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**PATROLMEN'S BENEVOLENT ASSOCIATION**

**PROPOSALS FOR MODIFICATION OF THE  
EXISTING COLLECTIVE BARGAINING  
AGREEMENT**

**(1995-2000 CBA as Amended by the September 4, 2002 PERB  
Arbitration Award)**



**Patrick J. Lynch, President  
September 2003**

**I. DURATION**

**A. TERM OF AGREEMENT**

24 months: August 1, 2002 through July 31, 2004

**II. COMPENSATION**

**A. GENERAL WAGE AND STEP INCREASES**

Provide wage increases in amounts that will eliminate the disparity between wage levels of New York City Police Officers and other law enforcement officers working in New York City and surrounding communities, including the Port Authority Police.

**B. LONGEVITY PAY**

- i. Longevity shall be converted to a percentage of current basic salary and shall increase in the same percentage as all future wage increases, including increases in the current round.
- ii. The adjustment for longevity after the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> years of service shall be computed as salary for pension purposes.

**C. EDUCATION PAY**

- i. Each police officer who possesses the following degree will receive the corresponding premium paid on an annual basis:

Associate's Degree or 60 credits: 10% of salary and longevity

Bachelor's Degree or 120 credits: 15% of salary and longevity

Master's or other Post-Graduate Degree: 20% of salary and longevity

- ii. Police officers that do not hold one of the above degrees shall receive Training and Experience pay, based on successfully completing a program jointly agreed to by the Union and the Employer, in the amount of 10% of salary and longevity paid on an annual basis.

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#### **D. NIGHT SHIFT DIFFERENTIAL**

- i. The full 10% Night Shift Differential shall not be diminished, whether by a police officer's average sick leave, vacation, court time, training, et al.
- ii. Eliminate the reduced night shift differential payable to police officers hired after June 30, 1991 and in grades second through sixth (i.e., delete Article XX, Section c.2).

#### **E. TERRORISM WORKLOAD AND SAFETY RISK PREMIUM**

In recognition of the increased workload and enhanced safety risks resulting from terrorism threats and incidents within New York City, each police officer shall receive a premium equal to 10% of salary and longevity, which premium shall increase in the same percentage as all future wage increases.

#### **F. RESCHEDULING**

The following language shall be deleted from Article III, Section 1.b of the 1995-2000 collective bargaining agreement, as continued by the September 4, 2002 Arbitration Award: "Notwithstanding anything to the contrary contained herein, the Department shall not have the right to reschedule employees' tours of duty, except that the Department shall have the right to reschedule employees' tours of duty on ten occasions without payment of pre-tour or post-tour overtime provided that the Department gives at least 24 hours notice to the employees whose tours are to be rescheduled, and."

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### **III. BENEFITS**

#### **A. HEALTH & WELFARE FUNDS**

- i. Effective 8/1/2002 and for each year thereafter through the end of the term of the contract, the City shall contribute an additional \$200 per annum for each active and retired member.
- ii. The Employer shall be liable for the payment of all health care expenses (including the cost of prescription drugs) arising from a line-of-duty injury.

#### **B. ANNUITY**

The Annuity payment shall be converted to a percentage of current basic salary and will increase in the same percentage as all future wage increases, including increases in the current round.

#### **C. UNIFORM ALLOWANCE**

The annual uniform allowance shall be converted to a percentage of current basic salary and will increase in the same percentage as all future wage increases, including increases in the current round.

#### **D. INTEREST**

Interest shall be paid at the annual rate of 10% from the effective date of any monetary benefit until payment is made.

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**IV. PRODUCTIVITY**

**A. GAINSHARING/PREMIUM PAY FOR REDUCED STAFFING LEVELS**

At the end of each contract year, all unit members shall share in the savings realized by the City as a result of the reduction in headcount of police officers as measured from the headcount in the base year of FY 1999. The City shall share the savings equally with the PBA, and the aggregate savings shall be divided equally among all active police officers.

**B. WORK SCHEDULE**

- i. Adopt a modern chart for patrol officers which shall include, for example, 10 hours or 12 hours per appearance.
- ii. A Joint Labor – Management Committee shall be convened upon the resolution of all other wage and benefit issues to work out expeditiously the details of this modern work chart.
- iii. Savings realized from the new patrol chart shall be shared equally among all active police officers.

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**C. SICK LEAVE**

**i. SICK LEAVE INCENTIVE PROGRAM**

Adopt annual program for limited use of non-line of duty sick leave in accordance with below listed chart.

<b>Utilization (Days)</b>	<b>Payout</b>
4	\$100
3	\$200
2	\$400
1	\$800
0	\$1,600

**D. PAYMENT FOR LEAVE TIME/ACCUMULATION OF LEAVE**

At the employee's option, the actual dollar cash equivalent of their unused leave days (personal and vacation) may be paid to the employee. Employees may accrue their unused leave days from one calendar year to the next. There shall be no maximum number of unused leave days, which may be accrued cumulatively from year to year.

**E. DEFIBRILLATOR**

Each police officer immediately will be trained and certified in the use of a defibrillation unit. Upon the conclusion of training, each police officer will receive 3% of basic salary and longevity, over and above the police officer's contractual rate of pay. This defibrillation/first response pay shall be increased annually by the same percentages by which the police officer's salary increases and shall be pensionable.

**F. GAINSHARING ON FORFEITURE OF TERMINAL LEAVE**

Every police officer who shall waive his or her terminal leave shall be accorded a payment representing 50% of the fair dollar value (cash value of salary and benefits for the allowable period of terminal leave).

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V. HEALTH/SAFETY

A. ATTAINMENT OF SAFE STAFFING LEVELS

In order to safeguard and ensure the health and safety of police officers performing patrol functions, a Joint-Labor Management Committee consisting of two representatives appointed by the Union and the City shall be convened to establish expeditiously the minimum manning in each patrol precinct and patrol command within the City of New York.

The NYPD will be required to staff each patrol command at the levels established by the Labor-Management Committee. To the extent that agreed to minimum manning levels cannot be met with officers scheduled for duty, the NYPD shall be required to call in additional officers on overtime.

In the event of a failure to reach an agreement between the Union and the Employer as to the appropriate manning levels, the issue shall be submitted to binding arbitration pursuant to the grievance procedures in the collective bargaining agreement.

B. SAFETY AND HEALTH MAINTENANCE

The Employer shall provide health and safety standards for the protection of employees' well being, commensurate with those presently in effect in the private sector and shall provide and maintain safe and healthful working conditions in Department facilities and shall initiate and maintain safe operating practices.

C. VESTS

The Employer shall issue new bullet-resistant vests to every police officer reflecting the current state of technology no less than once every five years from the date that Police Officer's current vest was issued but no later than the expiration day of the warranty for the vest.

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**VI. IMPROVED WORKING CONDITIONS**

**A. SENIORITY**

- i. Seniority shall be the primary factor in the selection of shifts, discretionary assignments and vacation picks.
- ii. Seniority shall be the primary factor in awarding overtime.

**B. TRADING OF SHIFTS (MUTUALS)**

Police officers shall be permitted to engage in mutual exchange of tours, i.e., to reschedule days off and tours of duty by trading days off and tours of duty with other police officers within the same command. The NYPD will be provided with reasonable advance notice of such mutuals.

**C. CIVIL LEGAL INDEMNIFICATION**

The City shall pay the cost of providing civil legal representation to police officers in circumstances where the Office of the Corporation Counsel has refused to provide such representation.

Any savings realized by the City assuming the monetary responsibility of providing civil legal representation, as measured by difference between the actual costs incurred and the current funding formula, shall be remitted to the PBA Active Health & Welfare Fund. The program shall be subject to audit by the PBA on an annual basis.

**D. ARBITRATION FORUM FOR TERMINATION CASES**

The parties shall jointly agree to seek legislation that would mandate that all cases involving the potential dismissal of a police officer shall be resolved by arbitration before the American Arbitration Association.

**E. CASH OVERTIME LIMITATIONS**

There shall be no limitations on the amount of cash overtime a police officer may earn.

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**F. CHRONIC SICK PROGRAM**

All sick leave taken as a result of Line of Duty injuries shall be exempt from consideration in the NYPD's chronic sick program.

By making this demand, the PBA expressly does not acknowledge the legality of the chronic sick program.

**G. HOME CONFINEMENT WHILE ON SICK**

A Police officer's period of home confinement while on sick leave shall be limited to the hours of his or her regularly scheduled tours of duty.

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## **VII. CONTRACT MAINTENANCE**

### **A. GRIEVANCE PROCEDURE**

- i. All Grievance Arbitrations under Article XXII of the 1995-2000 Collective Bargaining Agreement, as continued by the September 4, 2002 arbitration award, shall be heard before a Panel Arbitrator within six months from receipt of the denial of the Step III grievance, or to the extent such grievance proceeds to Step IV, from receipt of the Police Commissioner's denial, unless both parties agree in a signed writing.
- ii. All Panel Arbitrators must make available sufficient consecutive days to complete an arbitration. If the Panel arbitrator selected from the rotation cannot make available the appropriate number of days in the required six-month period, the arbitration shall be assigned to the next Panel Arbitrator in the rotation.
- iii. All provisions of the existing collective bargaining agreement that contradict any portion of this paragraph VII A. shall be null and void.

### **B. NOTIFICATION**

- i. The Employer shall provide written notification to the PBA upon the introduction by the employer of legislation that impacts upon the terms and conditions of employment.
- ii. The Employer shall provide written notification to the PBA of any change in the Patrol Guide, Administrative Guide or any other change in the terms and conditions of employment.

### **C. WRITTEN COLLECTIVE BARGAINING AGREEMENT**

Reduce to writing and incorporate into the successor written collective bargaining agreement terms and conditions of employment not presently embodied in the existing collective bargaining agreement, as amended by the September 4, 2002 arbitration award, including:

1. Work Schedules
2. Provisions for Meal
3. Personals
4. Procedure for Vacation Selection

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