

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the City of New Rochelle (the "City") and the Police Association of New Rochelle (the "Police Association") also known as the New Rochelle Police Benevolent Association ("PBA") dated this ____ day of August, 2019.

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor Agreement to a Contract that expires on December 31, 2019; and

WHEREAS, the parties have arrived at a tentative agreement;

Now, therefore, the parties agree as follows:

- The provisions of the Stipulation are subject to ratification by the members of the City Council and the general membership of the Police Association.
 - A copy of this original document has been furnished to the representatives of the Police Association.
 - This Stipulation constitutes the full and complete agreement regarding all provisions of the labor contract to be executed hereunder during its term.
 - The provisions of the expired Collective Bargaining Agreement shall be carried forward except as modified by this Stipulation, the terms of which shall be incorporated into a successor collective bargaining agreement.
 - Unless otherwise noted, all dates involving the duration of the Agreement shall be confirmed to the duration of the negotiated Agreement.
1. Dates/duration of Agreement:
 - A. Change the Effective Date on the cover page from "January 1, 2010" to "January 1, 2020".
 - B. Revise the first sentence of Article I, Section 5 to read as follows:

"Termination and Modification". This Agreement shall be effective as of the 1st day of January, 2020 and shall remain in effect until the 31st day of December, 2026.
 2. Modify Article II, Section 5 -- Union Investigation of Grievances During Work Hours - to add consultation with accountants and financial professionals to the first sentence of this section.
 3. Modify Article II, Section 8 -- Leaves to Attend Union Conventions or Functions - Paragraph "1" to change 20 working days to 35 working days; and in Paragraph "2", to change 15 working days to 30 working days.

4. Modify Article V, Section 1 – Compensation, Annual Salaries - to increase annual salaries by the following percentages:

Effective 1/1/20, increase annual salaries by 1.75%
 Effective 1/1/21, increase annual salaries by 1.75%
 Effective 1/1/22, increase annual salaries by 2%
 Effective 1/1/23, increase annual salaries by 2%
 Effective 1/1/24, increase annual salaries by 3%
 Effective 1/1/25, increase annual salaries by 3%
 Effective 1/1/26, increase annual salaries by 3%

<u>Effective Date</u>	<u>% Increase</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>6th and following</u>
1/1/2019		\$ 53,541	\$ 63,072	\$ 72,602	\$ 82,133	\$ 91,663	\$ 101,194
1/1/2020	1.75%	\$ 54,478	\$ 64,176	\$ 73,873	\$ 83,570	\$ 93,267	\$ 102,965
1/1/2021	1.75%	\$ 55,431	\$ 65,299	\$ 75,165	\$ 85,033	\$ 94,899	\$ 104,767
1/1/2022	2.0%	\$ 56,540	\$ 66,605	\$ 76,669	\$ 86,733	\$ 96,797	\$ 106,862
1/1/2023	2.0%	\$ 57,671	\$ 67,937	\$ 78,202	\$ 88,468	\$ 98,733	\$ 108,999
1/1/2024	3.0%	\$ 59,401	\$ 69,975	\$ 80,548	\$ 91,122	\$ 101,695	\$ 112,269
1/1/2025	3.0%	\$ 61,183	\$ 72,074	\$ 82,964	\$ 93,856	\$ 104,746	\$ 115,637
1/1/2026	3.0%	\$ 63,018	\$ 74,236	\$ 85,453	\$ 96,672	\$ 107,888	\$ 119,107

Above is the salary schedule with the mentioned general wage increases for all police officers of the Police Association.

5. Modify Article V, Section 2 – Longevity - to increase longevity as follows:

For years 2020-2026, increase longevity upon the completion 5, 10 or 15 years of service as a Police Officer by the amount of \$75 each year.

For years 2020-2026, increase longevity upon the completion of 17 years of service as a Police Officer by the amount of \$100 each year.

6. Modify Article V, Section 3 – Detective Compensation - to increase Detective Compensation by the same percentages increase applied to the salaries specified in #3 above.

<u>Effective Date</u>		<u>Det. 3rd Grade</u>	<u>Det. 2nd Grade</u>	<u>Det. 1st Grade</u>
01/01/20	1.75%	\$ 5,058	\$ 5,467	\$ 5,927
01/01/21	1.75%	\$ 5,147	\$ 5,563	\$ 6,031
01/01/22	2.00%	\$ 5,249	\$ 5,674	\$ 6,151
01/01/23	2.00%	\$ 5,354	\$ 5,787	\$ 6,274

01/01/24	3.00%	\$ 5,515	\$ 5,961	\$ 6,463
01/01/25	3.00%	\$ 5,681	\$ 6,140	\$ 6,656
01/01/26	3.00%	\$ 5,851	\$ 6,324	\$ 6,856

7. Modify Article V, Section 4 – Field Training Officer (FTO) - to provide that effective January 1, 2020, the FTO stipend payable during the period a Police Officer is assigned as an FTO shall be as follows:

- a) \$1,600 if training one officer;
- b) \$2,000 if training 2-4 officers; and
- c) \$2,500 if training 5 or more officers

8. Article V, Create New Section 5.

Effective January 1, 2020, the Police Commissioner shall have the discretion to designate certain members of the bargaining unit as police specialist. This designation shall be for a period of time deemed appropriate by the Commissioner and may be rescinded in his/her sole and absolute discretion. Among the factors the Commissioner may consider in making this designation are the performance of specialized assignments, assignment to specialized units, the possession of training beyond that of other officers, and possession of certain skills not generally possessed by other members of the Department.

During the period of time Police Officers are designated as Police Specialists, they shall receive additional compensation as follows:

- a) During their first full year holding the designation as Police Specialist, in supplemental compensation, police specialist 3rd Grade;
- b) During the second full year holding the designation as Police Specialist, in supplemental compensation, police specialist 2nd Grade; and
- c) During the third full year and thereafter holding the designation of Police Specialist in supplemental compensation, Police Specialist 1st Grade.

Effective Date		Police Specialist 3rd Grade	Police Specialist 2nd Grade	Police Specialist 1st Grade
01/01/20	1.75%	\$ 2,529	\$ 2,734	\$ 2,963
01/01/21	1.75%	\$ 2,573	\$ 2,781	\$ 3,015
01/01/22	2.00%	\$ 2,625	\$ 2,837	\$ 3,076
01/01/23	2.00%	\$ 2,677	\$ 2,894	\$ 3,137
01/01/24	3.00%	\$ 2,758	\$ 2,981	\$ 3,231
01/01/25	3.00%	\$ 2,840	\$ 3,070	\$ 3,328

01/01/26 3.00% \$ 2.925 \$ 3.162 \$ 3.428

9. Delete Article VI, Section 8(b)(2) – Overtime – regarding lack of eligibility for overtime for follow up cases. Effective January 1, 2020 the May 26, 1969 memorandum regarding overtime shall be deemed modified to delete subsections (c) and (e).
10. Modify Article VI, Section 3 – Overtime - to change 2-2/3 (two and two-thirds) hours' pay to three (3) hours pay in 2020. Increase to four (4) hours pay in 2023.
11. Modify Article VI - Overtime – Add new Section 10, to provide as follows:

Compensatory Time - Effective January 1, 2020, bargaining unit members otherwise eligible for overtime compensation for authorized work beyond their regular tour of duty, may elect to receive overtime compensation in the form of compensatory time. Employees may accumulate up to forty (40) hours of compensatory time at the overtime rate of time and one-half. Any authorized overtime above forty (40) hours will be paid as overtime. Officers wishing to utilize compensatory time shall provide a written request to the Police Commissioner or his designee. The use of this time is subject to the approval of the Commissioner or his designee, who shall, in his discretion, grant or deny the request provided that any such denial shall not be unreasonable. All compensatory time earned and accumulated shall be used in the contract year in which it is earned. The Department reserves the right to mandate the use of compensatory time at a time it determines appropriate during the calendar year in which it is earned. Before mandating the use of compensatory time the Commissioner shall provide the member with a reasonable opportunity to schedule the use of his her compensatory time. Any compensatory time not utilized shall be paid at the rate of pay in effect when earned, within two pay periods of the end of contract year in which it was earned (i.e., by the end of January of the following year at the prior year's rate).

12. Modify Article VII, Section 2 -Vacation - as follows:

Bargaining unit members shall be permitted to utilize one (1) vacation day per year as a non-scheduled floating vacation day. A request for a floating vacation day is subject to the prior approval of the Police Commissioner or his designee which approval shall not be denied unreasonably. The request shall be made a minimum of seventy-two (72) hours in advance except that such notice may be waived in cases of an immediate emergency. Floating vacation days will not be granted on the following holidays:

New Years' Day
Memorial Day
Independence Day
Labor Day
Election Day
Thanksgiving Day or
Christmas Day

Floating vacation days shall not be granted after Thanksgiving Day.

13. Modify Article VII, Section 5 – Death Leave – to read as follows:

Death Leave – A member of the Department may be granted up to four (4) working days, dating from date of death, leave of absence with pay by his Commanding Officer in the event of the death of the employee's or his/her spouse or domestic partner's grandparents, brother, sister, child, father or mother, step family members of these same titles, or any relative of the employee or his spouse living in the same dwelling with the employee.

14. Modify Article VII, Section 6 – Sick Leave – to provide Officers who are relieved due to sickness during a tour of duty shall be charged one-half day of sick leave.

15. Modify Article VII, Section 6(b) – Sick Leave – to change 240 days to 300 days.

16. Modify Article VII, Section 6(d) – Sick Leave Incentive – to increase the Sick Leave Incentive by 10% effective 1/1/22 and by an additional 10% effective 1/1/26.

17. Modify Article VII, Section 8 – Maternity Leave – shall be retitled Parental Leave and modified as follows:

Any unit member shall be entitled to eight (8) calendar days parental leave with pay commencing within thirty (30) days of the birth or adoption of a child.

18. Modify Article VIII, Section 1 – Pensions –

Add new Section 4 to reflect the prior addition of 375(i)(p) of the RSSL.

19. Modify Article IX, Section 1 – Hospitalization, Surgical, Major Medical Insurance and Death Benefits - Modify the last paragraph to provide that the opt out payment shall be determined by the City, but shall not be less than \$600 per month.

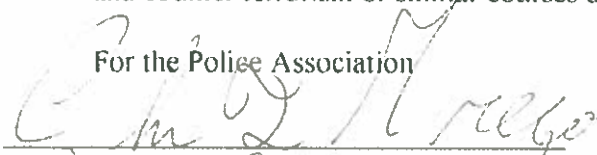
20. Modify Article IX, Section 2 – Retiree Coverage – as follows:

- a) Effective January 1, 2020, modify Section 2 to provide that employees hired on or after that date shall contribute eighteen percent (18%) of the applicable premium, individual or dependent, during their retirement. Employees hired prior to that date and subsequent to January 1, 1972 shall continue to be covered without premium contribution. The parties have agreed that in future negotiations neither side shall make proposals regarding the retiree health insurance contribution for employees hired prior to January 1, 2020.
- b) Section 2 shall also be modified to delete the reference to age sixty-five (65).

21. Modify Article IX, Section 5 – Funeral Expense - Modify to change \$1,000 to \$10,000.


- 22. Modify Article IX, Section 8 – Welfare Fund - as follows: For years 2020-2026, increase the Welfare Fund per unit member each year by \$50.
- 23. Modify Article X, Section 2 – Uniform and Cleaning Allowance - as follows: For years 2020-2026, increase the Uniform and Cleaning Allowance by \$35 each year to each member of the bargaining unit.
- 24. Modify Article X, Section 5 – Personal Items (Compensation for Loss) – to change \$75.00 to \$250.
- 25. Modify Article X, Section 11 (b) – Tuition Reimbursement – to add courses in forensics and counter terrorism or similar courses deemed appropriate by the Commissioner.

For the Police Association



PBA President

For the City of New Rochelle



Vincent Soomey, Labor Counsel
Christine Wedge
