
- Correlates information gathered by investigators and evaluates it with prosecutor.
- Performs highly confidential investigations of a most difficult nature.
- Trains subordinates in specialized technical procedures and methods.
- Prepares reports and maintains necessary records on activities.

Qualification Requirements

1. Graduation from high school or its equivalent and four years of full-time, paid experience in police enforcement or investigative work, two years of which must have been in rackets or police investigative work.
2. Education and/or experience which is equivalent to "1". However, all candidates are required to have two years of full-time, paid experience in rackets or police investigative work.

Lines of Promotion

None. This class of positions is classified in the non-competitive class.

7/1/19, - \$36,885 - \$48,206



SENIOR RACKETS INVESTIGATOR

General Statement of Duties and Responsibilities

Under general supervision, in the Offices of the District Attorneys, supervises the work of Rackets Investigators in the securing and verifying of facts for use in criminal proceedings and for possible legislative action; makes especially difficult investigations; performs related work.

Examples of Typical Tasks

Supervises work of Rackets Investigators, suggesting work methods; checks progress; reviews reports.

Assists investigators and Assistant District Attorneys in preparation of material for trial.

Testifies before grand or petit juries and in court about facts discovered during investigations.

Conducts especially difficult and highly confidential investigations and library research projects.

Trains investigators in use of electronic and technical equipment.

Prepares reports and maintains necessary records on activities.

Qualification Requirements

1. Graduation from high school or its equivalent and three years of full-time, paid experience in police enforcement or investigative work, one year of which must have been in rackets or police investigative work.
2. Education and/or experience which is equivalent to "1". However, all candidates are required to have one year of full-time, paid experience in rackets or police investigative work.

Lines of Promotion

None. This class of positions is classified in the non-competitive class.

NC-XI

CODE NO. 01786

30830

LYR changed  
number, per  
JH 5.11.88

Offices of the District Attorney, Counties of:  
Bronx, Kings, New York and Queens.

RACKETS INVESTIGATOR

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES

Under supervision, in the Offices of the District Attorneys, secures and verifies facts for use in criminal proceedings and for possible legislative action or investigates complaints to determine if criminal violations have been committed; performs related work.

Examples of Typical Tasks

Investigates a variety of complaints; performs undercover work.

Obtains information on activities of and identifies suspects and criminals.

Interviews complainants and witnesses.

Participates in raids and secures and preserves evidence obtained in such raids.

Installs and operates wire tapping equipment.

Testifies before grand or petit juries and in court relating to facts discovered during investigations.

Prepares reports on activities.

Qualification Requirements

1. A baccalaureate degree from an accredited college; or
2. High school graduation and two years of full-time paid experience in police enforcement or investigative work; or
3. A satisfactory equivalent.

Lines of Promotion

None. This class of positions is classified in the non-competitive class.

R 4/30/80