MEMORANDUM OF AGREEMENT

Memorandum of agreement by and between the Village of Larchmont (the "Village") and the Larchmont Police Benevolent Association, Inc. (the "PBA"), dated this ____ day of June, 2020.

WHEREAS, the Village and the PBA are parties to a collective bargaining agreement which expired on May 31, 2018; and

WHEREAS, the Village and the PBA have met in good faith to negotiate a successor agreement; and

WHEREAS, the Village and the PBA have reached a tentative agreement, which is subject to the ratification by the membership of the PBA and the Village Trustees;

NOW, THEREFORE, it is stipulated and agreed as follows:

1. All proposals not addressed by this memorandum of agreement are withdrawn.

2. All provisions of the collective bargaining agreement which expired on May 31, 2018 shall be incorporated into a successor agreement except as modified by this memorandum of agreement.

3. Article 7, Section 1, Hours of Work (p. 4)

The Village and PBA agree to implement, on an experimental basis, an experimental 12-hour tour schedule as set forth below. Employees not assigned to the experimental 12-hour tour schedule shall remain on the schedule in effect prior to the implementation of the experimental 12-hour tour schedule in accordance with the CBA that expired on May 31, 2018.

a. The experimental 12-hour tour schedule shall apply to officers holding the titles of Police Officer and Police Sergeant who are assigned to Patrol, as well as any officers holding the designation of Detective who are assigned to work 12-hour tours as their regular schedule.

b. Members assigned to the experimental 12-hour tour schedule shall work twelve (12) hour tours, either steady day tours or steady night tours.
c. Rotation of the experimental 12-hour tour schedule shall be as follows: two (2) consecutive days on, followed by two (2) consecutive days off, followed by three (3) consecutive days on, followed by two (2) consecutive days off, followed by two (2) consecutive days on, followed by three (3) consecutive days off, and repeat the cycle (2 on 2 off, 3 on 2 off, 2 on 3 off). The implementation of the 12-hour tours and the rotation will begin on the 0700-1900 tour on a Monday to be agreed to by the parties, but in no event later than August 1, 2020.

d. The work assignments of all employees within the tours of duty, as set forth above, shall be at the discretion of the Village.

e. The work chart shall consist of four (4) squads in which patrol officers are assigned to work 12-hour tours, either steady day tours (0700-1900) or steady night tours (1900-0700).

f. The commencement time of each tour of duty may be changed on an annual basis in the discretion of the Chief of Police upon reasonable notice to the P.B.A.

g. At the discretion of the Chief of Police, and manpower permitting, there also may be employees who shall serve as relief personnel. The relief employees shall be selected through volunteers first (1st). In the event there are insufficient volunteers, the requisite number of employees, as determined by the Chief of Police, shall be assigned as relief employees. No relief employee shall be required to work more days than the above work schedule.

h. The bidding of tours of duty shall be by seniority, in title. In the event there is an insufficient number of volunteers based on seniority, in title, the Chief of Police may assign officers in the inverse order of seniority, in title, consistent with the officer's 2nd and 3rd choices, if possible, until the staffing level determined by the Chief of Police has been achieved. All employees shall select a first (1st), second (2nd) and third (3rd) choice. (Example: 1st choice "A" line, 2nd choice "B" line and 3rd choice "C" line.) Upon receipt of all biddings for tours of duty, the Chief of Police will assign officers to tours of duty which he determines, in his sole discretion, to be in the best interest of the Department.

i. Provided that the experimental 12-hour work schedule remains in effect, officers may rebid their shift assignments annually, for the 12-month period starting on the anniversary of the commencement of the experimental 12-hour work schedule under this Memorandum of Agreement. Management retains the prerogative with this or any other work chart to assign personnel upon proper notice to duty tours that serve the best interests of the department and the community it serves, and may do so in its sole discretion. Factors which may be considered in reassigning personnel shall include but not be limited to a member's compatibility with other members of the bid squad, compatibility with the squad's assigned supervisor, compatibility with the hours bid, sick time use record, disciplinary record, an excess of inexperienced or junior officers on a bid tour and compatibility with specialized assignments and skills which may be deemed necessary on the tour requested.

j. Subject to the provisions of paragraphs 8 and 9, below, members of the bargaining unit shall continue to receive the same annual base salary on the experimental 12-
hour tour schedule as they would have received while working the schedule in effect prior to implementation of the experimental 12-hour tour schedule. All regularly scheduled hours of work on the experimental 12-hour tour schedule shall be paid at a straight time rate of pay, and there shall be no overtime for regularly scheduled tours of duty under the experimental 12-hour tour schedule, except as may be required by the Fair Labor Standards Act. For purposes of the Fair Labor Standards Act, employees' work period shall be a cycle of 28 consecutive calendar days commencing on the first day of the first pay period at the time that the experimental 12-hour work schedule is implemented.

k. Officers can be held over for no more than an additional four (4) hours of work immediately following a tour of duty, if staffing requires, based on seniority, unless the Chief of Police or his designee approves a longer hold over period under certain circumstances requiring the assigned officer to complete duties related to an arrest or case that only that officer may be able to perform, or under exigent circumstances. Except as provided in this Memorandum of Agreement, officers assigned to the experimental 12-hour tour schedule will receive overtime pay in accordance with Article 8 of the collective bargaining agreement. Officers will be granted eight (8) hours of rest time from when they go off duty before they must report back for duty except in cases of emergency. When officers must start their assigned tour later than scheduled in order to provide eight (8) hours of rest time before they must report back to work, they may be required to work 12 hours starting from the time that they report back to work on that tour without overtime or additional compensation.

l. Employees assigned to the experimental 12-hour tour schedule shall be allowed two (2) thirty (30) minute meal periods on each 12-hour tour of duty. Employees assigned to the experimental 12-hour tour schedule shall be allowed two (2) fifteen (15) minute coffee breaks during each tour of duty.

m. The parties acknowledge and agree that it is their intent that the experimental 12-hour tour schedule shall not result in additional personnel costs for the Village than if employees had continued to be assigned to the work schedule in effect prior to the implementation of this experimental 12-hour tour schedule. As part of the experimental 12-hour tour schedule, there shall be no increase in the annual number of hours of paid leave time as compared to under the previous work schedule, except as expressly provided herein. Therefore, except as expressly provided herein, all leave time shall be converted to hours such that all references to one day or one working day in the collective bargaining agreement shall refer to an eight (8) hour day, with each (1) day of leave time equaling (8) hours.

n. Employees working the experimental 12-hour tour schedule shall receive annual vacation, sick leave and personal leave as follows:

o. Article 10 ("Vacations"). For vacation, effective upon implementation of the experimental 12-hour tour schedule, employees working on the experimental 12-hour tour schedule will receive annual vacation as follows:
i. **Section 1.** Employees with less than one (1) year of service will receive eight (8) hours of paid vacation leave for each completed month of service as of the end of that first calendar year.

ii. **Section 2.** Employees with over one (1) year but less than five (5) completed years of service as of their anniversary date of employment in any year will receive eleven (11), 12-hour days of paid vacation leave in that calendar year and thereafter until they complete five (5) years of employment.

iii. **Section 3.** Employees with five (5) completed years of service but less than ten (10) completed years of service as of their anniversary date of employment in any year will receive fifteen (15), 12-hour days of paid vacation leave in the calendar year and thereafter until they complete ten (10) years of employment.

iv. **Section 4.** Employees with ten (10) completed years of service or more as of their anniversary date of employment in any calendar year will receive twenty (20), 12-hour days of paid vacation leave in that calendar year and thereafter.

For calendar year 2020 only, for employees who have previously-selected vacation scheduled for the remainder of calendar year 2020 and who are assigned to the experimental 12-hour schedule, the Department will make its best efforts to provide such officers the same previously scheduled vacation dates for the remainder of calendar year 2020. Nothing herein shall alter or limit any management right of the Village and/or Police Department, including but not limited to determining and achieving staffing and supervision levels, and to assign employees to work in accordance with the interests of the Department as determined by the Chief of Police in his sole discretion.

p. Article 11 ("Sick Leave"). For sick leave, upon implementation of the experimental 12-hour tour schedule, employees working on the experimental 12-hour tour schedule will receive annual sick leave as follows:

i. **Section 1.** Employees shall be entitled to paid sick leave for non-duty connected injury or illness at the rate of ten (10), 12-hour days at the start of each calendar year of employment. Employees hired after January 1 (the start of the calendar year) shall have their sick leave total for the first year prorated on the number of completed months or major portion of a month of employment they will complete during that calendar year as a fraction of twelve (12) months and the total will be credited immediately upon the date of hire. Terminating Employees shall receive prorated sick leave pay as shown in Article 10 Vacations Section 6. Effective January 1, 2005, Employees who leave the Department's employ on any basis other than retirement shall be eligible for a maximum sick leave payout not to exceed the current year's total allocation [ten (10), 12-hour days] less the actual number of 12-hour sick days used during the calendar year.

ii. **Section 2.** Effective upon implementation of the experimental 12-hour tour schedule members shall contribute four (4), 12 hour sick days (hereinafter
designated as “extended sick leave”) per year to a sick day retirement bank for the purpose of reducing the member portion of the health insurance cost. The remaining six (6), 12-hour sick days shall be designated as “regular sick leave”. The extended sick days may be used by the member should he/she be affected by an extended illness which shall be defined as an illness or injury which results in the member’s absence from the Department exceeding six (6) consecutive tours of duty and is of such a nature as requires hospitalization, on an inpatient or ambulatory basis, or confinement to one’s home. In addition to any restrictions and requirements applicable to a member of the department on the use of regular sick leave, each instance of extended sick leave shall be supported by medical documentation satisfactory to the Village. The Village reserves the right to require any officer requesting extended sick leave to submit to a medical examination by a medical practitioner appointed by the Village at the Village’s expense. Subject to the requirements for use of extended sick leave set forth herein, once an employee has been absent for six (6) consecutive tours of duty on regular sick leave, six (6) days will be taken from the employee’s accrued extended sick leave bank and restored to the employee’s regular sick leave bank.

iii. Sick Leave Incentive. Effective upon implementation of the experimental 12-hour tour schedule, there shall be a sick leave incentive for employees working the experimental 12-hour tour schedule pursuant to which employees shall receive additional sick leave based upon the number of sick days used in a calendar year, as follows:

- 0-1 sick days – two (2) extra 12-hour sick days
- 2-3 sick days used – one (1) extra 12-hour sick day
- 4 or more sick days used – zero (0) extra sick time.

The extra sick time allotted under this sick leave incentive shall be placed in the employee’s extended sick leave bank.

q. Article 21 (“Personal Leave”). For personal leave, upon implementation of the experimental 12-hour tour schedule, all members of the bargaining unit working the experimental 12-hour tour schedule shall receive seven (7), 12-hour personal days per year.

r. Article 14 (“Funeral Leave”). Officers assigned to the experimental 12-hour tour schedule will continue to receive funeral leave in accordance with Article 14 of the expired collective bargaining agreement, which provides for a leave of absence without loss of pay not to exceed five (5) consecutive (calendar) days.

s. Article 15 (“Union Business Leave”). Section 3 of Article 15 (“Union Business Leave”) shall not be converted to hours. Therefore, subject to the provisions of Article 15, Section 3 of the expired collective bargaining agreement, the allotment of up to ten (10) working days under that section shall mean up to ten (10) full eight (8) hour or twelve (12) hour shifts, depending on the schedule that the President of the Association or designee is assigned to work at the time of the leave day.
t. All other calculations regarding use, accrual, accumulation or payment of leave time during employment or upon retirement or other termination of employment pursuant to the expired CBA shall be converted to hours, with one day meaning eight (8) hours. This includes but is not limited to provisions relating to payments for and maximum accumulations of vacation, sick leave and/or personal leave not expressly changed herein, as well as all other types of leave time. For example, without limiting the foregoing, pursuant to Article 10 ("Vacations"), Section 6, the maximum payout of accumulated vacation days upon retirement for employees hired after March 1, 1984 shall continue to be forty (40), 8-hour, days, or 320 hours.

u. Nothing herein shall be deemed to change the existing calculation of the rate of pay, including the daily or hourly rate of pay, for purpose of the calculation of any compensation or benefit.

v. This experimental work schedule shall remain in effect until May 31, 2021, whereupon it shall automatically sunset and expire, and the work schedule in effect immediately prior to the implementation of the experimental 12-hour schedule pursuant to this MOA shall be restored. The parties may, however, agree to continue this work schedule beyond May 31, 2021 provided that the Village and the PBA jointly consent in writing to the continuation of this work schedule beyond that date. Should this experimental work schedule not be continued by express written agreement between the Village and PBA, the work schedule shall revert to the work schedule in effect prior to this MOA. Likewise, any changes to the amounts of vacation, sick leave or personal days, and all other changes as part of the implementation of the experimental 12-hour tour schedule shall expire and the provisions of the CBA in effect prior to the implementation of the experimental 12-hour tour schedule shall be restored.

w. For any benefit years in which employees work less than a full year in the experimental 12-hour work schedule pursuant to this MOA, benefits will be prorated based upon the number of months worked in each respective schedule.

x. The terms and conditions contained in this paragraph are only applicable to officers working 12-hour tours. Any terms and conditions not addressed herein shall continue to be governed by the CBA.

4. Article 7, Section 1, Work Schedule (Mutuals) (p. 4)

Amend Article 7, Section 1, last paragraph, to increase the number of mutual exchanges (switch or swap) from 4 tours of duty to 5 tours of duty, as follows (change indicated in bold):

All employees shall be entitled to substitute (switch or swap) five (5) tours of duty with members of equal rank upon prior approval of the Chief of Police or his designee. Members swapping tours with other members shall assume all responsibilities and assignments of the member swapped with, including ancillary assignments and specialty details, if compatible. If the member requesting such tour swap is incompatible with the member swapped with, the Chief in his sole
discretion may deny such request. Any tour swaps in excess of five (5) per year shall be at the sole discretion of the Chief of Police.

5. Article 12, Section 1, Longevity Pay (p. 12)

Modify to provide that longevity pay shall be increased as follows:

Effective June 1, 2018 longevity shall be increased by twenty-five dollars ($25) at each longevity step.

6. Article 17, Insurance and Pensions, Section 3.b.4 (p. 16-17)

As part of the parties’ agreement to implement the experimental 12-hour work schedule, the parties agree to amend Article 17, Section 3(b)(4) to provide that effective upon ratification of this memorandum of agreement, for employees hired on or after October 25, 2011 who retire after completion of a minimum fifteen (15) years of service with the Larchmont Police Department, the Village shall contribute sixty-five percent (65%) of the cost of the retiree health insurance premium, and that for all employees hired on or after October 25, 2011 retiring with fewer than fifteen (15) years of service with the Larchmont Police Department will receive a contribution from the Village towards retiree health insurance coverage of fifty percent (50%) of the premium.

The parties acknowledge and agree that this change to the retiree health insurance contribution for employees hired on or after October 25, 2011 is being agreed to as part of and contingent upon the continued existence of the experimental 12-hour tour schedule set forth above, and that should the experimental 12-hour tour schedule expire or cease to be in effect for any reason, including but not limited to expiration of the schedule and/or expiration of an extension of the schedule, this provision shall also immediately and simultaneously expire and the 50% Village contribution towards retiree health insurance coverage for all employees hired on or after October 25, 2011, as set forth in Article 17 of the parties’ 2014-2018 CBA shall be restored.
7. Article 17, Insurance and Pensions, Section 4 – Payment in Lieu of Dental Program (p. 16)

Amend to provide that the Village’s lump sum annual payment to the PBA in lieu of dental program for each full-time member shall be increased as follows:

Increase by one hundred fifty dollars ($150.00), effective June 1, 2020;

8. Article 24, Salary Administration, Section (a) (pp. 18-19)

Modify to provide that base pay for bargaining unit members shall be increased as follows:

   a. Effective June 1, 2018 – 2.0% (two percent);
   b. Effective June 1, 2019 – 2.0% (two percent);
   c. Effective June 1, 2020 – 2.0% (two percent);
   d. Effective June 1, 2021 – 2.0% (two percent).

9. Article 24, Salary Administration

Effective upon implementation of the experimental 12-hour tour schedule, there shall be a one-time increase in the annual base pay of the ranks and/or designations of Police Officer, Detective and Sergeant, in the amount of two thousand dollars ($2,000.00), which will be included in base pay. In the event that the experimental 12-hour tour schedule expires, and/or is not continued after a renewal, this $2,000 increase in the annual base pay will be removed from the annual base salary for said positions effective upon the expiration and/or other cessation of the experimental 12-hour tour schedule, and the annual base salary for all members will be recalculated as if the $2,000 increase had not been applied, provided that employees shall not be required to return the additional pay that they received from the date of the implementation of the experimental 12-hour tour schedule until the date of its expiration or other cessation.

10. Article 22, Section 3, Mileage Reimbursement

Effective January 1, 2020, increase mileage reimbursement pursuant to this section from
thirty cents ($0.30) per mile to the IRS Rate, which is currently fifty-seven and one-half cents ($0.57.5) per mile. This reimbursement rate will change as the IRS Rate changes.

11. Article 25, Section 1 – Duration (p. 19)

Modify Section 1 to provide that the agreement shall be effective from June 1, 2018 through May 31, 2022.

12. Article 2, Section 2 (Agency Shop Fee) [Cleanup]

Delete this section.

13. This Memorandum of Agreement shall be subject to the ratification by the membership of the PBA and the Village Trustees.

FOR THE VILLAGE

[Signature]
6/22/20

FOR THE PBA

[Signature] 06-22-20