

**2008-2012**  
**Memorandum of Understanding**  
**Between**  
**The City of New York**  
**And**  
**The Detectives Endowment Association**

MEMORANDUM OF UNDERSTANDING made this 27<sup>th</sup> day of September 2007 ("2008-2012 DEA MOU") by and between the Detectives Endowment Association ("Union") and the City of New York ("City")

**WITNESSETH**

**WHEREAS**, the undersigned parties desire to enter into a collective bargaining agreement, including this Memorandum of Understanding, for the period of April 1, 2008 through March 31, 2012, modifying the collective bargaining agreement between the City and the Union that expires on March 31, 2008 to cover employees represented by the Union ("Employees").

**WHEREAS**, the undersigned parties intend this 2008-2012 DEA MOU to cover all economic matters including wages, duty schedules, and work rule modifications, and to incorporate the terms of this 2008-2012 DEA MOU into an Agreement covering the period of April 1, 2008 through March 31, 2012.

**NOW, THEREFORE**, it is jointly agreed as follows,

**1. Term**

The term of the Agreement shall be from April 1, 2008 through March 31, 2012.

**2. Continuation of Terms**

The terms of the predecessor collective bargaining agreement shall continue, except as modified pursuant to this 2008-2012 DEA MOU and attached side letters.

**3. Wages**

- a. Effective April 1, 2008, incumbent Employees shall receive a general wage increase of four percent (4%).
- b. Effective April 1, 2009, incumbent Employees shall receive a general wage increase of four percent (4%).
- c. Effective April 1, 2010, incumbent Employees shall receive a general wage increase of four percent (4%).

- d. Effective April 1, 2011, incumbent Employees shall receive a general wage increase of four percent (4%).
- e. The increases provided for in Section 3 shall be calculated as follows:
  - i. The general increase in Section 3 (a) shall be based upon the base rates (including salary or increment salary schedules) in effect on March 31, 2008
  - ii. The general increase in Section 3 (b) shall be based upon the base rates (including salary or increment salary schedules) in effect on March 31, 2009.
  - iii. The general increase in Section 3 (c) shall be based upon the base rates (including salary or increment salary schedules) in effect on March 31, 2010.
  - iv. The general increase in Section 3 (d) shall be based upon the base rates (including salary or increment salary schedules) in effect on March 31, 2011.

#### **4. New Promotee Schedule**

3rd Grade Detectives designated on or after March 31, 2006:

	4/1/08	4/1/09	5/1/09	4/1/10	4/1/11
Year 1	66,794	69,466	69,466	72,245	75,135
Year 2	66,989	69,666	69,666	72,453	75,351
Year 3	67,181	69,868	69,868	72,663	75,570
Year 4	67,401	70,097	70,097	72,901	75,817
Year 5	67,623	70,328	70,328	73,141	76,067
Year 6	67,843	70,557	78,133	81,258	84,508
Year 7	75,128	78,133	---	---	---

#### **5. Additional Compensation Funds**

- a. Effective May 1, 2009, all active employees shall receive an annuity contribution equal to \$1,305 per year.
- b. Effective May 1, 2009, the retiree welfare fund shall increase by \$100 per annum.
- c. Effective May 1, 2009, the step below basic maximum shall be eliminated for 3<sup>rd</sup> Grade Detectives promoted on or after March 31, 2006.
- d. Effective November 1, 2008, the 15 and 20 year longevity payments shall increase by \$1,000 per annum.
- e. Effective May 1, 2011, there shall be a \$4,515 one time lump sum payment to the annuity fund.

- f. Effective April 1, 2010, the 15 and 20 year longevity payments shall increase by \$1,500 per annum.
- g. Effective May 1, 2011, there shall be a \$50 per annum per employee increase to the Civil Legal Representation Fund.
- h. Effective May 1, 2011, the active welfare fund shall increase by \$100 per annum.

#### **6. Pending Litigation**

The Union agrees to withdraw or discontinue, with prejudice, the following case(s) and/or action(s):

- A-11035-05 (Rescheduling/Narcotics) – The DEA agrees further to waive all potential back liability.

#### **7. Savings Clause**

In the event that any provision of this 2008-2012 DEA MOU is found to be invalid by a court of law, administrative body, or other tribunal having jurisdiction, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 2008-2012 DEA MOU. The parties shall meet to endeavor to renegotiate any such invalid provision so that the invalidity is overcome.

#### **8. Ratification**

The terms of this 2008-2012 DEA MOU are subject to agreement by the City and ratification by the Union.

**WHEREFORE**, we have hereunto set our hands and seals this 27<sup>th</sup> day of September, 2007.

FOR THE CITY OF NEW YORK

BY: James F. Hanley  
James F. Hanley  
Commissioner of Labor Relations

FOR THE DETECTIVES ENDOWMENT  
ASSOCIATION

BY: Michael J. Palladino  
Michael Palladino  
President



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
<http://nyc.gov/olr>

**JAMES F. HANLEY**

*Commissioner*

**PAMELA S. SILVERBLATT**

*First Deputy Commissioner*

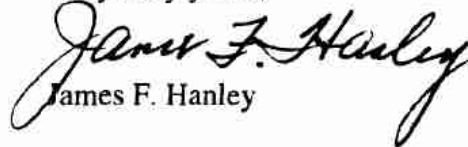
Detective Michael J. Palladino  
President  
Detectives Endowment Association, Inc.  
26 Thomas Street  
New York, NY 10007

Dear Detective Palladino:

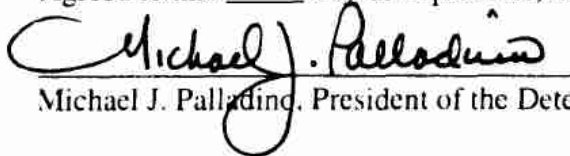
This will confirm our mutual understanding that detectives assigned to the Narcotics Division will receive overtime payment if they are rescheduled to work a tour that intrudes upon their swing period. Any overtime payment will be limited to the portion of the tour that is worked after midnight on their last scheduled day of the week. The City and the DEA acknowledge further that the New York City Police Department is not obligated to provide overtime payment to detectives who are assigned to steady tours that intrude upon the swing period.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

  
James F. Hanley

Agreed to this 27<sup>th</sup> day of September, 2007 by DEA:



Michael J. Palladino, President of the Detectives Endowment Association



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
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**JAMES F. HANLEY**

*Commissioner*

**PAMELA S. SILVERBLATT**

*First Deputy Commissioner*

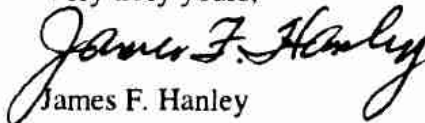
Detective Michael J. Palladino  
President  
Detectives Endowment Association, Inc.  
26 Thomas Street  
New York, NY 10007

Dear Detective Palladino:


This will confirm our mutual understanding that a labor-management committee be established which shall include representatives from the Police Department; the DEA and the Mayor's Office of Labor Relations to address compensatory time / overtime issues.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

  
James F. Hanley

Agreed to this 27<sup>th</sup> day of September, 2007 by DEA:

  
Michael J. Palladino

Michael J. Palladino, President of the Detectives Endowment Association