

“2011 – 2018” Sergeants Benevolent Association Memorandum of
Agreement (“SBA MOA”)

MEMORANDUM OF AGREEMENT made this ~~24~~²⁴ day of February, 2015, (“*2011 – 2018 Sergeants Benevolent Association Memorandum of Agreement*”) by and between the Sergeants Benevolent Association (“the Union”) and the City of New York (“the Employer”);

WITNESSETH

WHEREAS, the undersigned parties desire to enter into collective bargaining agreements, including this *SBA MOA* and agreements successor to the existing unit agreement expiring on August 29, 2011, to cover the employees represented by the Union (“Employees”); and

WHEREAS, the undersigned parties intend by this *SBA MOA* to cover all cost-related matters and to incorporate the terms of this *SBA MOA* into the Successor Unit Agreement,

NOW, THEREFORE, it is jointly agreed as follows:

Section 1. Term.

The term of the Successor Unit Agreement shall be August 30, 2011 through August 29, 2018, eighty-four (84) months from the expiration date of the Predecessor Unit Agreement.

Section 2. Continuation of Terms.

All terms of the Predecessor Unit Agreement shall be continued except as modified pursuant to this *SBA MOA*.

Section 3. Prohibition of Further Cost-Related Demands.

No party to this *SBA MOA* shall make further cost-related demands during the term of this *SBA MOA*.

Section 4. General Wage Increase

- a. The general increases, effective as indicated, shall be:
 - (i) Effective August 30, 2011, Employees shall receive a rate increase of 1.0%.
 - (ii) Effective February 28, 2013, Employees shall receive an additional rate increase of 1.0%.
 - (iii) Effective February 28, 2014, Employees shall receive an additional rate increase of 1.0%.
 - (iv) Effective February 28, 2015, Employees shall receive an additional rate increase of 1.0%.
 - (v) Effective February 29, 2016, Employees shall receive an additional rate increase of 1.5%.
 - (vi) Effective March 30, 2017, Employees shall receive an additional rate increase of 2.5%.
 - (vii) Effective March 30, 2018, Employees shall receive an additional rate increase of 3.0%.

- b. The increases provided for in this Section 4 a. shall be calculated as follows:
- (i) the increases in Section 4a. (i) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on August 29, 2011.
 - (ii) the increases in Section 4a. (ii) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on February 27, 2013.
 - (iii) the increases in Section 4a. (iii) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on February 27, 2014.
 - (iv) the increases in Section 4a. (iv) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on February 27, 2015.
 - (v) the increases in Section 4a. (v) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on February 28, 2016.
 - (vi) the increases in Section 4a. (vi) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on March 29, 2017.
 - (vii) the increases in Section 4a. (vii) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on March 29, 2018.
- c. The increases provided in this Section 4 shall be applied to the base rates and salary grades fixed for the applicable title.

Section 5. Longevity Payments

Longevity payments will be increased with the increases listed in Section 4a. (iv)-(vii).

Section 6. Health Savings and Welfare Fund Contributions

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed part of this *SBA MOA* and incorporated in the Successor Unit Agreement.

Section 7. Welfare Fund Contributions

Effective May 1, 2015, welfare fund contributions for both active and retirees will be decreased by \$200 per annum.

Section 8. Terminal Leave Lump Sum Payment

The resolution of the Board of Estimate of the City of New York dated June 27, 1957, states the following:

Members of the Force shall be granted terminal leave with pay upon retirement not to exceed one month for every ten years of service, pro-rated for a fractional part thereof, provided, however, that no terminal leave shall be granted to an employee against whom departmental disciplinary charges are pending.

Effective May 1, 2015, the parties agree that such employees as described in the Resolution above and are entitled to payment and who are members of the Union shall now be entitled to voluntarily choose the option of a one-time lump sum payment as their terminal leave benefit in lieu of their current terminal leave benefit prior to retirement. Such payments shall be made as soon as practicable after retirement.

In the event that a change in legislation is needed to effectuate this agreement, the parties agree to jointly support the necessary legislation to implement the terms of this Section 8.

Section 9. Retiree Health Sub-Committee

There shall be a sub-committee with representatives of both the City and the Union to meet and discuss issues of health coverage for employees who retire prior to the age of 55 and have health benefits coverage from another employer. The parties shall share in the savings generated. The parties may agree to expand their discussion of issues regarding retiree health subject to mutual agreement.

Section 10. Exchange of Work Days (Mutuals)

Effective the date of ratification of this Agreement, the Department shall implement a Pilot Program for twelve (12) months that will permit sergeants of the same assigned command performing similar duties to exchange tours voluntarily when there is no interference with police service and provided that the program does not generate any FLSA overtime. This Pilot Program is subject to the following provisions:

1. Sergeants are not permitted to perform two consecutive tours.(e.g. perform duty on a third platoon followed by a first platoon).
2. The exchanged tours may be on the same calendar day or on different calendar days (including RDOs).

3. The mutual must be completed within one FLSA cycle. (Tours cannot be exchanged from different FLSA cycles).
4. The mutual tour itself cannot generate overtime. A sergeant may receive pre-tour or post-tour overtime, but not overtime for performing the mutual tour (including a mutual tour on a RDO).
5. Both sergeants must be qualified to perform the necessary duty.
6. All mutual requests must be submitted at least five (5) days in advance and approved by the Commanding Officer. Requests for a mutual will not be unreasonably denied.
7. Once a mutual has been approved by the Commanding Officer, both sergeants are scheduled to work the mutual tour.
8. An absence on the first tour of a mutual does not void the second mutual tour. (The sergeant is still scheduled to perform the second mutual tour).
9. There is no Administrative Sick on a mutual tour. (Sergeant must report Regular Sick).
10. Detective Rescheduling Rules are triggered by an absence on a mutual tour and permits the Department to reschedule any sergeant without 24 hour notice or the payment of contractual overtime to cover the mutual tour on any sergeant's scheduled work day.

Section 11. Annual Leave Donation Program

- A. The City of New York and the Sergeants Benevolent Association, in order to assist uniformed members of the service in the rank of sergeant who have exhausted all available leave and need to take a prolonged absence from duty due to the medical emergency of an immediate family member, have agreed to implement a Pilot Program entitled "Annual Leave Donation Program," which shall expire on August 29, 2018. Sergeants who anticipate using a significant amount of leave to resolve issues caused by a major illness or medical condition of an immediate family member, may apply. The Pilot Program will be sponsored by the Department.
- B. All sergeants are eligible to participate as donors or recipients. Donations of accrued annual leave must be made in full day increments and will be debited from the donor's annual leave balance after review of the form and credited to the annual leave bank as full days. Only accrued annual vacation leave may be donated. Lost time, chart days, terminal leave, or any time which is not vacation is not eligible for this program. All donations of accrued annual leave are voluntary. Donations cannot be directed to a particular sergeant. Donations will be included in a pool of annual leave to be

dispersed by a joint Labor/Management panel. Donations into the "Annual Leave Donation Program" are not permitted in the calendar year of a sergeant's separation from the Department, and any such donations shall be retroactively withdrawn and returned to the individual.

- C. A sergeant must have donated at least one vacation day to the pool to be eligible for a disbursement during the life of the Pilot Program. A sergeant may donate a maximum of five vacation days per calendar year. A sergeant may receive a maximum disbursement equal to one year's vacation time that would be accrued by the sergeant in the same year. In cases of extreme hardship, the Labor/Management Panel may waive the required donation to the "Annual Leave Donation Program" prior to a disbursement, as well as, the maximum disbursement and donation limits.
- D. All decisions concerning the implementation of the "Annual Leave Donation Program" and the eligibility of the donor/donee will be mutually agreed upon by the Labor/Management panel. All decisions must comply with IRS Revenue Ruling 90-29. The decisions of the Labor/Management panel are final and not subject to review, appeal or any grievance procedures. The Labor/Management panel shall consist of four members, two members each from the SBA and the Department. A majority vote is necessary to receive a disbursement from the program.
- E. This "Annual Leave Donation Program" shall only be implemented in accordance with IRS Revenue Ruling 90-29 and as required by law.

Section 12. Coordination of Shifts with Spouses and/or Registered Domestic Partners

In an effort to assist sergeants who are experiencing child care/family issues and have a member of the department who is either their spouse or a registered domestic partner, the Department shall upon ratification of this Agreement implement a Pilot Program for twelve (12) months that will permit sergeants to request a change of tour within their assigned command or request transfer to a command with an opening on their desired tour. Sergeants requesting said accommodations must submit a UF 49 to their commanding officer detailing the reasons for the accommodation for a tour change within their command or submit a UF 57 to their commanding officer for submission to the Personnel Bureau detailing the reasons for the accommodation. The sergeant's request will not be unreasonably denied.

Section 13. Fair Labor Standards Act Issues

Whereby, the parties intend to prevent potential future claims under the federal Fair Labor Standards Act ("FLSA"), the parties hereby agree as follows:

I. Right to Schedule Chart Time

(a) The NYPD shall have the right to schedule employee chart time in order to prevent sergeants from exceeding the FLSA overtime threshold in a 28-day cycle. This provision does not waive any rights the NYPD has to schedule chart time in the absence of an agreement.

(b) The Union agrees to withdraw, with prejudice, the following cases and/or actions: Chart Time Improper Practice Petition (BCB-4086-14).

II. Staggered Tours

(a) The NYPD shall have the right to stagger the scheduled starting and finishing times of sergeants in order to prevent sergeants from performing off-the-clock work before the scheduled beginning of their tour. This provision does not waive any rights the NYPD has to alter starting and finishing times in the absence of an agreement.

(b) Sergeants are not permitted to perform any work before their scheduled starting time or after their scheduled finishing time without the prior approval of a superior officer.

III. Off-Duty Work

(a) Sergeants assigned to Detective Track Commands, as defined in Administrative Guide Procedure 320-35 and Operations Order No. 19 of 2011, shall receive a stipend of \$705 per year as compensation for up to one and one-half (1.5) hours of work each week performed off-duty via phone, e-mail, text, or in any other manner. The election of compensatory time is not available for off-duty work.

(b) No sergeant assigned to Detective Track Commands shall spend more than one and one-half (1.5) hours per week on off-duty work without the prior approval of a superior officer. In the event this limit is exceeded under circumstances that made it impossible to obtain prior approval (e.g., as a result of an emergency), the sergeant must so notify a superior officer within 24 hours thereafter.

(c) No sergeant assigned to any non-Detective Track Command shall spend any time on off-duty work without the prior approval of a superior officer. If a sergeant assigned to a non-Detective Track Command is contacted off-duty by a superior officer such approval is presumed.

(d) Time spent receiving notifications will not qualify as off-duty work under this section.

IV. Definition of a Superior Officer

For purposes of these paragraphs, a "superior officer" shall mean a person superior to that sergeant in that sergeant's chain of command.

V. Resolution of Disputes

(a) All claims arising from the application of the matters described in paragraphs II(b) and III, above, alleging violations of the federal Fair Labor Standards Act involving claims of off-duty work or pre or post-shift work, and all other claims involving the interpretation or application of these paragraphs, shall be subject to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and employees covered by this Agreement shall not file suit or seek relief in any other forum. The parties will take all steps necessary to ensure that claims within the scope of this paragraph are resolved pursuant to and in accordance with the grievance and arbitration provision of the collective bargaining agreement.

(b) Arbitrators shall apply applicable law as it would be applied, and shall have such powers as would be exercised, by the appropriate court in rendering decisions on the claims covered by paragraph V(a), above.

(c) The claims subject to resolution in accordance with paragraph V(a), above, shall not be arbitrated by way of a group grievance. All claims between a member and the Department must be decided individually.

(d) The arbitrator shall have no authority or jurisdiction to process, conduct, or rule upon any group grievances, or to consolidate any individual claims in one proceeding absent mutual consent of the parties hereto.

V. Prohibition on Use in Any Proceeding

Other than the up to 1.5 hours per week of off-duty work described in paragraph III(a), nothing contained in paragraph III shall be used in any proceeding to establish the compensability of time worked.

Section 14. Conditions of Payment.

The general wage increases provided for in Section 4 of the *SBA MOA* shall be payable as soon as practicable upon execution of the *SBA MOA* and after the effective date of such increases.

Section 15. Approval of Agreements.

This *SBA MOA* and the successor unit agreement are subject to approval in accordance with applicable law.

Section 16. Incorporation of Certain Provisions into Other Agreements.

All applicable provisions of this *SBA MOA* shall be incorporated into the *Successor Unit Agreement*.

Section 17. Savings Clause.

In the event that any provision of this *SBA MOA* is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this *SBA MOA*.

WHEREFORE, we have hereunto set our hands and seals this 24 day of February 2015.

FOR THE CITY OF NEW YORK

By: 
ROBERT W. LINN
Commissioner of Labor Relations

FOR THE SERGEANTS BENEVOLENT ASSOCIATION

By: 
EDWARD MULLINS
President



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February 14, 2015

Edward D. Mullins, President
Sergeants Benevolent Association
31 Worth Street
New York, NY 10013

RE: SBA MOA for the period August 30, 2011 to August 29, 2018

Dear Mr. Mullins:

This letter confirms the parties' mutual understanding that the Sergeants Benevolent Association ("SBA"), in adopting the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee ("MLC"), does not waive any rights the SBA has regarding future MLC Agreements, or any rights the SBA has to negotiate any healthcare or welfare fund matters in future bargaining with the City of New York.


If the above accords with your understanding, kindly execute the signature line provided below.

Sincerely,


ROBERT W. LINN

ACCEPTED AND AGREED ON BEHALF OF SBA

BY:


Edward Mullins, SBA President