

AGREEMENT

BETWEEN

THE CITY OF NEW ROCHELLE

AND

POLICE ASSOCIATION OF NEW ROCHELLE, N.Y., INC.

Effective January 1, 2010

AGREEMENT

Between

The City of New Rochelle

And

Police Association of New Rochelle, NY. Inc.

Effective January 1, 2010

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AGREEMENT

BETWEEN

THE CITY OF NEW ROCHELLE

AND

POLICE ASSOCIATION OF NEW ROCHELLE, N.Y., INC.

Effective January 1, 2010

ARTICLE I - SCOPE OF AGREEMENT

1. Identity of the Parties. This AGREEMENT is made and entered into at New Rochelle, New York, pursuant to the provisions of Article XIV, Section 204 of the New York State Civil Service Law, by and between the CITY OF NEW ROCHELLE, a municipal employer, hereinafter referred to as the "EMPLOYER", and POLICE ASSOCIATION OF NEW ROCHELLE, N.Y. Inc., hereinafter referred to as the "UNION".

When action is required to implement this AGREEMENT on the part of the EMPLOYER, it is understood that said action shall be taken by the City Manager unless otherwise indicated herein.

2. Endorsement of Principles. The EMPLOYER endorses the practices and procedures of collective bargaining as a fair and orderly way of managing its relations with its employees, insofar as such practices and procedures are consonant with the peculiar right and obligation of the EMPLOYER to conduct its affairs and perform its legitimate services in a responsible and efficient manner. The parties mutually recognize that this AGREEMENT is not intended to modify any of the discretionary authority vested in the EMPLOYER by the laws and statutes of the State of New York.

3. Statutory Limitations. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

4. Intent of the Agreement. It is the intent of this AGREEMENT to provide for the terms and conditions of employment of the employees covered by this AGREEMENT; to prevent interruption of work and interference with the efficient operations of the EMPLOYER; and to provide an orderly and prompt method for handling and processing grievances.

5. Termination and Modification. This AGREEMENT shall be effective as of the 1st day of January 2010 and shall remain in effect until the 31st day of December 2019. This AGREEMENT shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before one hundred and eighty (180) days prior to the termination date, that it desires to modify this AGREEMENT. In the event that such notice is given, negotiations will commence not later than thirty (30) days thereafter.

6. Identity of Officers. Both parties to this AGREEMENT have the right to constitute their officers concerned with the administration of this AGREEMENT according to their own requirements. The parties agree that they shall give written notice to each other of the identity of their officers as of the effective date of this AGREEMENT and at any time

subsequent to such effective date, that changes in that roster may be made.

7. Pledge Against Discrimination and Coercion. The provisions of this AGREEMENT shall be applied equally to all employees in the bargaining unit without discrimination as to rank, age, sex, marital status, race, color, creed, national origin or political affiliation. The UNION shall share equally with the employer the responsibility for applying this provision of the AGREEMENT.

All references to employees in this AGREEMENT designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

The EMPLOYER agrees not to interfere with the right of employees to become members of the UNION, and that there will be no discrimination, interference, restraint or coercion directed by the EMPLOYER or any of the EMPLOYER's representatives against any employees because of UNION membership or because of employee activity in an official capacity on behalf of the UNION.

The UNION recognizes its responsibility as bargaining agent and to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

8. Employees to Receive Copies of Agreement. The City agrees that it shall print or otherwise legibly reproduce copies of this AGREEMENT and shall distribute the same to each employee covered by this AGREEMENT and shall distribute the same to each new employee covered by this AGREEMENT upon the date of his appointment.

ARTICLE II - UNION RIGHTS

1. Union Recognition (Bargaining Unit). The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all police officers, employed by the EMPLOYER below the rank of Sergeant, and such recognition shall remain in full force and effect during the entire term of this AGREEMENT.

2. Union Membership and Dues Check off. The EMPLOYER agrees that it will continue to deduct from the pay of each member of the UNION (whether or not included within the bargaining unit set forth in "1" above) union dues in such amount as is certified by the UNION to the EMPLOYER, and to maintain such dues deductions in accordance with the terms and conditions of the form of authorization for payroll deduction of UNION dues provided by the UNION. Such authorizations shall be forwarded to the Commissioner of Finance of the City of New Rochelle.

Payroll deductions of UNION dues of those who have properly executed authorization for payroll deduction of union dues shall be honored in accordance with the amount certified by the UNION. New employees who hereafter properly execute authorizations for payroll deduction of UNION dues shall similarly be honored and shall become effective at the time the authorization is signed by the EMPLOYEE, and deductions from the pay of the employee shall commence beginning with the next full pay period after such signing and be continued on each pay period thereafter.

The aggregate total of all such deductions shall be remitted by the EMPLOYER, every pay day, to the designated financial officer of the UNION together with a list of the names of those employees who have either been added to or deleted from the dues deduction roster since the last pay period. This list shall be prepared and forwarded by the EMPLOYER to the designated financial officer of the UNION.

3. Notification of Personnel Changes. The EMPLOYER agrees to notify the UNION of all new hires or terminations occurring within the bargaining unit, as well as of

changes affecting the job or pay status of employees in the bargaining unit. This notification shall be in the form of a copy of the official personnel action authorization by means of which such changes are effected.

4. Union Activity During Working Hours. The UNION agrees that its members will not solicit membership in the UNION or otherwise carry on UNION business on EMPLOYER time except as specified in this AGREEMENT.

5. Union Investigations of Grievances During Working Hours. The President of the Police Association or his/her designee shall have a reasonable period of time during working hours, without the loss of pay, to investigate grievable matters, to consult with the PBA attorney and/or to adjust grievances. Either the President, or his/her designee, may act in such capacity during working hours, but not both of them at the same time. The President or his/her designee may also attend grievance arbitrations, disciplinary and disability hearings during working hours without loss of pay. The President shall request permission from his/her supervisor to leave his/her work area for the purpose set forth in this provision. Such permission may be withheld by the supervisor only because of operating requirements, but in no event for more than twenty-four (24) hours, in which case the President's designee may serve in place of the President.

6. Union Attendance at Official Meetings with Management. Accredited members of the UNION's negotiation committee may attend meetings for the purpose of negotiations during working hours without loss of pay. UNION officials may attend meetings with management during working hours, without loss of pay, when such meetings are requested by either party and approved by the Director of Personnel.

7. Union Activity. The CITY also agrees that the UNION shall be allowed to hold its regular or special meetings in such places as the UNION has heretofore utilized and that such meetings may be held even though certain members of the UNION are on duty in such place or places designated.

The CITY further agrees that the President shall not be assigned to a regular work chart but shall be assigned to the 8:00 A.M. to 4:00 P.M. tour of duty, or to another tour of his or her choice, with the consent of the Police Commissioner.

8. Leaves to Attend Union Conventions or Functions. The President of the UNION or his designee shall be granted leaves of absence, without loss of pay, to attend state, national or international conventions of their organizations, educational conferences in which their organization participates or sponsors, PBA related funerals, PBA sponsored events or any like functions, provided, however, that the leaves of absence to which this paragraph applies shall not exceed a total of twenty (20) working days in any calendar year.

In addition to the foregoing, the President of the UNION or his designee shall be entitled to an additional fifteen (15) working days leave to attend to official business of the UNION, provided that the UNION shall reimburse the CITY an amount equal to fifteen (15) times the actual per diem rate of pay applicable to said President during each calendar year. Such reimbursement may be prorated and paid on a quarterly or semi-annual basis.

9. Bulletin Boards. The EMPLOYER will furnish and maintain suitable bulletin boards in convenient places in each principal work area to be used by the UNION. All materials posted shall be in good taste.

10. Office Space. EMPLOYER agrees to provide private appropriate office space in Police Headquarters for use by the UNION. That the UNION shall have the right to install and maintain a telephone at its own expense.

11. No Strike. The UNION agrees that it shall not cause, instigate, encourage or

condone a strike on its part or on the part of any of its members.

12. Union Use of Police Vehicles at Funerals. Subject to the approval of the Commissioner of Police the UNION shall be allowed the use of marked police vehicles when members of the UNION attend funerals of police officers in other jurisdictions.

13. Notification to Union (Legislation). The EMPLOYER will notify the UNION of any state legislation to be proposed by the EMPLOYER prior to its proposal if such legislation may affect the working conditions, benefits, or retirement rights of the employees.

14. Payroll Deductions. The EMPLOYER shall provide payroll deductions to implement any programs administered or assisted in by the UNION. Such deductions shall be taken out in one lump sum amount, and changes therein may only be made at reasonable and practicable intervals.

15. Vending Machines. Subject to the approval of the Commissioner, the UNION shall have the right to install and maintain all soda and vending machines in the police squad room.

ARTICLE III - MANAGEMENT RIGHTS

1. Fundamental Employer Rights. Management possesses the sole right to manage and direct the operations of the CITY and all management rights repose in it, but such rights must be exercised consistently with the provisions of this contract. These rights include but are not limited to the following: To determine the standards of service to be observed by the EMPLOYER; to determine the standards of selection for employment; to direct employees; to take disciplinary action for just cause; to relieve its employees from duty due to lack of work or funds; to maintain the efficiency of its operations; to determine the methods, means and number of personnel by which its operations are to be conducted; to determine the contents of job descriptions; to take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work.

2. Rules and Regulations. If any conflict exists between the rules and regulations of the Police Department and the provisions of this AGREEMENT, then the provisions herein contained shall be controlling.

3. No Lock-out Provision. The EMPLOYER will not lock-out any employees during the term of this AGREEMENT.

ARTICLE IV - WORK WEEK

1. Work Week and Tours of Duty. All employees in the bargaining unit shall be required to work an average of 35.5 hours per week. There shall be in effect a 4/72 duty chart, which shall be applicable to all employees in the bargaining unit whose duty requires them to work rotating tours of duty, except that the EMPLOYER has the right to switch tours for established training schedules. For all other employees in the bargaining unit, a work schedule shall be designed to ensure that the work week averages 35.5 hours. The regular schedule provided herein shall be understood to mean actual working hours. In addition, each officer, except detectives, shall work one (1) additional chart day per year. This day shall be scheduled so as not to interfere with an officer's vacation, personal days and holidays. The CITY shall use its best efforts not to schedule this day on weekends.

2. The attached Steady Tour Stipulation of Agreement is incorporated by reference.

ARTICLE V - COMPENSATION

1. Annual Salaries. The EMPLOYER shall pay to Police Officers the following schedule of annual salaries during the term of this AGREEMENT:

Police Officers hired prior to 7/1/13

<u>Effective Date</u>	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>	<u>5th and following years</u>
01/01/10	47,642	55,993	64,342	72,688	81,041
01/01/11	48,357	56,833	65,307	73,779	82,256
01/01/12	49,324	57,970	66,613	75,254	83,901
01/01/13	50,310	59,129	67,945	76,759	85,579
01/01/14	51,317	60,312	69,304	78,294	87,291
01/01/15		62,121	71,383	80,643	89,910
01/01/16			73,525	83,062	92,607
01/01/17				85,554	95,385

All Police Officers hired prior to 7/1/13 are at step five, the maximum salary, by 7/1/17

01/01/18	98,247
01/01/19	101,194

Police Officers hired on or after 7/1/13

<u>Effective Date</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 years</u>
07/01/13	45,279	53,339	61,399	69,459	77,519	85,579
01/01/14	46,185	54,406	62,627	70,849	79,070	87,291
01/01/15	47,570	56,038	64,506	72,974	81,442	89,910
01/01/16	48,997	57,719	66,441	75,163	83,885	92,607
01/01/17	50,467	59,451	68,434	77,418	86,401	95,385
01/01/18	51,981	61,234	70,487	79,741	88,994	98,247
01/01/19	53,541	63,072	72,602	82,133	91,663	101,194

The parties agree that the EMPLOYER has the right to appoint probationary Police Officers either at the minimum salary or any higher amount above the minimum and that, in either case, the salary will move to the next higher step after one year of service.

Effective January 1, 1990, an additional 3.15% salary was incorporated into annual salary in full satisfaction and payment for time worked beyond the 8 hour tour as follows:

a) All unit members except detectives receive such additional salary since they are required to report to duty not less than 15 minutes prior to the commencement of each tour.

b) All unit members who are detectives receive such additional salary since they are required to work beyond their regular work hours to follow up cases occurring during regular work hours in conformance with past practice resulting from 1969 memo on

the subject. Detectives will continue to receive overtime compensation pursuant to Article VI-8 of the Collective Bargaining Agreement.

c) All unit members who are compensated as detectives, but act as uniformed non-investigative detectives, except youth officers, when assigned to a tour of duty of 8 a.m. to 4 p.m., 4 p.m. to 12 midnight, or 12 midnight to 8 a.m. are required to report for duty 15 minutes prior to the commencement of their tour of duty to attend roll call. Uniformed non-investigative detectives shall not be subject to the limitations governing overtime set forth in Article VI, Section 8 (b) of the collective bargaining agreement or the provisions of the 1969 memo such that they shall receive overtime for all work beyond their regular daily tour of duty.

d) The annual salary of a Police Officer who transfers to the City of New Rochelle: Notwithstanding any other contractual provision, City ordinance or policy to the contrary, a Police Officer who transfers to the City of New Rochelle may be placed on a salary step commensurate with his/her number of completed years of full-time service as a Police Officer with the government from which transfer is made. Such placement on a salary step shall have no effect on the salary of any other Police Officer. The seniority of such transferred officer shall commence on the date of appointment to the New Rochelle Police Department except as otherwise required by any law which legally super-cedes this agreement.

2. Longevity. An employee shall be entitled to a longevity payment above his annual base rate as follows:

After number of years service:					
Effective Date					
	5 years	10 years	15 years	17 years	
01/01/10	1,300	1,500	1,700	3,300	
01/01/11	1,375	1,575	1,775	3,400	
01/01/12	1,450	1,650	1,850	3,500	
01/01/13	1,525	1,725	1,925	3,600	
01/01/14	1,600	1,800	2,000	3,700	
01/01/15	1,675	1,875	2,075	3,800	
01/01/16	1,750	1,950	2,150	3,900	
01/01/17	1,825	2,025	2,225	4,000	
01/01/18	1,900	2,100	2,300	4,100	
01/01/19	1,975	2,175	2,375	4,200	

The longevity payments above are non-cumulative, shall be included as part of the employee's base salary and shall become effective on the payroll period following the employee's anniversary date.

3. Detective Compensation. Detectives shall receive supplemental compensation during the term of this AGREEMENT as follows:

Effective Date	Det. 3rd Grade	Det. 2nd Grade	Det. 1st Grade
01/01/10	3,981	4,303	4,665
01/01/11	4,041	4,367	4,735
01/01/12	4,121	4,454	4,830
01/01/13	4,204	4,544	4,926
01/01/14	4,288	4,634	5,025
01/01/15	4,416	4,773	5,175

01/01/16	4,549	4,917	5,331
01/01/17	4,685	5,067	5,491
01/01/18	4,826	5,216	5,655
01/01/19	4,971	5,373	5,825

4. Field Training Officer (FTO). The Police Commissioner shall assign FTOs annually on a voluntary basis to provide training and development of newly appointed Police Officers. During the period a Police Officer is assigned as an FTO, his/her regular schedule will be suspended, which schedule may be changed only on a weekly basis within the established tours of duty in the existing patrol work chart, and he/she will work such schedule as assigned by the Police Commissioner. An FTO shall be granted an annual stipend of \$1,500 during any calendar year in which the FTO completes the field training of one or more Police Officers. Such stipend shall be payable in September.

ARTICLE VI - OVERTIME

1. The EMPLOYER agrees that it will compensate every employee in the bargaining unit at the rate of time and one-half (1-1/2) per hour for each hour of overtime worked by him over and above the regular daily tour of duty of such employee on such day, except as hereinafter provided.

2. With respect to any overtime worked beyond the regular daily tour on a Sunday or any of the holidays specified in Article VII, an employee in the bargaining unit shall be compensated for such overtime at the rate of double his regular hourly rate of pay.

3. Employees recalled to duty and required to report for a period of time that does not run into their regular tour shall be paid for a minimum of two and two-thirds (2-2/3) hours pay at time and one-half (1-1/2). When employees are recalled to duty (pre-shift) which runs into the start of the tour, they shall be paid for such pre-shift hours of work up to the start of their tour on the same basis as overtime after the tour, namely, time and one-half (1-1/2) for the hours actually worked up to the start of the tour. Recall shall be compensated for from the time the employee reports for duty. Recall compensation shall be provided for any and all duty assigned in recall including but not limited to regular duty, court proceedings, and the like.

4. If the court recall is not cancelled prior to the time the officer actually reports for work, he shall receive a minimum of two and two-thirds (2-2/3) hours overtime work assigned or pay in lieu thereof.

5. It is further agreed that members of the bargaining unit held over from one tour to the next shall be compensated for a minimum of one (1) hour at the rate of time and a half (1-1/2).

6. Overtime shall be computed on the basis of a 35.5 hour work week.

7. If an employee is directed to write a P.D. 37 (interdepartmental communication) during his off duty hours, he shall be given one (1) hour compensation at straight time in cash.

8. (a) All Detectives shall be compensated for overtime for hours spent

1. In court time while off duty (see 1969 Memo).
2. On non-follow-up duty (see 1969 Memo).
3. For follow-up while on 72-hour swing.
4. For court time beyond eight (8) hours in a day if switched.

(b) Detectives shall not be compensated for hours spent

1. In court time if "taken off the block," i.e. switched schedule.

2. In follow-up of cases occurring during regular tour days except as is provided for in Article V, Section 1(b) of this Agreement.

(c) All such overtime must be authorized by the officer in charge at the time and later substantiated by the Commissioner of Police.

9. Members assigned to present instruction in the Departmental Training Program shall be entitled to one hour pay at straight time for each hour of instruction. Said pay is for preparation time during off-duty hours and shall be paid only once for each subject presented by the officer. Whenever the same subject is presented by the same member subsequent to initial presentation, there shall be no entitlement to such additional pay. This provision shall not be applicable to any Police Officer who serves in a full-time training capacity.

ARTICLE VII - LEAVES

1. Holidays.

(a) The parties hereto agree that certain specified holidays are recognized despite the fact that such holidays may fall during a regular tour of duty of an employee who is a member of the bargaining unit. Since such holidays cannot be observed without disruption of the operation of the Police Department, it is agreed that twelve (12) additional days' pay shall be paid to each employee in the bargaining unit, payable five (5) days' pay the first pay period in June and seven (7) days' pay the first pay period in December.

Twelve days' pay shall be in lieu of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday (on the date celebrated)
5. Memorial Day (on the date celebrated)
6. Independence Day
7. Labor Day
8. Columbus Day (on the date celebrated)
9. Election Day
10. Veterans' Day (on the date celebrated)
11. Thanksgiving Day
12. Christmas Day

2. Vacations.

(a) All employees covered by this AGREEMENT shall be entitled to annual vacation leave in conformity with the following schedule:

For the first (1st) year of service	- 8 Duty Tours
For the second (2nd) year of service	- 9 Duty Tours
From the third (3rd) year through the fifth (5th) year of service	- 10 Duty Tours
From the sixth (6th) year through the twelfth (12th) year of service	- 15 Duty Tours

(b) An employee shall have the right to accrue unused annual vacation time up to a maximum of two (2) years entitlement. However, the taking of such vacation shall be subject to the approval of the Commissioner.

(c) An employee, recalled from vacation shall be reimbursed for all vacation expenses involved representing actual losses that are reasonably incurred. The working time involved in the recall shall be compensated as applicable as in the case of recall under the contract.

(d) The present practice with regard to vacation splitting shall be continued. It is agreed that an employee may be permitted to split his vacation into three (3) parts at the discretion of the Commissioner.

3. Special Severance Vacation Leave Pay. In the final year during which retirement of an employee is scheduled, upon the recommendation of the Commissioner of Police and the approval of the City Manager, special vacation leave pay may be granted in accordance with the following schedule:

Between 20 and 25 years of service - 80% of one (1) month's pay

In the 25th year of service - One (1) months' pay

In the 30th year of service - Two (2) months' pay

In the 35th year of service - Three (3) months' pay

In computing the actual leave allowance under this section, service in excess of twenty-five (25) years shall be pro-rated in accordance with the years of service in addition to regularly scheduled annual vacation leave.

4. Personal Leave. The EMPLOYER agrees that each employee in the bargaining unit shall be entitled to three (3) days of personal leave each (not to be taken out of sick leave), the time of taking such days to be subject to the prior approval of the Commissioner, which approval shall not be unreasonably denied. Notice shall be given in advance of at least sixteen (16) hours to the Police Commissioner or his designee except that such notice shall be waived in cases of immediate emergency. Personal leave days will not be taken on the following holidays except in cases of emergency; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Election Day and Christmas Day.

5. 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 his grandparents, brother, sister, spouse, child, father or mother of the employee, father or mother of his spouse, or any relative of the employee or his spouse living in the same dwelling with the employee.

6. Sick Leave.

(a) An employee shall be entitled to twelve (12) sick days for each calendar year and shall be credited with his full entitlement of sick leave for that calendar year on January 1st.

(b) Sick days may be accumulated to a maximum of 240 days.

(c) The present practice relating to employees who exhaust their sick leave shall continue, which is in individual cases, within the discretion of the City Manager

to extend it by sixty (60) days and the City Council may extend an individual up to one (1) year.

(d) Sick Leave Incentive: Any member of the Police Association on the payroll at the full rate of pay for the entire year, and who works at least 160 days during that year, will receive a sick leave incentive payable by January 31st, of the following year as specified below:

	<u>Effective</u>		
	<u>01/01/05</u>	<u>01/01/14</u>	<u>01/01/18</u>
0 sick leave hours used during the calendar year:	\$1,200	\$1,320	\$1,452
Absent on sick leave not more than one tour of duty during a calendar year regardless of whether the tour is 8 or 9 hours:	\$800	\$880	\$968
Absent on sick leave not more than two tours of duty during a calendar year regardless of whether the tour is 8 or 9 hours:	\$400	\$440	\$484

7. Compassionate Leave. In the event of critical or serious illness of an employee's grandparents, brother, sister, spouse, child, father or mother of the employee, father or mother of his spouse or a relative of the employee or his spouse living in the same dwelling with the employee, compassionate leave with pay up to four (4) days in any one calendar year may be granted upon certification by the employee's private physician or the City Physician that the employee's presence at the bedside of the critically or seriously ill member of the immediate family was absolutely essential to the treatment, care and possible recovery of the ill person from a medical or therapeutic standpoint. Such certification shall be presented to the Police Commissioner or his representative before such leave with pay is granted.

8. Maternity Leave. A unit member shall be entitled to 4 calendar days maternity leave with pay commencing the date the unit member gives birth to a child. This provision will automatically become null and void if it is found to be discriminatory.

ARTICLE VIII - PENSIONS

1. Retirement Options

The EMPLOYER agrees that it will continue to provide to each employee in the bargaining unit the following retirement options under the New York State Police and Fire Retirement Systems (P&FRS):

- (1) 384-d of the Retirement and Social Security Law (RSSL)
- (2) 384-f RSSL
- (3) 375-i RSSL

The benefits provided by such plans are set forth in the sections noted above of the RSSL and the applicable summary plan descriptions.

2. The EMPLOYER agrees that it will continue to provide to each employee in the bargaining unit the benefit of Section 302, subdivision 9, paragraph (d) of the Retirement and Social Security Law, commonly known as the "One Year" bill.

3. The EMPLOYER agrees that it will, through its City Council, adopt any and all resolutions necessary to the implementation of all of the foregoing.

ARTICLE IX - HOSPITALIZATION, SURGICAL, MAJOR MEDICAL INSURANCE AND DEATH BENEFITS

1. Health Insurance. The health insurance plans currently sponsored by the EMPLOYER are as follows:

Oxford Liberty
Emblem Health
Oxford Liberty (HAS)
State Empire Plan -- Core Plus Enhancements

The EMPLOYER has the right to switch from the State Empire Plan to another plan which provides comparable coverage. No switch shall be made without the EMPLOYER first providing a minimum sixty (60) days notice prior to the effective date of the change. The UNION shall have the right to demand negotiations with the EMPLOYER prior to the effective date of the change. In the event the UNION does not agree with the change and the EMPLOYER makes the same, the UNION shall have the right to demand binding arbitration under Article XI-7. The arbitration shall commence at the AAA stage. The EMPLOYER agrees to pay any costs to return to the Empire Plan if an arbitrator rules that the City must return to the Empire Plan.

Coverage. Effective January 1, 1990, the EMPLOYER shall pay the following maximum amounts toward any EMPLOYER sponsored health insurance plan for each unit member (except for unit members first hired by the City prior to January 1, 1983 as noted below):

Individual + dependent coverage: 82% of the premium for individual + dependent coverage of the State Empire Plan -- Core Plus Enhancements

Individual coverage: 82% of the premium for individual coverage of the State Empire Plan -- Core Plus Enhancements

The parties agree to reopen negotiations on the percentage above that the City pays if the State Empire Plan modifies the basis it has historically utilized to determine premiums, that is, the experience of participants in the State Empire Plan as a whole.

For unit members hired by the Police Department prior to January 1, 1983, the EMPLOYER agrees to continue to pay the full cost of the State Empire Plan, Core Plus Enhancements, or such other plan which provides comparable coverage, or will pay up to the same dollar amount for unit members electing to enroll in another EMPLOYER sponsored plan.

In no event will the EMPLOYER pay a sum in excess of the health insurance plan premium.

Effective July 1, 2005, a unit member who elects not to be enrolled in a health insurance plan shall be compensated \$200 per month for each month the unit member is not enrolled in a health insurance plan. Effective January 1, 2015 the compensation to be paid to a unit member who elects not to be enrolled in a health insurance plan shall be in the amount of \$500 per month. Payment shall be made on a semi-annual basis. Employees who choose not to enroll shall consult with a Personnel Department representative regarding guidelines pertaining to such election not to be enrolled in a health insurance plan.

2. Retirees Coverage. The EMPLOYER agrees to pay the full cost of

individual and dependent coverage for hospitalization, surgical and major medical insurance for all employees in the bargaining unit who retired subsequent to January 1, 1972, and who have not reached the age of sixty-five (65) years or over under the State Empire Plan, Core plus Enhancements, or another plan which provides comparable coverage.

3. Health Insurance Coverage for Suspended Employees. The EMPLOYER agrees to continue to pay for the non-contributory health insurance for members on suspension pending adjudication of their cases.

4. Health Insurance Coverage for Eligible Dependents and Employees Killed in the Line of Duty. The EMPLOYER further agrees to pay the full cost of health insurance for dependents of members who are killed in the line of duty.

5. Funeral Expenses. The City shall pay up to one thousand dollars (\$1,000.00) of funeral expenses incurred by the family of a member who dies in the line or performance of duty.

6. Sick Leave (Exhaustion). In cases of contested sick leave status, the City will additionally take into account the opinion of a physician outside the Department or City government.

7. Guaranteed Ordinary Death Benefit. The EMPLOYER shall provide a guaranteed ordinary death benefit upon the death of its employees as provided in Section 360-b of the Retirement and Social Security Law.

8. Welfare Fund. The annual supplementary welfare fund allowance per unit member payable on July 1:

For	2010:	\$1,100
	2011:	\$1,150
	2012:	\$1,200
	2013:	\$1,250
	2014:	\$1,300
	2015:	\$1,350
	2016:	\$1,400
	2017:	\$1,450
	2018:	\$1,500
	2019:	\$1,550

Such allowance shall be based on authorized budgetary positions as of July 1st. Such allowance shall be paid to the Police Association which, in turn, shall apply the allowance exclusively towards the cost of benefits for all unit members. The Police Association warrants that the monies so paid shall not be co-mingled with other funds nor used for any purpose other than herein specified, and the Association and the Fund and its beneficiaries will hold the City harmless against any claims against the Fund, its operation, or the allocation of its resources.

ARTICLE X - GENERAL PROVISIONS

1. Probationary Appointments. The UNION and the EMPLOYER agree that a probationary appointment to the Police Department is deemed to be a trial period, the term of which is set forth in the Civil Service Rules; the parties further agree that while a probationary appointee is entitled to all the economic benefits and terms of this AGREEMENT, such appointee is, nevertheless, subject to discharge from the Department by the EMPLOYER for any reason deemed sufficient by the EMPLOYER and such discharge, if it occurs, shall not be subject to the grievance procedure hereafter established under Article XI.

2. Uniform and Cleaning Allowance. The annual uniform and cleaning allowance payable in January to each employee in the bargaining unit is:

For 2010: \$ 935
2011: \$ 970
2012: \$1,005
2013: \$1,040
2014: \$1,075
2015: \$1,110
2016: \$1,145
2017: \$1,180
2018: \$1,215
2019: \$1,250

A uniform and cleaning allowance of seven hundred fifty (\$750.00) dollars shall be paid to a new employee upon the completion of his probationary appointment retroactive to the date upon which he first became a probationary appointee of the Police Department. At the beginning of the next calendar year of his service as a permanent appointee of the Police Department, he shall receive a pro-rata share of the regular uniform and cleaning allowance as all other employees presently in the bargaining unit and on the same basis as set forth above; said pro-rata share shall be computed on the basis of the number of calendar days actually worked during the preceding year; thereafter he shall receive the full annual allowance as set forth in the first paragraph above.

3. Radio Motor Patrol Cars (Repair). If it becomes necessary to change a flat tire on a police vehicle, the employee shall have the right to call the Duty Tow Service when the municipal garage is closed.

4. Mileage Allowance (Outside City). A member of the Police Association who, with the prior authorization of the member's supervisor, uses his/her personal vehicle for travel outside the City of New Rochelle in the course of, or connected with his/her employment, shall receive a mileage allowance equal to the then prevailing rate established by the Internal Revenue Service computed on the roundtrip distance from headquarters to the place traveled.

5. Personal Items (Compensation for Loss). An employee shall be compensated for the loss and damage of personal items, excluding automobiles, in the course of a police action to a maximum of seventy-five (\$75.00) dollars per incident.

6. Polygraph. An employee may not be ordered to take a polygraph test.

7. Separation from Service (Cash Payment Entitlement). An employee, whose services are terminated for any reason except cause, or his legal representative in the event of death, shall be entitled to and shall within thirty (30) days, receive the cash payment of the monetary value of all benefits to which he has become entitled.

8. Squad room (Improvement in Facilities). There shall be an increased number of chairs and a pay phone installed in the squad room in police headquarters.

9. Standby. An employee who is ordered to be on standby shall be given one (1) hour compensatory time for every two (2) hours he actually remains on standby. Compensatory time for standby shall be pro-rated. For purposes of this section, standby is time that an employee is not actually on duty but is continuously available to report to duty within one (1) hour of receiving notification, and the employee is required to insure his availability by furnishing to the Commissioner of Police or his designee a place where he

may be so notified.

10. Subpoena Fees (Special Compensation After Separation from Service). A member, whose services are terminated for any reason except cause, who is called to testify in criminal or civil cases or administrative hearings that he investigated or in which he was involved in his official capacity prior to the termination of his services, shall be compensated for such appearances for a day's pay at the appropriate daily rate with the same compensation as the present rate for the rank he held at separation from service.

11. Tuition Reimbursement. The Police Commissioner may approve either partial or full reimbursement by the EMPLOYER of tuition for courses taken by unit members under the following circumstances:

A. The unit member must have completed his/her probationary period with the Police Department.

B. Courses for which tuition reimbursement is sought must be credited toward an undergraduate or graduate degree in Criminal Justice or Public Administration and must be approved in advance by the Police Commissioner.

C. The Police Commissioner may set standards and limits for minimum grades that must be achieved and maximum course costs for reimbursement.

D. The unit member must successfully complete a course prior to filing for actual reimbursement.

E. When filing for reimbursement, the unit member shall submit such proof of course cost, content and grade received as required by the Police Commissioner.

F. A unit member who resigns, retires or otherwise terminates employment with the City of New Rochelle shall reimburse the City for tuition payment made to him/her for courses completed within one year prior to such resignation, retirement, or other termination of employment. The City reserves the right to withhold such tuition reimbursement from any payments which are due the unit member upon a separation from the employ of the City.

G. The total amount of City tuition reimbursement that may be approved for the unit membership as a whole shall not exceed \$30,000 for 2005 and \$40,000 per year effective 2006.

ARTICLE XI - SETTLEMENT OF DISPUTES

1. Scope and Intent. In the event of a dispute or a grievance between the EMPLOYER and the UNION or any employee represented by the UNION, representatives of the EMPLOYER and the UNION shall make an honest and sincere effort to adjust the same in an amicable manner. Failing such adjustment, the dispute settlement procedure as described in this Article of the AGREEMENT shall be followed.

This procedure shall be used in seeking the settlement of any grievance or dispute which may arise between the parties, including the application, interpretation or enforcement of this AGREEMENT. However, matters shall not be handled under this procedure involving alteration of wage rate schedules, retirement benefits established elsewhere in this AGREEMENT, or of established budget appropriations or personnel authorizations.

The time limits in the grievance procedure may be extended by mutual agreement in writing.

Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

2. First Stage. The grievance shall be presented, in writing, by the employee or the UNION to the Commissioner of Police within twenty (20) work days of its occurrence. The Commissioner of Police or his/her designee shall issue his/her response to the grievant, in writing, within thirteen (13) work days after the presentation of the grievance to him/her.

3. Second Stage. If the grievance is not settled at the first stage, it shall be presented by the UNION to the EMPLOYER'S Director of Personnel, in writing, within fifteen (15) work days after the response of the Commissioner of Police is due. The Director of Personnel shall act upon the grievance within fifteen (15) work days after his/her receipt of the matter in the form of a written response to the UNION with copies to the City Manager, the Commissioner of Police and the employee.

4. Arbitration. Grievances which have not been settled through the third stage shall be referred to binding arbitration if either party serves written notice on the other requesting arbitration. Such notice shall be filed within thirty (30) work days after the decision of the Director of Personnel is due.

5. Binding Arbitration. If the grievance to be settled involves issues directly related to the interpretation, application or enforcement of the provisions of this AGREEMENT, it shall be referred to binding arbitration. However, the following shall not be subject or submitted to binding arbitration: provisions of the AGREEMENT which relate to or in any manner affect the obligations of the EMPLOYER as intended by State statute or City Charter; any matter which is covered by State statute relating to the operation and jurisdiction of the Municipal Civil Service Commission, including rules which the Commission is authorized to promulgate; the elimination or discontinuance of any job.

Binding arbitration shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION after notice has been given by either party of intention to proceed to binding arbitration. The arbitrator shall be selected from a panel of impartial arbitrators furnished by the New York State Public Employment Relations Board.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date of this AGREEMENT, and no arbitration determination or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the effective date of this AGREEMENT. In the event that this AGREEMENT is terminated or breached for any reason, rights to arbitration thereupon cease. This provision, however, shall not affect any arbitration proceedings which were properly commenced prior to the expiration date or termination of this AGREEMENT.

No award of any arbitrator may be retro-active to a date which is earlier than thirty (30) working days prior to the filing of the grievance.

The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the expressed terms of this AGREEMENT. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the disputes submitted to arbitration.

The arbitrator shall neither add to, detract from nor modify the language of this AGREEMENT in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed. The arbitrator shall have no authority to grant wage increases or wage decreases, or to grant increases or decreases in personnel.

The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in

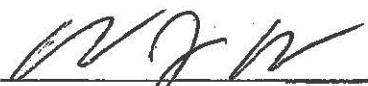
reaching the determination.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party.

APPROVED AS TO FORM:



Mark Blanchard, Corporation Counsel



Thomas J. Troetti, PBA Attorney

FOR THE CITY OF NEW ROCHELLE:

**FOR THE POLICE ASSOCIATION OF
NEW ROCHELLE, N.Y., INC.:**



Charles Strome, City Manager



Ray Andolina, President