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

Title: **Monroe, Village of and Monroe Police Benevolent Association, Inc. (2011) (MOA)**

Employer Name: **Monroe, Village of**

Union: **Monroe Police Benevolent Association, Inc.**

Local:

Effective Date: **06/01/2011**

Expiration Date: **05/31/2015**

PERB ID Number: **7687**

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Pol/7687

MEMORANDUM OF AGREEMENT

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

WHEREAS, the Employer and the PBA are parties to a collective bargaining agreement which has an expiration date of May 31, 2011; 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, 2011 through May 31, 2015 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 Employer 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 Employer as set forth herein.
2. All terms and conditions of the collective bargaining agreement, which has an expiration date of May 31, 2011, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than July 15, 2013.
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 be held no later than July 16, 2013, 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 be implemented the first (1<sup>st</sup>) full pay period following the Employers ratification vote, 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 (1<sup>st</sup>) day of the contract.

*AP* 7/1/13

AA 6/10/13

7. The PBA shall prepare a draft contract for signing between the parties no later than 60 calendar days after the successful ratification vote of the Employer.

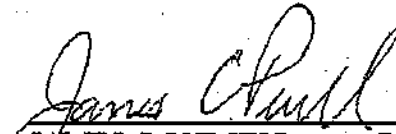
8. The Employer agrees that any and all retroactive money due and owing, if any, shall be paid no later than 90 calendar days after the ratification vote of the Employer to all unit members who were employed during the expired contract period. The Employer shall provide a worksheet to any unit member 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.

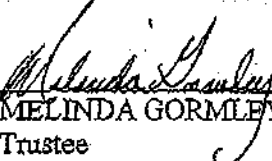
NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the Village Board by resolution, the parties agree that a successor collective bargaining agreement to the one that has an expiration date of May 31, 2011 shall reflect the following terms as attached to this Memorandum of Agreement.


FOR THE EMPLOYER

FOR THE PBA

  
\_\_\_\_\_  
JAMES C. PURCELL      Date 7/1/13  
Mayor

  
\_\_\_\_\_  
ANTHONY AMATETTI      Date 07/01/13  
President

  
\_\_\_\_\_  
MELINDA GORMLEY      Date 7/1/13  
Trustee

  
\_\_\_\_\_  
JEFFREY DELUCA      Date 7-1-13  
Negotiating Team

1. HOUSEKEEPING - Delete dates no longer applicable and correct any spelling or grammatical errors throughout the Agreement.

2. ARTICLE 5 - BASE WAGE AND LONGEVITY (p. 5 and Appendix "A," pp.41-44)

See attached.

3. ARTICLE 6 - WORK DAY, WORKWEEK, WORK SCHEDULE AND OVERTIME (pp. 2-16)

B. The parties agree to meet and develop mutually agreed language to implement a 12 month "pilot" program that provides for a permanent "A" line (11:00 p.m. to 7:00 a.m.) shift for police officers and sergeants, bid by seniority on an annual basis, with a "B"/"C" rotation, or permanent "A" line (11:00 p.m. to 7:00 a.m.), "B" line (7:00 a.m. to 3:00 p.m.), and "C" line (3:00 p.m. to 11:00 p.m.) shifts for police officers and sergeants, bid by seniority on an annual basis. The "pilot" will be monitored through labor/management during the period as agreed upon by the parties with respective representatives. Sixty (60) calendar days prior to the "pilot" end date, the parties can agree to make the "pilot" permanent, continue with the "pilot" for an agreed upon duration, or no longer continue with the "pilot" and revert back to the existing 4/2 work schedule rotation. The PBA agrees that this "pilot" development and implementation shall not be subject to the impasse procedure of the Taylor Law if not continued or made permanent, and shall not be grievable through Article 17- Grievance Procedure.

4. ARTICLE 8- RETIREMENT (p. 8)-

Add the following language to read as follows:

Any employee subject to the provisions of the Retirement and Social Security Law known as Tier 5 or Tier 6, shall make contributions required therein towards his/her pension plan.

5. ARTICLE 10 - EDUCATIONAL BENEFITS (pp. 19-20)

A. Amend the amounts and dates in the 3<sup>rd</sup> paragraph as follows: (NOTE: Refers to EMT Payment)

(N/C)	(N/C)	(N/C)	(+\$50.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$1,600.00	\$1,600.00	\$1,600.00	\$1,650.00

JP 7/1/13  
AA 6/10/13

6. ARTICLE 15 - UNIFORM ALLOWANCE (pp. 22-26)

A. Police Officers: Amend the example in the paragraph, amounts and dates as follows:

(N/C)	(N/C)	(N/C)	(+\$50.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$1,050.00	\$1,050.00	\$1,050.00	\$1,100.00

Sergeants: Amend the amounts and dates as follows:

(N/C)	(N/C)	(N/C)	(+\$50.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$1,050.00	\$1,050.00	\$1,050.00	\$1,100.00

Dispatchers: Amend the amounts and dates as follows:

(N/C)	(N/C)	(N/C)	(+\$50.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$825.00	\$825.00	\$825.00	\$875.00

C. Amend amounts and dates in 1<sup>st</sup> paragraph as follows: (NOTE: Refers to police officers uniform maintenance allowance).

(N/C)	(N/C)	(N/C)	(+\$50.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$975.00	\$975.00	\$975.00	\$1,025.00

Amend amounts and dates in 2<sup>nd</sup> paragraph as follows: (NOTE: Refers to Detectives uniform maintenance allowance).

(N/C)	(N/C)	(N/C)	(+\$50.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$1,225.00	\$1,225.00	\$1,225.00	\$1,275.00

Amend amounts and dates in 3<sup>rd</sup> paragraph as follows: (NOTE: Refers to Sergeants uniform maintenance allowance).

(N/C)	(N/C)	(N/C)	(+\$50.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$1,025.00	\$1,025.00	\$1,025.00	\$1,075.00

Amend amounts and dates in 4<sup>th</sup> paragraph as follows: (NOTE: Refers to dispatchers uniform maintenance allowance).

(N/C)	(N/C)	(N/C)	(+\$50.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$825.00	\$825.00	\$825.00	\$875.00

Update uniform and equipment lists for police officers, sergeants and dispatchers mutually agreed upon. (NOTE: Need specific changes to be inserted here and included in the final MOA).

7. ARTICLE 17 – GRIEVANCE PROCEDURE (pp. 27-29)

B. GENERAL PROVISIONS-

Delete the 2<sup>nd</sup> sentence in its entirety and amend to read as follows:

Level Three- The parties agree to the following named individuals to serve as members of the arbitration panel:

1. Jeffrey Selchick
2. Louis Patack

8. ARTICLE 18 – OPTICAL AND DENTAL REIMBURSEMENT (p. 29):

Amend the amounts and dates as follows:

(N/C)	(N/C)	(+\$25.00)	(+\$25.00)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$1,125.00	\$1,125.00	\$1,150.00	\$1,175.00

9. ARTICLE 21- PART-TIME DISPATCHERS (p. 38)

Add a new paragraph to read as follow:

Effective July 17, 2013, the Employer shall be entitled to hire up to a maximum of six (6) part-time dispatchers. The part-time dispatchers shall be canvassed first (1<sup>st</sup>) by the Chief of Police or designee, before a full-time dispatcher is canvassed to work overtime, to fill a shift, or part thereof, (e.g., full-time dispatcher using vacation, sick, personal leave, etc.). No part-time dispatcher shall be scheduled to work more than the maximum hours each week pursuant to Civil Service Law (e.g., 20 hours each week).

10. ARTICLE 27 - DURATION OF AGREEMENT (p. 40)

Insert "2011 and 2015" where "2007" and 2011" appear respectively. (NOTE: Refers to a 4 year Agreement).

<u>Step</u>	<u>Years of Service</u>		<u>6/1/13</u>		<u>6/1/14</u>
1	Starting	(2.625%)	\$37,558	(3.0%)	\$38,685
2	Starting 2 <sup>nd</sup> Year		\$39,436		\$40,619
3	Starting 3 <sup>rd</sup> Year		\$41,408		\$42,650
4	Starting 4 <sup>th</sup> Year		\$43,478		\$44,783
5	Starting 5 <sup>th</sup> Year		\$45,652		\$47,022
6	Starting 6 <sup>th</sup> Year		\$47,935		\$49,373
7	Starting 7 <sup>th</sup> Year		\$50,332		\$51,842
8	Starting 10 <sup>th</sup> Year		\$52,849		\$54,434
9	Starting 13 <sup>th</sup> Year		\$55,491		\$57,156
10	Starting 16 <sup>th</sup> Year		\$58,266		\$60,014
11	Starting 19 <sup>th</sup> Year & Above		\$61,179		\$63,015

The above Steps have a five percent (5%) ratio to the preceding Step, starting at Step 2.

(N/C)

The annual Base Wage contained above shall be for a scheduled work year of two hundred sixty (260) days or less. The Base Wage shall be paid bi-weekly. Days worked during a bi-weekly period covering the end of one fiscal year and the start of another fiscal year will be paid at the rate of pay applicable to the fiscal year in which they were worked. (N/C)

Satisfactory completion of schooling, required by law, shall be the criterion of continued employment. However, if through no fault of his/her own, the dispatcher does not complete the schooling, he/she may be advanced to the Base Wage indicated above and shall remain under classification until schooling is complete. (N/C)

Dispatchers shall be established in Steps equal to their years of service as a Dispatcher. A dispatcher hired on or before May 31, 1999 shall have an anniversary date of June 1<sup>st</sup> each year for movement through the above Steps. A dispatcher hired on or after June 1, 1999 shall have his/her actual date of hire as his/her anniversary date each year for movement through the above Steps. (N/C)

For the purpose of calculating the overtime rate of pay, a dispatcher's Base Wage shall be divided by 2080 hours. (N/C)



**APPENDIX "A" (pp. 41-44)**  
**BASE WAGE AND LONGEVITY SCHEDULES**

**A. Base Wage for Police Officers, Detectives and Sergeants (243 Work Days):**

<u>Step</u>	<u>Years of Service</u>	(2.0%) <u>6/1/11</u>	(2.0%) <u>6/1/12</u>	(2.625%) <u>6/1/13</u>	(3.0%) <u>6/1/14</u>
1	Starting	\$46,661	\$47,594	\$48,843	\$50,308
2	Starting 2 <sup>nd</sup> Year	\$63,393	\$64,661	\$66,358	\$68,349
3	Starting 3 <sup>rd</sup> Year	\$67,268	\$68,613	\$70,414	\$72,526
4	Starting 4 <sup>th</sup> Year	\$72,896	\$74,354	\$76,306	\$78,595
5	Starting 5 <sup>th</sup> Year	\$75,748	\$77,263	\$79,291	\$81,670
*	Detective/Youth Officer	\$82,187	\$83,830	\$86,031	\$88,612
**	Starting Sergeant	\$85,595	\$87,307	\$89,599	\$92,287
***	Sergeant After 3 Years	\$87,110	\$88,852	\$91,185	\$93,921
****	Sergeant After 5 Years	\$89,383	\$91,170	\$93,563	\$96,371
*****	Administrative Sergeant	\$93,852	\$95,729	\$98,241	\$101,190
*****	Detective Sergeant	\$93,852	\$95,729	\$98,241	\$101,190

\* Any police officer may be assigned or appointed to the position of Detective and/or Youth Officer shall be paid a differential over and above the Starting 5<sup>th</sup> Year Police Officer's Base Wage as follows: (N/C)

(N/C)	(N/C)	(N/C)	(N/C)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
8.5%	8.5%	8.5%	8.5%

Any and all overtime worked in the capacity of Detective and/or Youth Officer shall be paid pursuant to Article 6. (N/C)

\*\* The Starting Sergeant shall be paid a differential over and above the Starting 5<sup>th</sup> Year Police Officer's Base Wage as follows: (N/C)

(N/C)	(N/C)	(N/C)	(N/C)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
13.0%	13.0%	13.0%	13.0%

\*\*\* The Sergeant After 3 Years shall be paid a differential over and above the Starting 5<sup>th</sup> Year Police Officer's Base Wage as follows: (N/C)

(N/C)	(N/C)	(N/C)	(N/C)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
15.0%	15.0%	15.0%	15.0%

*7/1/13* *QAP*

*AA 07/01/13*

\*\*\*\* The Sergeant After 5 Years shall be paid a differential over and above the Starting 5<sup>th</sup> Year Police Officer's Base Wage as follows: (N/C)

(N/C)	(N/C)	(N/C)	(N/C)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
18.0%	18.0%	18.0%	18.0%

\*\*\*\*\* The Administrative and Detective Sergeant shall be paid a differential over and above the Sergeant After 5 Years differential as follows: (N/C)

(N/C)	(N/C)	(N/C)	(N/C)
<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
5.0%	5.0%	5.0%	5.0%

Any police officer or Sergeant may be assigned and/or placed into a higher job title for ten (10) consecutive work days or more in any calendar month, shall be entitled to receive the rate of pay retroactive to the first day of the position in which he/she has been assigned and/or placed. (N/C)

The annual Base Wage schedule set forth above shall be for a scheduled work year of 243 days or less. Base Wage and Longevity, if applicable, shall be paid bi-weekly. Days worked during a bi-weekly period covering the end of one fiscal year and the start of another fiscal year will be paid at the rate of pay applicable to the fiscal year worked. (N/C)

Satisfactory completion of schooling for police officers, required by law, shall be the criterion of continued employment. However, if through no fault of his/her own, the police officer does not complete the schooling, he/she may be advanced to the Starting Base Wage set forth above and shall remain at that grade until schooling is complete. Satisfactory completion of the required supervisory school, required by law, shall be the criterion of continued Sergeant status. (N/C)

A police officer shall be established in grade equal to their years of service. (N/C)

**Base Wage and Length of Service Recognition for Full-time Dispatchers: (N/C)**

Step	Years of Service		<u>6/1/11</u>	<u>6/1/12</u>
1	Starting	(2.0%)	\$35,879	(2.0%) \$36,597
2	Starting 2 <sup>nd</sup> Year		\$37,673	\$38,427
3	Starting 3 <sup>rd</sup> Year		\$39,557	\$40,348
4	Starting 4 <sup>th</sup> Year		\$41,535	\$42,365
5	Starting 5 <sup>th</sup> Year		\$43,612	\$44,483
6	Starting 6 <sup>th</sup> Year		\$45,793	\$46,707
7	Starting 7 <sup>th</sup> Year		\$48,083	\$49,042
8	Starting 10 <sup>th</sup> Year		\$50,487	\$51,494
9	Starting 13 <sup>th</sup> Year		\$53,011	\$54,069
10	Starting 16 <sup>th</sup> Year		\$55,662	\$56,772
11	Starting 19 <sup>th</sup> Year & Above		\$58,445	\$59,611

B. Longevity (Based on 243 work days) (N/C)

Police Officer – After the Starting 6<sup>th</sup> Year amount, the sum of \$550.00 on June 1<sup>st</sup> of 2011 shall be added to the Starting 6<sup>th</sup> Year amount and paid every three (3) years of service starting in the seventh (7<sup>th</sup>) year as set forth below: (N/C)

(N/C) <u>Step</u>	(N/C) <u>Years of Service</u>	(N/C) <u>6/1/11</u>	(N/C) <u>6/1/12</u>	(N/C) <u>6/1/13</u>
6	Starting 6 <sup>th</sup> Yr	\$1,550.00	\$1,550.00	\$1,550.00
7	Starting 7 <sup>th</sup> -9 <sup>th</sup> Yr	\$2,100.00	\$2,100.00	\$2,100.00
8	Starting 10 <sup>th</sup> -12 <sup>th</sup> Yr	\$2,625.00	\$2,625.00	\$2,625.00
9	Starting 13 <sup>th</sup> -15 <sup>th</sup> Yr	\$3,200.00	\$3,200.00	\$3,200.00
10	Starting 16 <sup>th</sup> -18 <sup>th</sup> Yr	\$3,750.00	\$3,750.00	\$3,750.00
11	Starting 19 <sup>th</sup> -21 <sup>st</sup> Yr	\$4,300.00	\$4,300.00	\$4,300.00
12	Starting 22 <sup>nd</sup> Yr and Above	\$4,850.00	\$4,850.00	\$4,850.00

Police Officer – After the Starting 6<sup>th</sup> Year amount, the sum of \$625.00 on June 1<sup>st</sup> of 2013 shall be added to the Starting 6<sup>th</sup> Year amount and paid every three (3) years of service starting in the seventh (7<sup>th</sup>) year as set forth below:

(N/C) <u>Step</u>	(N/C) <u>Years of Service</u>	<u>6/1/14</u>
6	Starting 6 <sup>th</sup> Yr	\$1,550.00
7	Starting 7 <sup>th</sup> -9 <sup>th</sup> Yr	\$2,175.00
8	Starting 10 <sup>th</sup> -12 <sup>th</sup> Yr	\$2,800.00
9	Starting 13 <sup>th</sup> -15 <sup>th</sup> Yr	\$3,425.00
10	Starting 16 <sup>th</sup> -18 <sup>th</sup> Yr	\$4,050.00
11	Starting 19 <sup>th</sup> -21 <sup>st</sup> Yr	\$4,675.00
12	Starting 22 <sup>nd</sup> Yr and Above	\$5,300.00

In the event of separation from service, the police officer shall be paid the pro-rated amount of his/her longevity payment above (e.g., separates December 1, 2013 with 20 years of service, paid \$2,150.00). N/C to language, only date and amount in example changed to reflect 2012 amounts.

Sergeant – After the Starting 6<sup>th</sup> Year amount, the sum of \$550.00 on June 1<sup>st</sup> 2011 shall be added to the Starting 6<sup>th</sup> Year amount and paid every three (3) years of service starting in the seventh (7<sup>th</sup>) year as set forth below: (N/C)

(N/C) Step	(N/C) Years of Service	(N/C) 6/1/11	(N/C) 6/1/12	(N/C) 6/1/13
6	Starting 6 <sup>th</sup> Yr	\$1,550.00	\$1,550.00	\$1,550.00
7	Starting 7 <sup>th</sup> -9 <sup>th</sup> Yr	\$2,100.00	\$2,100.00	\$2,100.00
8	Starting 10 <sup>th</sup> -12 <sup>th</sup> Yr	\$2,650.00	\$2,650.00	\$2,650.00
9	Starting 13 <sup>th</sup> -15 <sup>th</sup> Yr	\$3,200.00	\$3,200.00	\$3,200.00
10	Starting 16 <sup>th</sup> -18 <sup>th</sup> Yr	\$3,750.00	\$3,750.00	\$3,750.00
11	Starting 19 <sup>th</sup> -21 <sup>st</sup> Yr	\$4,300.00	\$4,300.00	\$4,300.00
12	Starting 22 <sup>nd</sup> Yr and So On	\$4,850.00	\$4,850.00	\$4,850.00

Sergeant – After the Starting 6<sup>th</sup> Year amount, the sum of \$625.00 on June 1<sup>st</sup> 2011 shall be added to the Starting 6<sup>th</sup> Year amount and paid every three (3) years of service starting in the seventh (7<sup>th</sup>) year as set forth below:

(N/C) Step	(N/C) Years of Service	6/1/14
6	Starting 6 <sup>th</sup> Yr	\$1,550.00
7	Starting 7 <sup>th</sup> -9 <sup>th</sup> Yr	\$2,175.00
8	Starting 10 <sup>th</sup> -12 <sup>th</sup> Yr	\$2,800.00
9	Starting 13 <sup>th</sup> -15 <sup>th</sup> Yr	\$3,425.00
10	Starting 16 <sup>th</sup> -18 <sup>th</sup> Yr	\$4,050.00
11	Starting 19 <sup>th</sup> -21 <sup>st</sup> Yr	\$4,675.00
12	Starting 22 <sup>nd</sup> Yr and So On	\$5,300.00

In the event of separation from service, the Sergeant shall be paid the pro-rated amount of his/her longevity payment above (e.g., separates December 1, 2013 with 20 years of service, paid \$2,150.00). N/C to language. Only date and amount in example changed to reflect 2012 amounts.

Longevity will be payable to those police officer(s) and Sergeant(s) who have completed the required number of years of service by June 1<sup>st</sup> of each year. Anniversary dates after June 1<sup>st</sup> do not qualify until the following year. (N/C)

Longevity payments will be made as a lump sum payment in the second payroll in June. (N/C)

Longevity shall be computed and calculated into the overtime rate of pay. (N/C)

*JEP* 7/1/13

*AA* 07/01/13

Years of service as used in this section shall be defined as: (N/C)

1. Continuous service with the Department; or
2. Continuous service with the Department, including any prior service credited upon transfer or by resolution of the Village Board.

**BOARD OF TRUSTEES MEETING  
TUESDAY, JULY 16, 2016  
MINUTES PAGE 198**

**PBA COLLECTIVE BARGAINING MEMORANDUM OF AGREEMENT 6/1/11 -  
5/31/2015:**

**On a motion by Trustee Wright seconded by Trustee Chan, it was:**

**RESOLVED, the Board of Trustees hereby ratify the collective bargaining Memorandum of Agreement, as negotiated, between the Village of Monroe and the Monroe Police Benevolent Association for period 6/1/11 through 5/31/2015.**

**Ayes: Trustees Gormley, Chan, Wright and Conklin**

**Nays: None**