



CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Greg Usry, City Manager

AGENDA ITEM: Consideration of a Memorandum of Agreement between the City of Rye and the Rye Police Association.

FOR THE MEETING OF:

February 28, 2024

RECOMMENDATION: That the Council consider an agreement for the contract period of January 1, 2024 to December 31, 2028 (5 years).

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

That the Council consider an agreement for the contract period of 1/1/2024 – 12/31/2028.

See attached.



CITY OF RYE

MEMORANDUM

TO: Greg Usry, City Manager

FROM: Brian Shea, Assistant City Manager

DATE: December 8, 2023

RE: Police MOA Terms

The following is a summary of terms contained in the Memorandum of Agreement (MOA) between the City and the Rye Police Association.

1. Term: The term of the agreement is January 1, 2024 to December 31, 2028. (5 years)

2. Work Schedule – The MOA modifies Article 3 to provide that effective January 1, 2024, staff positions following a steady five (5) day schedule shall be granted three (3) Chart Days per year. An additional Chart Day shall be added in 2025, 2026, 2027, and 2028. Such days shall be taken with the approval of the Commissioner.

- **Background:** Currently, steady shift employees appear 13 more times each year as compared to rotating shift employees. Neighboring municipalities including Harrison, Mamaroneck, Rye Brook, and Port Chester all provide “Chart Days” to balance out the number of days worked for steady shift employees so that they are equal. The new MOA will not provide the parity that other jurisdictions provide but will provide 7 additional days by the end of the contract term. This agreement reflects a compromise between the City and Police Association.

3. Wages: The MOA provides for % increases as follows: 2024 – 2.75%, 2025 – 3%, 2026 – 3%, 2027- 3.25%, 2028 - 3%. (15% over 5 years.)

- **Background:** These wage increases are consistent with the increases we have seen from neighboring jurisdictions that have settled contracts with their Police Unions over the last couple of years. They are also consistent with what we would have expected from an arbitration award given the recent agreements in neighboring jurisdictions and the City’s fiscal health. Due to the inflationary environment and other factors, the most recent contract settlements in Sound Shore communities have seen higher than 3% increases – some reaching over 4% year over year.

4. Detective Pay: Detective pay has been set at 10% above base pay for patrolmen.

- **Background:** This reflects an increase from 7% to 10%. 10% is the industry standard and is consistent with what is provided in neighboring jurisdictions and throughout the State.

5. Longevity: The MOA amends Article 5, Section 2 to provide that effective January 1, 2024, each longevity step shall be increased by \$200. Additionally, each longevity step shall be increased by \$100 for each subsequent year of the Agreement.

- **Background:** The City's longevity payments remain low when compared to neighboring jurisdictions. Even with the increase, longevity payments are negligible in the context of the overall operating budget.

6. Overtime: The new MOA clarifies the City's right to hold officers over at the completion of their shifts until a replacement officer is available.

- **Background:** This is a provision typically found in police contracts to ensure continuity of service and appropriate staffing levels.

7. Marine Unit: The MOA clarifies that an officer assigned to the Marine Unit throughout the year shall receive a stipend equivalent to 7% of base pay, pro-rated bi-weekly, during the period of this assignment, which is made at the sole discretion of the Commissioner of Police.

- **Background:** This simply memorializes that the existing Marine Unit stipend will be provided throughout the year as it currently is.

8. Annual Leave: The MOA adds a new section to Article 7 providing that effective January 1, 2025, officers may sell up to seven (7) vacation days at straight time. Notice may be provided to the City by October 1st of the prior year.

- **Background:** This is consistent with the City's existing policy for APG employees, who are allowed to sell up to (10) vacation days each year.

9. Clothing and Equipment Maintenance Allowance: The clothing allowance provided to officers is increased to \$1400 in 2024, and \$100 each subsequent year to \$1800 by the end of the contract term.

- **Background:** The Clothing Equipment and Maintenance Allowance has not been increased since 2007. Even with the increase, the City's clothing allowance that will exist by the end of the contract is significantly less than the current allowance provided by most neighboring jurisdictions.

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the City of Rye (the “City”) and the Rye Police Association of the City of Rye, Inc. (the “Association”) dated this ____ day of November, 2023.

WHEREAS, the City and the Association are parties to a collective bargaining agreement which will expire on December 31, 2023; and

WHEREAS, the City and the Association have entered into negotiations for a successor agreement in accordance with the Taylor Law; and

WHEREAS, the City and the Association have reached a tentative agreement subject to ratification by the membership of the Association and the City Council, it is stipulated and agreed as follows:

1. All proposals not addressed by this Memorandum of Agreement (“Agreement”) are withdrawn.
2. The term of the Agreement shall be January 1, 2024 through December 31, 2028.
3. Work Schedule – Modify Article 3 to provide that effective January 1, 2024, staff positions following a steady five (5) day schedule shall be granted three (3) Chart Days per year. An additional Chart Day shall be added in 2025, 2026, 2027, and 2028 (A total of 7 in 2028). Such days shall be taken with the approval of the Commissioner.
4. Wages – Modify Article 5, Section 1 to provide that the pay plan shall be increased as follows:
 - a. Effective January 1, 2024, all bargaining unit members’ salaries shall be increased by 2.75%.
 - b. Effective January 1, 2025, all bargaining unit members’ salaries shall be increased by 3.00%.
 - c. Effective January 1, 2026, all bargaining unit members’ salaries shall be increased by 3.00%.
 - d. Effective January 1, 2027, all bargaining unit members’ salaries shall be increased by 3.25%.
 - e. Effective January 1, 2028, all bargaining unit members’ salaries shall be increased by 3.00%.
5. Wages – Amend Article 5, Section 1, paragraph B to provide as follows:

Effective January 1, 2024, each Patrolman assigned to the Detective Division or Youth Division for 30 days or more in any calendar year shall receive additional compensation of **10%** above base pay for a patrolman, pro-rated bi-weekly, during the period of this

assignment, which is made at the sole discretion of the Commissioner of Police. Each employee assigned to the position of Detective Sergeant shall receive additional compensation of 3% above the Detective Division or Youth Division compensation. In addition to the above, any employee, whose rank is Sergeant or below, designated as commander of the detective unit, for a period in excess of 30 days, by the Commissioner of Police, shall receive additional compensation at the rate of \$800 per year, pro-rated bi-weekly.

6. Longevity – Amend Article 5, Section 2 to provide that effective January 1, 2024, each longevity step shall be increased by \$200. Additionally, each longevity step shall be increased by \$100 for each subsequent year of the Agreement.

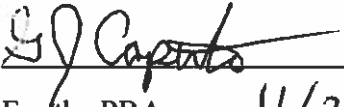
	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
At the completion of 7 years of service:	\$ 1,300	\$ 1,400	\$ 1,500	\$ 1,600	\$ 1,700
At the completion of 12 years of service:	\$ 2,200	\$ 2,300	\$ 2,400	\$ 2,500	\$ 2,600
At the completion of 17 years of service:	\$ 3,100	\$ 3,200	\$ 3,300	\$ 3,400	\$ 3,500

7. Overtime – Amend Article 6 to provide that the City shall have the right to hold officers over at the completion of their respective shifts until a replacement officer is able to cover that shift. The officer held over shall be paid at the rate of time and one-half. Before an officer is held over, the City will attempt to cover the tour or part thereof through its regular overtime rotation. In the event the City is unable to fill the tour by utilizing its overtime rotation, the least senior officer working the tour shall be held over.
8. Marine Unit – The officer assigned to the Marine Unit throughout the year shall receive a stipend equivalent to 7% of base pay, pro-rated bi-weekly, during the period of this assignment, which is made at the sole discretion of the Commissioner of Police.
9. Annual Leave – Add new section to Article 7 providing that effective January 1, 2025, officers may sell up to seven (7) vacation days at straight time. Notice may be provided to the City by October 1st of the prior year.
10. Clothing And Equipment Maintenance Allowance – Modify Article 22 to provide as follows:
 - a. Effective January 1, 2024, the Employer shall pay each employee \$1,400 in a lump sum, pro-rated due on December 1st of each year, as a uniform, dry cleaning, appearance, and equipment maintenance allowance.

- b. Effective January 1, 2025, the Employer shall pay each employee \$1,500 in a lump sum, pro-rated due on December 1st of each year, as a uniform, dry cleaning, appearance, and equipment maintenance allowance
- c. Effective January 1, 2026, the Employer shall pay each employee \$1,600 in a lump sum, pro-rated due on December 1st of each year, as a uniform, dry cleaning, appearance, and equipment maintenance allowance
- d. Effective January 1, 2027, the Employer shall pay each employee \$1,700 in a lump sum, pro-rated due on December 1st of each year, as a uniform, dry cleaning, appearance, and equipment maintenance allowance
- e. Effective January 1, 2028, the Employer shall pay each employee \$1,800 in a lump sum, pro-rated due on December 1st of each year, as a uniform, dry cleaning, appearance, and equipment maintenance allowance

8. Article 8 Holidays: Juneteenth added to make a total number of 14. The payments shall be made January 1, (7days pay) and July 1 (7days pay) each year.

For the City


For the PBA 11/22/2023