

MEMORANDUM OF AGREEMENT made and entered into this 25th day of July, 2024, by and between the negotiating committees for the Village of Croton-on-Hudson ("the Village") and the Croton Police Association ("the Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on May 31, 2024; and,

WHEREAS, the parties have arrived at a tentative agreement covering the period June 1, 2024 – May 31, 2029;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Memorandum are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum for ratification.
3. A copy of this document has been furnished to representatives of the Village and the Association.
4. All proposals not covered herein made by either party during the course of negotiations shall be deemed withdrawn.
5. The provisions of the prior Agreement shall be carried forward except as modified below.
6. Unless otherwise noted, all changes shall be effective retroactive to June 1, 2024.
7. Article 4- Wages – Replace the existing salary schedule with one that it generated by applying the following base salary increases in each year of the new Contract:

June 1, 2024: 2.50% on base salary
June 1, 2025: 2.50% on base salary
June 1, 2026: 3.00% on base salary
June 1, 2027: 3.00% on base salary
June 1, 2028: 3.00% on base salary

To be eligible for any retroactive increases, a unit member must be on the active payroll on June 1, 2024 and the date which this Memorandum of Agreement is ratified by the Village Board of Trustees.

8. Page 2, Article 4 – Night Differential – Replace the night differential rates with \$552 for Patrol Officers and \$638 for Sergeants.

9. Page 3, Article 5 – Pension – replace the existing provision with the following:

The Village will provide a pension plan for eligible unit members pursuant to Section 384-d and 302(9)(d) of the New York Retirement & Social Security Law. Unit members shall be placed in the appropriate plan and tier of the New York State Police & Fire Retirement System (NYSPFRS) and shall contribute towards their pension as required by law.

10. Page 3, Article 6 – Longevity – replace the existing provision with the following:

Effective June 1, 2024, longevity increments shall be payable as follows:

\$1,400 after the completion of 5 years of service to the Village
\$1,600 after the completion of 10 years of service to the Village
\$1,800 after the completion of 15 years of service to the Village
\$2,200 after the completion of 20 years of service to the Village
\$2,800 after the completion of 25 years of service to the Village

The Longevity payments set forth above shall be paid in a lump sum on the unit member's anniversary date. These payments shall not be cumulative.

11. Page 3, Article 7 – Overtime – add a new paragraph to the end of the existing provision that provides as follows:

Unit members shall not be eligible to work overtime if they called out sick for any tour within the preceding 24-hour period. Notwithstanding the above, the Chief of Police shall be empowered to waive this provision at his sole, non-grievable discretion, if deemed necessary.

12. Pages 3-4, Article 8 (A) – Health Insurance

- a. Replace the second and third paragraphs of the retiree health insurance premium contribution section with the following:

Employees hired on or after June 1, 2014, through May 31, 2019, shall contribute 12% of the applicable premium into retirement.
Employees hired on or after June 1, 2019, through May 31, 2024, shall contribute 17% of the applicable premium into retirement.

Employees hired on or after June 1, 2024, shall contribute 20% of the applicable premium into retirement.

- b. Add a new paragraph as follows:

It is understood that the Village will pay 100% of the premiums for the surviving dependents of any unit member who is killed in the line of duty. Subject to the rules and regulations of the NYSHIP Empire Plan, such coverage for the surviving spouse shall continue in perpetuity unless he or she remarries, and such coverage for surviving children shall cease upon reaching the age of 26.

- c. Delete the seventh paragraph that begins, "In the event...."

- d. Add the following to the end of the ninth paragraph:

Notwithstanding the above, it is understood that, subject to the rules and regulations of the NYSHIP Empire Plan, effective June 1, 2024, the Village will provide health insurance coverage to surviving dependents of retired unit members who retire after June 1, 2024, with the survivor(s) paying the same percentage premium contribution that the employee/retiree paid. Subject to the rules and regulations of the NYSHIP Empire Plan, such coverage for the surviving spouse shall continue in perpetuity unless he or she remarries, and such coverage for surviving children shall cease upon reaching the age of 26.

13. Page 4, Article 8(B) – replace Section B with the following:

Dental Insurance: The Village shall continue to provide the dental plan which has been in effect for all actively employed unit members and their dependents at no cost. Upon retirement, unit members and their eligible dependents shall be eligible to continue coverage by paying 50% of the applicable premium.

14. Page 4, Article 8 – Add new subsection C as follows:

Vision Insurance: Within 60 calendar days of ratification of this Agreement by the Village Board of Trustees, the Village shall provide a vision plan for all actively employed unit members and their dependents at no cost. Upon retirement, unit members and their eligible dependents shall be eligible to continue coverage by paying 50% of the applicable premium.

15. Page 5, Article 9 – Sick Leave – Add a new provision as Section "F" that provides as follows:

At the discretion of the Chief of Police, a unit member who is absent by reason of illness or injury may be directed to remain at home during their regularly scheduled work hours, except for scheduled medical appointments with a health care professional and/or

religious observance. Prior notice to their immediate supervisor via either email or phone must be provided to leave home for such purposes.

16. Page 5, Article 9 – Family Illness Leave – add a new provision that permits unit members to utilize up to five (5) accrued sick days per contract year as family illness days to care for an immediate family member who is ill.
17. Page 5, Article 9(D) – Attendance Incentive – Amend Section D by eliminating payments for absences of 2 or more days and the \$200 bonus related to not using any sick days (including family illness days) within a 12-month period. Increase the incentive payment for zero days absence to \$850 per six months and the incentive payment for one (1) day's absence to \$600 per six months.
18. Page 7, Article 11 – Bereavement Leave – Replace the existing provision with the following:

Funeral leave with pay shall be granted for a death in the immediate family for a period of up to four (4) calendar days per occurrence. Immediate family is hereby defined to mean parents, spouse, children, step-children, siblings, step-siblings, father-in-law, mother-in-law, grandparents or other family member living in the household. In the event of the death of another relative, up to two (2) days of funeral leave with pay shall be granted, provided the employee attends the funeral for the deceased. At its discretion, upon a unit member's return to work, the Village may require the unit member to provide the Village with proof of death and the relationship between the unit member and the decedent.
19. Page 7, Article 12 – Vacations
 - a. Amend by clarifying that unit members must take 40 hours (one week) of vacation in a "block week".
 - b. Change "After year 25+" to "After year 20 +" for 240 Hours earned.
20. Page 8, Article 12 – Vacations -- Delete the second full sentence ("The accrual shall be based upon...pension system.") of the second to last paragraph.
21. Page 9, Article 14 – Uniforms
 - a. Section A - Increase uniform allowance by \$300 in year 1, \$100 in year 3 and \$100 in year 5. Include language to reflect that allowance will be paid directly to employee. The initial allowance for new employees shall be raised to \$5,000.
 - b. Section B - Dry cleaning allowance to remain \$800. Change language to reflect that allowance will be paid directly to employee.



Village Manager 7/25/24
For the Village (Date)

P.O. Nicholas DiTomaso ^{PLC} 7/22/24
For the Union (Date)