

CS479

**2006-2010
Memorandum of Understanding
Between
The City of New York
and
The Patrolmen's Benevolent Association**

MEMORANDUM OF UNDERSTANDING made this 21st day of August, 2008, ("2006-2010 PBA MOU") by and between the undersigned Patrolmen's Benevolent Association of the City of New York, Inc. (the "Union"); and the City of New York (the "City").

WITNESSETH

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2006-2010 Patrolmen's Benevolent Association Memorandum of Understanding ("2006-2010 PBA MOU"), and an agreement successor to the Agreement between the Employer and the Union that expired on July 31, 2004 (the "CBA") as modified by the arbitration award IA 2006-24 dated May 19, 2008 covering the period August 1, 2004 through July 31, 2006, to cover the employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this 2006-2010 PBA MOU to incorporate the terms of this 2006-2010 PBA MOU into the Successor Separate Unit Agreement covering the period from August 1, 2006 through July 31, 2010;

NOW, THEREFORE, it is jointly agreed as follows:

Section 1. Term

The term of the successor collective bargaining agreement shall cover the period from August 1, 2006 through July 31, 2010.

Section 2. Continuation of Terms

The terms of the predecessor separate unit agreement, including side letters, as modified by the arbitration award IA 2006-24 dated May 19, 2008, shall be continued, except as modified pursuant to this 2006-2010 PBA MOU and the attached side letters.

Section 3. General Wage Increase

- a. Effective August 1, 2006, Employees shall receive a general wage increase of four percent (4%).
- b. Effective August 1, 2007, Employees shall receive a general wage increase of four percent (4%).
- c. Effective August 1, 2008, Employees shall receive a general wage increase of four percent (4%).

- d. Effective August 1, 2009, Employees shall receive a general wage increase of four percent (4%).
- e. The increases provided for in Section 3 shall be calculated as follows:
 - i. The general increase in Section 3(a) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2006.
 - ii. The general increase in Section 3(b) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2007.
 - iii. The general increase in Section 3(c) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2008.
 - iv. The general increase in Section 3(d) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2009.

Section 4. Longevity Schedule

- a. Effective July 31, 2008, each step of the longevity schedule shall be increased by \$313.
- b. Effective July 31, 2010, each step of the longevity schedule shall be increased by \$1,230 and shall be increased by any future general wage increases, as compounded, as of the effective date of said increases.
- c. Effective July 31, 2008, each step of the longevity schedule shall be increased by any future general wage increases, as compounded, as of the effective date of said increases.

Section 5. Welfare Funds

- a. Effective July 31, 2008, the Employer shall contribute a \$400 one-time lump sum payment per retiree to the PBA Retiree Health and Welfare Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel as to form.
- b. Effective July 31, 2008, the Employer's annual contractual amount of contributions to the PBA Active and Retiree Health and Welfare Funds shall be increased by any future general wage increases, as compounded, as of the effective date of said increases, pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel as to form.
- c. Effective July 31, 2010, the Employer shall contribute a \$100 one-time lump sum payment per retiree to the PBA Retiree Health and Welfare Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel as to form.

Section 6. Range Day

Effective July 1, 2008, Employees will qualify at the range on a regular work day and will not surrender a vacation day or any other time or leave. Employees who have already utilized a vacation day shall have that day restored.

Section 7. Vacations

Effective July 31, 2010, Employees hired on or after July 1, 2008 shall be entitled to thirteen (13) annual vacation days during their third, fourth and fifth years of service.

Section 8. "Mutual Exchange of Tours"

The 'Mutual Exchange of Tours' procedures currently found in paragraph 9. of the Administrative Guide 303-02 shall be incorporated into the collective bargaining agreement and the Patrol Guide.

Section 9. 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 PBA 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 PBA 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 PBA bargaining unit for Fiscal Year 2007-2008, which equals 11.56 days per year.
- 2) The Department, on the first day of each month, will review police officer availability for the preceding 365 days. In the event that police officer average sick leave for the entire PBA 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 10. Settlement of Litigations

Upon ratification, the Union shall withdraw, with prejudice, the following cases and/or actions:

- a. 04 CV 6865
- b. BCB-2291-02; BCB-2637-07; and BCB-2419-04
- c. 111547/06
- d. 115104/04
- e. 40000/07
- f. A-12081-06

The parties understand that the withdrawal of the cases indicated with prejudice is predicated exclusively upon the special circumstances of each matter.

These settlements shall not be deemed an admission by any parties herein with respect to any of the claims or causes of action in the above proceedings, nor shall they constitute precedent for the determination of any other dispute between the City of New York and the petitioners/grievants. In this respect, it is expressly understood that the arrangement herein is predicated exclusively upon the special circumstances of the matters in the above proceedings and shall not be construed to represent policies or procedures of the City of New York or the Police Department.

These settlements shall not be offered as evidence, nor introduced for any other purpose, in any other forum, including but not limited to, judicial, administrative, and/or arbitration proceedings except in judicial proceedings for the sole purpose of enforcing the obligations and restrictions contained in these settlements.

Section 11. 'White Shield Detectives' – Duty Schedule

Effective February 22, 2010, Police Officers assigned to Detective Track Commands as so-called 'White Shield Detectives' shall work the same length of tour and number of appearances as currently worked by Detectives in the respective units to which they are assigned, as modified by this contract.

Section 12. Retroactivity

In the event that any payment is not paid on the date due under this 2006-2010 PBA MOU, such payment when made shall be paid retroactive to such date due.

Section 13. Conditions of Payment

The general wage increases pursuant to Section 3 of this 2006-2010 PBA MOU shall be payable as soon as practicable upon ratification of the 2006-2010 PBA Agreement. This Section does not in any way limit or modify Article XVI, Section 13 of the collective bargaining agreement.

Section 14. Incorporation of Provisions

The provisions of this 2006-2010 PBA MOU shall be deemed incorporated into the Successor Unit Agreement as if they had been originally contained therein.

Section 15. 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 2006-2010 PBA MOU. The parties shall meet to endeavor to renegotiate any such invalid provision so that the invalidity is overcome.

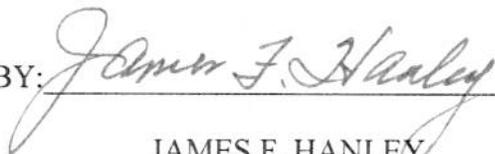
Section 16. Ratification

This Agreement is subject to ratification by the Union and adoption by the City of New York.

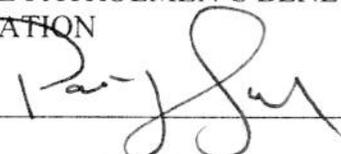
WHEREFORE, we have hereunto set our hands and seal this 21st day of August, 2008.

FOR THE CITY OF NEW YORK

FOR THE PATROLMEN'S BENEVOLENT
ASSOCIATION

BY: 

JAMES F. HANLEY
Commissioner of Labor Relations

BY: 

PATRICK J. LYNCH
President