



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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City of New York
Office of Labor Relations

The Mayor and the entire City of New York recognize the continued inestimable dedication to duty of the members of the Police Department, and we are grateful for your selfless contributions on behalf of our great City of New York.

As we approach a new round of collective bargaining, we must remain mindful of out-year gaps which severely imperil the progress made to date toward achieving fiscal structural balance and restoring investor confidence that is essential to the long-term economic health of the City.

Since we have a severely stressed budget, we have identified several areas wherein certain productivity enhancements and economic efficiencies may be attained that could serve as the basis for generating a collective bargaining increase.

We will remain flexible in our approach, and these suggested starting points are intended to evoke discussion and exploration of reaching a mutually desirable outcome – that is, a collective bargaining settlement that recognizes the valuable work you perform, and one that remains prudent in light of the City's budget.

Proposed Modifications to the 2000-2002 PBA Contract

The following proposals are in addition to the proposals that were presented to the MLC on March 7, 2003.

1. Term

There shall be a two (2) year contract term.

2. Increases

Any future increases shall be funded entirely through prospective productivity savings. All prospective productivity proposals shall be the result of an agreed

upon bilateral program established in conjunction with the union and must achieve measurable/quantifiable savings.

3. Welfare Funds

- a. Administrative expenses incurred by the PBA Health and Welfare fund shall not exceed 7.5% of the annual contributions.
- b. Welfare Fund reserves that exceed one (1) year's contributions must be used to provide additional benefits.
- c. The union shall equalize the City's total contribution to the PBA Health and Welfare fund with the total contributions made by the City to other health and welfare funds on behalf of other employees, and the PBA shall be responsible for the cost of such increased contribution, pursuant to the side letter to the PBA contract.

4. Retirement System Costs

Active employees shall be required to support the operating PS and OTPS costs incurred by the New York City Police Pension Fund.

5. Payroll Lag

There shall be a two (2) week payroll lag.

6. Condition of Payment

No payments shall be made until a signed separate unit agreement has been executed.

7. Duty Schedules

For Police Officers, the NYPD will implement duty schedules that will require 253 scheduled appearances per year and eight hour and fifteen minute (8:15) tours.

8. Additional Tours

Employees appointed on or after August 1, 2002 shall be required to perform ten (10) additional tours per year without additional compensation.

9. Vacations

Following the first five years of service, vacations shall accrue to a maximum of twenty-five (25) work days.

10. Sick Leave

Eliminate "unlimited" sick leave for non-line of duty injury and/or illness.

11. Personal Leave Day

Eliminate Article X, Section 1 – Personal Leave Day.

12. Holidays

Reduce the number of paid holidays by two per annum and recalculate holiday pay as #/365ths (or #/366ths in a leap year) instead of #/261sts.

13. Overtime

- a. Conform the overtime provisions to the Fair Labor Standards Act by computing overtime only on time actually spent working.
- b. For Grand Jury purposes, a Police Officer's RDO may be rescheduled without penalty solely in order to allow for an appearance before a Grand Jury pursuant to section 180.80 of the CPL.

14. Travel Time

Eliminate "Overtime Travel Guarantee".

15. Recall

Eliminate all references to minimum recall periods.

16. Night Shift Differential

- a. Hours of eligibility shall be limited to 8:00 p.m. – 6:00 a.m. Recalculate factored formula accordingly and no payment shall be made to an employee who is unavailable for work for any reason.
- b. Factored formula shall not be increased by collective bargaining increases.

17. Uniform Allowance

Allocate fifty percent (50%) of an employee's annual uniform allowance to a Departmentally maintained account which shall be used to reimburse an employee upon presentation of a valid receipt for new items of prescribed uniform equipment and/or apparel purchased at the direction of the employee's commanding officer in order to comply with the Department's required uniform and equipment specifications.

18. Grievances

Grievances must be initiated within thirty (30) days.

19. Improper Practices

No Requests for Injunctive Relief shall be filed with the Office of Collective Bargaining on a Friday.

20. Parking

Members who use Police Department facilities to park their private vehicles shall be charged a permit fee.

21. Support Legislation

The union shall agree to support legislation to provide that a Police Officer's benefits, including accident disability pension, death benefits, medical benefits and sick leave, shall be reduced by any jury award the Officer obtains against the City in a personal injury or wrongful death action arising from a work-related accident.

22. Other Agreements

The Separate Unit Agreement shall express all agreements and understandings between the parties and no other agreement, understanding or practice shall be of any force or effect unless referenced therein.

The City of New York reserves its right to add, delete, modify and/or reinstate the proposals contained herein until such time as a final agreement is reached.