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Contract Database Metadata Elements

Title: **Mount Kisco, Village/Town of and Police Benevolent Association of Town/Village of Mount Kisco (2004) (MOA)**

Employer Name: **Mount Kisco, Village/Town of**

Union: **Town/Village of Mount Kisco Police Benevolent Association**

Effective Date: **06/01/04**

Expiration Date: **05/31/07**

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Tom
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ANTHONY V. SOLFARO
PRESIDENT

RECEIVED

SEP 27 2006

OFFICE OF THE
VILLAGE TREASURER

September 26, 2006

POL / 7690

J. Michael Cindrich, Village Mayor
Mt. Kisco Village Hall
104 Main Street
Mt. Kisco, NY 10549

RECEIVED
SEP 27 2006
OFFICE OF THE
VILLAGE MANAGER

Copy to
Patti H
Doreen

Re: (Village/Town of Mount Kisco and the Police Benevolent Association of
Town/Village of Mt. Kisco, Inc - 2004 Negotiations

4/1/04 - 5/3/07

Dear Mr. Cindrich:

On behalf of the PBA, this letter is a reminder that based on the Village Board's ratification of the Memorandum of Agreement (MOA), covering all police officers, executed on September 21, 2006, the Employer agreed that any and all retroactive money due and owing, if any, shall be paid no later than two (2) full pay periods after the ratification vote of the Village Board to all unit members who were employed during the expired contract period. Additionally, the Employer shall provide a worksheet to any unit member receiving retroactive money setting forth how the calculation(s) was made and what it represents.

Lastly, all new terms and conditions shall become effective immediately upon the majority vote of the Employer of the MOA except those that may have an implementation date(s) that occur at a specific period within the contract period, and all terms and conditions that have no specific implementation date shall become effective back to the first (1st) day of the contract, June 1, 2004.

Sincerely,

Anthony V. Solfaro
President

AVS/nlm

Cc: Joseph Spinelli, PBA President
James M. Palmer, Village Manager

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for the Town/Village of Mt. Kisco (hereinafter "Town/Village") and the Police Benevolent Association of the Town/Village of Mt. Kisco, Inc. (hereinafter "PBA"), referred to collectively as the parties.

WHEREAS, the Town/Village and the PBA are parties to a collective bargaining agreement which has an expiration date of May 31, 2002, an Interest Arbitration Award (IA2004-011; M2003-319), for the period June 1, 2002 through May 31, 2004; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of June 1, 2004 through May 31, 2007 and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

WHEREAS, upon execution of this Memorandum of Agreement by the negotiating committees of both the Town/Village and PBA, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the PBA and Town/Village as set forth herein.
2. All terms and conditions of the collective bargaining agreement, which has an expiration date of May 31, 2002, and the Interest Arbitration Award referenced herein shall remain in full force and effect and incorporated into the new collective bargaining agreement, except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than **September 24, 2006**.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this Memorandum of Agreement, the Employer shall be notified of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this Memorandum of Agreement, the Employer shall then place this matter on the agenda for its next regularly scheduled Village Board meeting to

MB 9/21/07
9/24/06

be held no later than September 25, 2006, at which a ratification vote of this Memorandum of Agreement shall be conducted.

6. After ratification by the PBA and Employer, all new terms and conditions shall become effective immediately, except those that may have an implementation date(s) that occurs at a specific period within the contract period. All terms and conditions that have no specific implementation date shall become effective on the first (1st) day of the contract.

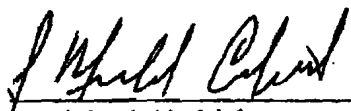
7. The PBA shall prepare a draft contract for signing between the parties no later than 45 calendar days after the successful ratification vote of the Employer.

8. The Employer agrees that any and all retroactive money due and owing, if any, shall be paid no later than 2 full pay period(s) after the ratification vote of the Employer to all unit members who were employed during the expired contract period. The Employer shall provide a worksheet to any unit member receiving retroactive money setting forth how the calculation(s) was made and what it represents.

9. The parties agree that upon approval of the Village Board by resolution after ratification by the PBA, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties.

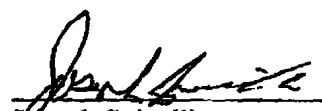
NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the Village Board by resolution, the parties agree that a successor collective bargaining agreement to the one that has an expiration date of May 31, 2002 and the Interest Arbitration Award referenced herein shall reflect the following terms as attached to this Memorandum of Agreement.

FOR THE TOWN/VILLAGE



J. Michael Cindrich Date
Village Manager 9/21/06

FOR THE PBA



Joseph Spinelli Date
President 9/21/06

1. **ARTICLE III – ANNUAL SALARY (p. 2)**

Section 1: Amend schedule as follows:

	(4.00%) <u>6/1/04</u>	(4.00%) <u>6/1/05</u>	(4.25%) <u>6/1/06</u>
Police Officer Starting	\$36,757	\$38,227	\$ 39,852
Police Officer After 1 Year	\$43,350	\$45,084	\$ 47,000
Police Officer After 2 Years	\$51,942	\$54,020	\$ 56,316
Police Officer After 3 Years	\$61,189	\$63,637	\$ 66,342
Police Officer After 4 Years	\$71,052	\$73,894	\$ 77,035
Police Sergeant	\$81,710	\$84,978	\$ 88,590
Police Lieutenant	\$93,557	\$97,299	\$101,434

2. **ARTICLE XII – UNIFORM PERSONAL PROPERTY (p. 9)**

Section 1: Amend to read as follows:

On September 1st of each year, employees shall receive a uniform and maintenance allowance as follows:

(N/C) <u>6/1/04</u>	(N/C) <u>6/1/05</u>	(+\$25.00) <u>6/1/06</u>
\$950.00	\$950.00	\$975.00

Newly hired employees shall be paid their allowance within two (2) weeks of their date of hire; provided, however, that no more than one (1) uniform and maintenance allowance shall be paid to any such employee in any one (1) fiscal year.

3. **ARTICLE XIV – WELFARE FUND (p. 11)**

Section 1: Amend to read as follows:

On June 1st of each year, the Village shall contribute to the Welfare Fund the following amounts:

	(N/C) <u>6/1/04</u>	(N/C) <u>6/1/05</u>	(+\$25.00) <u>6/1/06</u>
Individual Coverage	\$ 950.00	\$ 950.00	\$ 975.00
Dependent/Family Coverage	\$1,300.00	\$1,300.00	\$1,325.00