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#### **Contract Database Metadata Elements**

Title: **New Rochelle, City of and Superior Police Officers Association of New Rochelle (2004)**

Employer Name: **New Rochelle, City of**

Union: **Superior Police Officers Association of New Rochelle**

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

Expiration Date: **12/31/07**

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**Stipulation of Agreement between the City of New Rochelle  
and the Superior Police Officers Association of New Rochelle**

(Not to be used in any future 3<sup>rd</sup> party intervention)

STIPULATION OF AGREEMENT made and entered this 22<sup>nd</sup> day of October 2004 by and between the negotiating committees for the City of New Rochelle and the Police Superior Officers Association.

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2003 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 respective parties to the contract.
- The respective negotiating committees agree to recommend this Stipulation for ratification.
- A copy of this original document has been furnished to the representatives of the Superior Police Officers Association.
- This Stipulation constitutes the full and complete agreement regarding all provisions of the labor contract to be executed hereunder during its term.
- All proposals not included in this Agreement are withdrawn.
- The provisions of the expired Collective Bargaining Agreement shall be carried forward except as modified by this Stipulation.
- Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement.

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JUN 17 2009**

**ADMINISTRATION**

1. Dates/duration of Agreement:

- A. Change the **Effective Date** in the preamble from "Effective January 1, 2001" to "Effective January 1, 2004".
- 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 2004 and shall remain in effect through the 31st day of December 2007." Revisions underlined.

2. Revise Article V, Section 1, **Annual Salaries**, as follows:

Effective 1/1/04, increase salaries by 3%

Effective 12/31/04, increase salaries by 1.5%

Effective 1/1/05, increase salaries by 3.5%

Effective 1/1/06, increase salaries by 3.5%

Effective 1/1/07, increase salaries by 3.5%

3. Revise Article V, Section 2, **Detective Compensation**, as follows:

Effective 1/1/04, increase detective compensation by 3%.

Effective 12/31/04, increase detective compensation by 1.5%.

Effective 1/1/05, increase detective compensation by 3.5%.

Effective 1/1/06, increase detective compensation by 3.5%.

Effective 1/1/07, increase detective compensation by 3.5%

4. Revise Article V, Section 3, **Longevity**, as follows:

Effective 1/1/04, increase after 5, 10 and 15 years by \$35 and after 17 years by \$150.

Effective 1/1/05, increase after 5, 10 and 15 years by \$35 and after 17 years by \$150.

Effective 1/1/06, increase after 5, 10 and 15 years by \$35 and after 17 years by \$150.

Effective 1/1/07, increase after 5, 10 and 15 years by \$35 and after 17 years by \$150.

5. Add a new Subsection (d) to Article VII, Section 7, Sick Leave, as follows:

**“Sick Leave Incentive:** Effective the year commencing January 1, 2004, and continuing each calendar year thereafter, any unit member 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 31 of the following year as specified below:

0 sick leave hours used during the calendar year: \$900

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: \$600

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: \$300

6. Revise Article IX, Section 8, Welfare Fund, as follows:

Effective 1/1/04, increase \$50 per unit member.

Effective 1/1/05, increase \$50 per unit member.

Effective 1/1/06, increase \$50 per unit member.

Effective 1/1/07, increase \$50 per unit member.

7. Revise Article X, Section 1, Uniform and Cleaning Allowance, as follows:

Effective 1/1/04, increase \$25 per unit member.


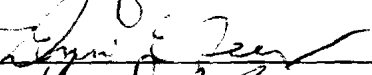

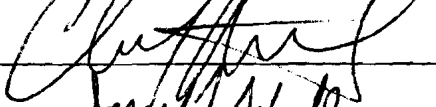
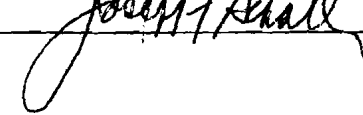
Effective 1/1/05, increase \$25 per unit member.

Effective 1/1/06, increase \$25 per unit member.


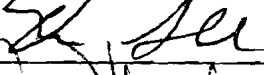
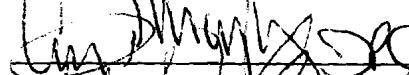
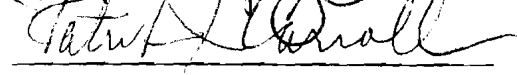
Effective 1/1/07, increase \$25 per unit member.

8. Revise Article 10, Section 3, **Mileage Allowance (Outside City)**. Effective October 1, 2004, provide reimbursement at the IRS rate on those occasions where a unit member is required to use his/her own car.

For the Association:

  
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For the City:

  
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ARTICLE V - COMPENSATION

SOA

1. Annual Salaries: The EMPLOYER shall pay members of the Association the following schedule of annual salaries during the term of the AGREEMENT:

NO. 3.06  
Contract

<u>Effective Date</u>	<u>Police Sergeant</u> 1st Year	<u>Police Sergeant</u>	<u>Police Lieutenant</u>	<u>Police Captain</u>
01/01/04	\$72,124	\$78,824	\$91,434	\$105,179
12/31/04	73,206	80,006	92,806	106,726
01/01/05	75,768	82,806	96,054	110,461
01/01/06	78,420	85,705	99,416	114,327
01/01/07	81,164	88,704	102,895	118,329

Table OK

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.

2. Detective Compensation. Detectives shall receive supplemental compensation as follows:

315                      317

<u>Effective Date</u>	<u>Detective Sergeant</u>	<u>Detective Lieutenant</u>
01/01/04	\$1,814 ✓	\$1,931 ✓
12/31/04	1,841	1,960
01/01/05	1,905	2,024
01/01/06	1,972	2,100
01/01/07	2,041	2,173

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

After number of years service:

<u>Effective Date</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>17 Years</u>
01/01/04	735	935	1,135	2,400
01/01/05	770	970	1,170	2,550
01/01/06	805	1,005	1,205	2,700
01/01/07	840	1,040	1,240	2,850

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.

4. Night Supervisor Compensation. Ranking Police Officers in charge of patrol units on duty for shift commencing midnight and concluding at 8:00 A.M. shall be entitled to additional compensation as Night Supervisor at the rate of \$20.00 per night.

5. Staff Officer Differential. In lieu of holiday pay, and in consideration for the adjustment of the work week as defined in Article IV-2 above, staff officers shall receive a differential amounting to 11% of the annual salary for the respective officer's rank on the salary scale specified in Article V-1.

## ARTICLE VI - OVERTIME

1. The EMPLOYER agrees that it will compensate every employee in the bargaining unit at the rate of time and a 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) except that there shall be no compensation for the first fifteen (15) minutes of such hold over time.

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

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

8. 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 additional such pay. This provision shall not be applicable to the Training Coordinator nor shall it be applicable to instruction assigned prior to January 1, 1981.

9. Members assigned to present instruction during off-duty hours in the Departmental Training Program shall be paid double time for said instruction.

10. Members assigned to duty as hearing officers shall be entitled to up to four (4) hours pay at time and one-half (1-1/2) for the purpose of preparing his recommendations to the appointing officer, if such recommendation is prepared off-duty.

11. Notwithstanding the provisions of Articles IV, V or VI or any other provision of this AGREEMENT, no Staff Officer shall be eligible to receive overtime if performing the regular duties of his/her staff assignment on regularly scheduled work days including recall.



7. Guaranteed Ordinary Death Benefit. As soon as practicable, the EMPLOYER, by the adoption, filing and approval of a resolution as provided by Section 333 of the Retirement and Social Security Law, shall elect to 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 payable during July is as follows:

<u>Year</u>	<u>Amount per Unit Member</u>
2004	\$ 600 750
2005	650 800
2006	700 850
2007	900

Such allowance shall be paid to the Superior Officers' Association who, in turn, shall apply the allowance exclusively towards the cost of benefits for all unit members. The 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. Uniform and Cleaning Allowance. The annual uniform and cleaning allowance payable in January to each employee in the bargaining unit is as follows:

<u>Year</u>	<u>Amount per Unit Member</u>
2004	\$ 700 775
2005	725 800
2006	750 825
2007	850

Such allowance shall be paid in accordance with existing practices.

The EMPLOYER provides an additional payment of \$150 on promotion to sergeant and \$300 upon promotion to lieutenant.

2. 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.

3. Mileage Allowance (Outside City). An employee who is subpoenaed to testify in cases where he is involved in his official capacity outside the City of New Rochelle shall, when required to use his own car, receive a mileage allowance of fifteen cents

*at the current IRS rate*

## 2009 HEALTH INSURANCE RATES FOR ACTIVE EMPLOYEES

EMPLOYEE HIRED ON OR AFTER 1/1/83						EMPLOYEE HIRED PRIOR TO 1/1/83			
Annual Premium	Monthly Premium	Annual City Contributions	Annual Employee Cost	Cost Per Pay Period	Payroll Code	Annual City Contributions	Annual Employee Cost	Cost Per Pay Period	Payroll Code

<u>STATE EMPIRE</u>	Employee Hired ON or AFTER 01/01/83						Employee Hired PRIOR to 01/01/83			
Family	15,386.04	1,282.17	12,616.55	2,769.49	\$ 106.52	2401	15,386.04	0.00	0.00	8101
Individual	7,182.96	598.58	5,890.03	1,292.93	\$ 49.73	2400	7,182.96	0.00	0.00	8100
<u>HEALTHNET (formerly PHS)</u>										
Family	15,585.48	1,298.79	12,616.55	2,968.93	\$ 114.19	2403	15,386.04	199.44	7.67	2405
Individual	6,548.52	545.71	5,890.03	658.49	\$ 25.33	2402	6,548.52	0.00	0.00	2404
<u>HIP</u>										
Family	14,592.72	1,216.06	12,616.55	1,976.17	\$ 76.01	2410	14,592.72	0.00	0.00	2411
Individual	5,956.32	496.36	5,890.03	66.29	\$ 2.55	2409	5,956.32	0.00	0.00	8104
<u>EMPIRE BLUE CROSS/BLUE SHIELD - HMO</u>										
Family	18,417.00	1,534.75	12,616.55	5,800.45	\$ 223.09	2413	15,386.04	3,030.96	116.58	2415
Individual	7,030.20	585.85	5,890.03	1,140.17	\$ 43.85	2412	7,030.20	0.00	0.00	2414
<u>OXFORD</u>										
Family	13,267.20	1,105.60	12,616.55	650.65	\$ 25.03	2417	13,267.20	0.00	0.00	2419
Individual	4,987.68	415.64	4,987.68	0.00	\$ -	2418	4,987.68	0.00	0.00	2420

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