

**“Reopener”
of
2006-2012
Collective Bargaining Agreements
Between
The City of New York
and
The Detectives’ Endowment Association**

MEMORANDUM OF UNDERSTANDING made this 31 day of Dec, 2008, (“2006-2012 DEA Reopener MOU”) by and between the undersigned Detectives’ Endowment Association (the “Union”); and the City of New York (the “City”).

WITNESSETH

WHEREAS, the undersigned parties entered into collective bargaining agreements known as the 2006-2008 Detectives’ Endowment Association Memorandum of Understanding (“2006-2008 DEA MOU”), and on September 27, 2007, known as the 2008-2012 Detectives’ Endowment Association Memorandum of Understanding (“2008-2012 DEA MOU”) and agreements successor to the Agreement terminating on , to cover the employees represented by the Union (“Employees”);

WHEREAS, the DEA MOU included a provision concerning the parties’ intentions in the event that another uniform collective bargaining unit had an adjustment made to their salary schedule that was greater than the negotiated increases during the term of the Agreements;

WHEREAS, the terms of this provision were incorporated into a side letter attached to the Collective Bargaining Agreement;

WHEREAS, on May 22, 2008, a Public Arbitration Panel issued an award;

WHEREAS, pursuant to the terms of the side letter, the parties have reopened the 2006-2012 Agreements for the purposes of discussing that issue;

NOW, THEREFORE, it is jointly agreed as follows:

Section 1. Term

The term of this 2006-2012 DEA Reopener MOU shall cover the period from April 1, 2006 through March 31, 2012.

Section 2. Continuation of Terms

The terms of the 2006-2012 Collective Bargaining Agreements shall be continued, except as modified pursuant to this 2006-2012 DEA Reopener MOU.

Section 3. Adjustment to Salary Schedules

- a. Effective March 31, 2008, the salary schedules shall be adjusted to reflect the application of a general wage increase of 4.5% (in lieu of 3%) and a general wage increase of 5% (in lieu of 3.15%) on all steps.
- b. Effective October 31, 2008, there shall be two steps added to the salary schedule for new designees to Detective Third Grade, as follows:

1 st Step	\$68,982
2 nd Step	\$69,182
3 rd Step	\$69,382
4 th Step	\$69,609
5 th Step	\$69,838
6 th Step	\$70,066
7 th step	\$74,500
8 th Step	\$75,000
Basic Maximum	\$77,589

Employees designated Detective Third Grade shall be placed on the salary schedule at the lowest step which would provide for an increase in salary from the designated Detective's Police Officer salary.

- c. Effective October 31, 2008, employees designated as Detective Third Grade on or after March 31, 2006 and before October 31, 2008 shall be placed on step 7 of the schedule referenced in Section 3. b., above.
- d. The step before basic maximum, previously scheduled to be eliminated effective May 1, 2009, shall remain in place.

Section 4. Longevity

- a. Effective November 1, 2008, the longevity increase, previously scheduled to take effect on the 15-year and 20-year steps, shall be reduced by \$545.00 to \$492.00.
- b. Effective March 31, 2010, the 15-year and 20-year steps of the longevity schedule shall be adjusted by future collective bargaining increases.
- c. Effective April 1, 2010, the longevity increase previously scheduled to occur on the 15-year and 20-year steps shall be reduced by \$738 to \$600 on these two steps. This increase shall be included in the schedule for adjustment by future collective bargaining increases.

Section 5. Welfare Fund

- a. Effective May 1, 2009, the scheduled increase in the amount of \$100.00 per annum in the City's pro-rata annual contribution to the Welfare Fund on behalf of retirees shall be eliminated.
- b. Effective May 1, 2011, the scheduled increase in the amount of \$100.00 per annum in the City's pro-rata annual contribution to the Welfare Fund on behalf of active members shall be eliminated.

Section 6. Annuity Fund

- a. Effective May 1, 2009, the previously scheduled increase in the annuity fund contribution of \$5.00 per day for all grades shall be eliminated. The current contribution schedule shall remain in effect.
- b. Effective May 1, 2011, the one-time lump sum contribution to the Annuity Fund in the amount of \$4,667.00 for each active employee shall be eliminated.

Section 7. Home Confinement Elimination Pilot Program

Effective the first day of the month following ratification of this Agreement a pilot program concerning Patrol Guide Procedures 205-01 and 205-45 will be established.

This pilot program will be implemented subject to the following terms:

- a. The pilot program will provide that eligible employees, who request sick leave for an injury or illness, shall no longer be subject to home visitation and confinement, outside the hours of the employee's regularly scheduled tour of duty, except where the convalescence for the injury or illness requires home confinement in the opinion of the Department's Medical Division, after consultation with the employee's personal physician.
- b. The following employees are not eligible to participate in the program:
 - 1) Any Employee who is designated as 'chronic sick',
 - 2) Any Employee who is on modified assignment,
 - 3) Any Employee who is on dismissal probation,
 - 4) Any Employee who is on suspension.
- c. The initial phase of the pilot program will run for a period of 15 months. Provided, however, that in the event the initial phase of the pilot program is deemed to be successful, whereby the annualized average sick leave usage for the entire DEA bargaining unit in the 15 month period is less than the designated absence rate plus 10%, the pilot program will automatically be extended until the end of the this contract term. If the second phase of the pilot program is successful, whereby the annualized average sick leave usage for the entire DEA bargaining unit in the second phase of the pilot program is less than the designated absence rate plus 10% the parties will meet to discuss implementing the pilot program on a permanent basis.

- d. 1) For purposes of this agreement the "designated absence rate" is the average lost days, including both line of duty and non-line of duty sick leave, per member of service in the DEA bargaining unit for Fiscal Year 2007-2008, which equals 9.37 days per year.
- 2) The Department, on the first day of each month, will review Detective availability for the preceding 365 days. In the event that Detective average sick leave for the entire DEA bargaining unit exceeds the designated absence rate for the preceding 365 day period by more than 10%, the previous Patrol Guide home visitation and confinement policies will be placed into effect the following day. Such procedures will remain in effect for the remainder of the month. Provided however, the Police Commissioner in his own discretion may permit the new procedures to remain in effect.
- 3) The following month another review of sick leave usage for the preceding 365 days will occur. When a monthly review results in a return to a level at or below the "designated absence rate" plus 10% the Department will resume the new visitation and confinement procedures the following day (the second day of the month).

Section 8. Retroactivity

In the event that any payment is not paid on the date due under this 2006-2012 DEA Reopener MOU, such payment when made shall be paid retroactive to such date due.

Section 9. Conditions of Payment

The adjustments to basic maximum salary pursuant to Section 3 of this 2006-2012 DEA Reopener MOU shall be payable as soon as practicable upon ratification.

Section 10. Incorporation of Certain Provisions

The terms of this 2006-2012 DEA Reopener MOU shall be deemed incorporated into the 2006-2012 Unit Agreements as if they had been originally contained therein.

Section 11. Savings Clause

In the event that any provision of this MOU is found to be invalid by a court of law, administrative body, or other tribunal having jurisdiction, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 2006-2012 DEA Reopener MOU. The parties shall meet to endeavor to renegotiate any such invalid provision so that the invalidity is overcome.

WHEREFORE, we have hereunto set our hands and seals this 31 day of Dec., 2008.

FOR THE CITY OF NEW YORK

BY: *James F. Hanley*
JAMES F. HANLEY
Commissioner of Labor Relations

FOR THE DETECTIVES' ENDOWMENT
ASSOCIATION

BY: *Michael J. Palladino*
MICHAEL J. PALLADINO
President