

**Memorandum of Agreement
Between the State of New York
and
the New York State Police Investigators Association**

The State of New York ("State") and the New York State Police Investigators Association ("NYSPIA") are parties to a Collective Bargaining Agreement with a stated term of April 1, 1999 through March 31, 2003, as modified by an Interest Arbitration Summary of Award (IA 2004-002) for the period April 1, 2003 through March 31, 2005; an Interest Arbitration Summary of Award (IA 2004-30) and an Addendum to the Interest Arbitration Summary of Award for the period April 1, 2005 through March 31, 2007; an Interest Arbitration Award (IA 2004-02/IA 2004-30) for the period April 1, 2003 through March 31, 2007; a Memorandum of Agreement, with a stated term of April 1, 2007 through March 31, 2011; and a Memorandum of Agreement, with a stated term of April 1, 2011 through March 31, 2018 (collectively "Collective Bargaining Agreement"). Subject to approval by the NYSPIA Board of Directors and ratification by the Members of NYSPIA, the parties hereby agree to modify the Collective Bargaining Agreement as follows:

1. The term of the Agreement shall be from April 1, 2018 through March 31, 2023.
2. Compensation
 - A. Base salary shall be increased effective April 1, 2018 by 2%
 - B. Base salary, maintenance allowance and holiday pay shall be increased as follows:
 - a. Effective April 1, 2019 2%
 - b. Effective April 1, 2020 2%
 - c. Effective April 1, 2021 2%
 - d. Effective April 1, 2022 2%

The above increases shall be fully retroactive to April 1, 2018 for all calculation purposes including overtime and retirement/pension purposes.

3. Lump sum payment - 2016-17 and 2017-18.
 - a. Each member of this unit shall be paid a lump sum payment in the amount of a .5% increase on the member's Base Salary, Maintenance Allowance and Holiday Pay for the period April 7, 2016 through April 5, 2017.
 - b. Each bargaining unit member shall be paid a lump sum payment in the amount of a .5% increase on the member's Base Salary, Maintenance Allowance and Holiday Pay for the period April 6, 2017 through April 4, 2018 (inclusive of the .5% increase for the period April 7, 2016 through April 5, 2017).
 - c. Overtime already worked and paid during the periods in paragraphs a and b shall also be adjusted consistent with the provisions of paragraphs a and b.
 - d. Individuals who were not on the payroll as NYSPIA bargaining unit members for this entire period shall receive a pro-rata lump sum payment and overtime adjustment for

the period of time such individual member was on the payroll as a NYSPIA bargaining unit member during the time period April 7, 2016 through April 4, 2018.

- e. Such additional compensation paid pursuant to the provisions of this paragraph shall be in addition to, and shall not be a part of, the member's annual base salary, and shall not affect or impair any rights or benefits to which a member may be entitled; provided, however, that such additional compensation shall be included as compensation for retirement/pension purposes.
4. The health insurance changes reflected in **Exhibit "A"** which is annexed hereto, made a part hereof and incorporated herein by reference shall be implemented effective January 1, 2020.
5. All Contract Funding/Joint Contractual Committees/Programs, Professional Development and JCHB shall be increased as follows:
 - a. Effective April 1, 2018: 2%
 - b. Effective April 1, 2019: 2%
 - c. Effective April 1, 2020: 2%
 - d. Effective April 1, 2021: 2%
 - e. Effective April 1, 2022: 2%
6. The State's contribution to the NYSPIA Employee Benefit Fund shall be increased as follows:
 - a. Current rate of \$52.52 per member used to calculate the amount to be deposited by the State into the Fund shall be continued and increase by 2% effective April 1, 2018, 2% effective April 1, 2019, 2% effective April 1, 2020, 2% effective April 1, 2021 and 2% effective April 1, 2022.
 - b. The transferred lump sum employee benefit fund monies (currently \$453,486) shall be increased by 2% effective April 1, 2020, 2% effective April 1, 2021 and 2% effective April 1, 2022.
7. Effective April 1, 2020, all bargaining unit members with eight (8) or more years of service with the New York State Police shall be paid Seniority Pay in the amount of \$1,200 annually.

Effective April 1, 2021, all bargaining unit members with eight (8) or more years of service with the New York State Police shall be paid Seniority Pay in the amount of \$1,519 annually.

This Seniority Pay shall be paid bi-weekly and count for all calculation purposes including overtime and retirement/pension purposes.
8. Expanded Duty Pay and Expertise Pay shall be increased as follows:
 - a. Expanded Duty Pay
 - i. Effective April 1, 2020 2%
 - ii. Effective April 1, 2021 2%
 - iii. Effective April 1, 2022 2%
 - b. Expertise Pay
 - i. Effective April 1, 2019 - Increase by \$1,284
 - ii. Effective April 1, 2020 - Increase by \$500

- iii. Effective April 1, 2021 - Increase by \$250
- iv. Effective April 1, 2022 - Increase by \$250

The above increases in Expertise Pay shall be fully retroactive to April 1, 2019 for all calculation purposes including overtime and retirement/pension purposes.

9. Effective April 1, 2020, the base pay of an Investigator with six (6) or more years of service in the BCI shall be increased in the following manner:

| | |
|-------------------------------------|---------------------|
| Upstate: | increase by \$1,033 |
| Orange/Putnam/Dutchess: | increase by \$1,032 |
| New York City/Rockland/Westchester: | increase by \$1,035 |
| Nassau/Suffolk: | increase by \$1,034 |

10. Effective April 1, 2020, the base pay of a Senior Investigator with six (6) or more years of service in the BCI shall be increased in the following manner:

| | |
|-------------------------------------|---------------------|
| Upstate: | increase by \$1,032 |
| Orange/Putnam/Dutchess: | increase by \$1,033 |
| New York City/Rockland/Westchester: | increase by \$1,031 |
| Nassau/Suffolk: | increase by \$1,031 |

11. The base pay of Members appointed to Investigator after October 1, 2019 shall be as follows:

October 1, 2019-March 31, 2020

| | |
|-----------------------------|-----------|
| Years of Service in the BCI | |
| 0-1 | \$100,000 |

April 1, 2020-March 31, 2021

| | |
|-----------------------------|-----------|
| Years of Service in the BCI | |
| 0-1 | \$102,000 |
| 1-2 | \$105,000 |

April 1, 2021-March 31, 2022

| | |
|-----------------------------|-----------|
| Years of Service in the BCI | |
| 0-1 | \$104,040 |
| 1-2 | \$107,100 |

April 1, 2022-March 31, 2023

| | |
|-----------------------------|-----------|
| Years of Service in the BCI | |
| 0-1 | \$106,121 |
| 1-2 | \$109,242 |

After two years of service in the BCI, a Member's base pay shall be equal to that of an Investigator with the same years of service in the BCI for his/her geographic location and who was appointed to Investigator prior to October 1, 2019.

12. Location Pay (Supplemental)

- a. Effective April 1, 2020 increase by 2% and effective April 1, 2021 increase by 2%.
- b. Effective April 1, 2022, change from current structure to two categories:
 - I. Orange, Putnam and Dutchess
 - II. NYC, Rockland, Westchester, Nassau and Suffolk with NYC, Rockland, and Westchester Location Pay (Supplemental) being increased to the Location Pay (Supplemental) of Nassau and Suffolk.

13. Location Pay (Regular) –

- a. Effective April 1, 2019, increase by \$150
- b. Effective April 1, 2020 increase by 2%
- c. Effective April 1, 2021 increase by 2%.
- d. Effective April 1, 2022, add Orange, Putnam and Dutchess Counties to those geographic areas entitled to Location Pay (regular).

This increase in Location Pay (Regular) shall be fully retroactive to April 1, 2019 for all calculation purposes including overtime and retirement/pension purposes.

14. A new paragraph shall be added to Article 12.17 as follows:

When a bargaining unit member works flex hours on a pass day, the pass day will be returned to the bargaining unit member within 90 days, and only actual hours worked will be counted as flex hours. However, when a bargaining unit member works a combination of flex and overtime hours on a pass day, the pass day will not be returned to the bargaining unit member if he/she works 6 hours or more of overtime on that day. When a bargaining unit member works flex hours on a pass day and fewer than 6 hours of overtime on that day, that day shall not count as a pass day for purposes of the guaranteed minimum of 116 days off set forth in paragraph 12.10 above. Upon return of the pass day to the bargaining unit member as set forth above, the rescheduled pass day shall count as a pass day for purposes of the guaranteed minimum of 116 days off set forth in paragraph 12.10 above but those hours will be credited as hours of work within the 28-day work schedule in which the pass day is rescheduled.

15. Article 12.8 shall be amended to read as follows:

Time during which a Member is excused from work because of vacation, holidays, the additional pass day each 28 day work schedule (commonly referred to as additional pass days in lieu of holidays and/or 3 day pass), personal leave, sick leave at full pay, military leave at full pay, or other leave at full pay shall be considered time worked for the purpose of computing overtime.

16. The parties agree to implement a BCI Back Room Mentoring Program in accordance with the terms set forth in **Exhibit "B"** which is annexed hereto, made a part hereof and incorporated herein by reference. The parties agree to establish a Labor/Management Committee to discuss potential changes to the BCI Back Room Mentoring Program after implementation.

17. Modify Article 7.5 NYSPIA Leave by replacing "the cost of fringe benefits at the percentage of salary or wages as determined by the Comptroller" with "the actual amount of the member's health insurance premium less any premium contribution directly paid by the member, the actual amount of the employer portion of the social security tax on the member's salary and wages, the actual employee benefit payment made to NYSPIA by the State and attributable to the member, the actual amount of the member's dental insurance premium less any premium contribution directly paid by the member, the actual amount of any unemployment insurance attributable to the member, the actual amount of the member's vision insurance premium less any premium contribution paid directly by the member."

18. Modify Article 19.2 as follows:

Involuntary Transfers

The best interests of the Division may necessitate the involuntary transfer of a member based on a legitimate operational need, including but not limited to, the need for increased supervision of a member. Absent such legitimate operational need, involuntary transfers shall be made as follows:

1. Inter-troop transfers: The least senior member among those eligible for transfer within the Troop or Detail from which the transfer is to be made shall be transferred.
2. Intra-troop transfers: Where the involuntary transfer does not involve the resolution of a disciplinary matter, the least senior member eligible for transfer shall be transferred.

19. Article 19 shall be amended as follows:

19.2 Transfers to Special Investigations Unit/~~Community Narcotics~~ ~~Enforcement Team~~

Vacancies in the Special Investigations Unit ("SIU") and the ~~Community Narcotics Enforcement Team ("CNET")~~ shall be filled in accordance with the New York State Police Non-Competitive Interview Panel Process Guidelines.

- The Division shall advertise for open positions in the SIU and ~~CNET~~. Such postings shall include relevant details about the location and other working conditions associated with such opening(s). This posting will also inform Members of the necessary requirements to apply which shall include a memorandum of interest and a copy of an individual's resume, and any requested material;
- Such posting shall be advertised and made known for a period of time not less than thirty (30) days prior to filling the vacancy(ies) permit interested unit members to apply for the open position(s);
- Once the posting period ends, the Division shall make selections for interviews among applicants for the position and inform those individuals who have been selected for an interview of their selection. Except as expressly provide herein to the contrary, the interview and selection process shall follow the protocol established in the New York State Police Non-Competitive Interview Panel Process Guidelines;

- Conduct an interview of all selected candidates by a panel of Members selected by the Detail Commander, or his/her designee, to ensure consistency in the interview process and fair considerations of selected interviewees;
- The Detail Commander shall forward the recommendation through channels to Division Headquarters. The successful and unsuccessful candidate(s) will be informed of the selection;
- Selection of Members to be interviewed and to fill the vacant position(s) shall be made in the best interest of Division, including consideration of special qualifications, and where those factors are equal, then seniority shall be the basis for selecting interviewees and filling the vacant positions;
- SIU Involuntary Transfers: For involuntary transfer purposes, each of the three (3) Zones and SIU shall be treated as separate Troops. Where such involuntary transfer is not made for special or extenuating reasons, Division shall transfer the least senior Member among those qualified from within the SIU Zone that the subject SIU Office is located. However, a Member who is assigned to SIU will only be involuntarily transferred to an SIU Office that is more than thirty-five (35) miles from his/her assigned Station upon prior approval from Field Command and only if there is an operational need to transfer the Member to a location more than thirty-five (35) miles from his/her SIU Office.
- ~~CNET Involuntary Transfers: For involuntary transfer purposes, each of the five (5) Regions of CNET shall be treated as separate Troops. Where such involuntary transfer is not made for special or extenuating reasons, Division shall transfer the least senior Member amount those qualified from within the CNET Region that the subject CNET Office is located. However, a Member who is assigned to CNET will only be involuntarily transferred to a CNET Office that is more than thirty-five (35) miles from his/her assigned Station upon prior approval from Field Command and only if there is an operational need to transfer the Member to a location more than thirty-five (35) miles from his/her CNET Office.~~
- The parties may meet in labor-management to discuss and agree upon any changes to this article. Any agreement to change the provisions of this article shall be reduced to writing and signed by a representative of the Division, NYSPIA and GOER. Such an agreement shall be subject to approval by the NYSPIA Board of Directors.

The current Article 19.2 and subsequent Article 19 provisions shall be renumbered accordingly.

20. The Third Sentence of Article 18.1 shall be amended to read as follows:

When more than one appointment is made in any rank on any one day, seniority will be by the member's date of entry, and if that is the same then by numerical order on the graduating class seniority list.

21. All side letters and Memoranda of Agreement between the State, Division of Station Police and NYSPIA shall be continued and become a part of the Collective Bargaining Agreement.
22. Amend the Hair testing protocol as follows: A hair testing sample shall be collected by a trained medical professional licensed by the State of New York.
23. A Trooper who was trained as a Drug Recognition Expert (DRE), upon their appointment to Investigator, may retain their certification and be utilized for evaluations.
24. Amend Article 14 as follows:
 - a. Per Diem Meal and Lodging Expenses
 1. The State agrees to reimburse, on a per diem basis as established by Rules and Regulations of the Comptroller (the Rules), as interpreted by the Comptroller's Travel Manual, employees who are eligible for travel expenses, for their expenses incurred while in travel status in the performance of their official duties.
 - b. Mileage Allowance
 1. The personal vehicle mileage reimbursement rate for employees in this unit shall be consistent with the maximum mileage allowance permitted by the Internal Revenue Service. Such payments shall be made in accordance with the Rules and Regulations of the Comptroller as interpreted by the Comptroller's Travel Manual.
 - c. The State will provide the union with notice of changes to the Comptroller's Rules, Regulations, Travel Manual, per diem rates or mileage rates
25. All employees promoted to Investigator after ratification of this Agreement shall receive salary payments through electronic funds transfer.
26. NYS Paid Family Leave benefit shall apply to employees. The parties shall work together in labor-management to establish the start date of the program as soon as practicable following ratification.
27. Add a new Article 15.6L as follows:

All grievance appeals and grievance decisions shall be served by electronic mail. The parties shall designate and inform each other of the electronic mailbox(es) that each other shall use to implement this provision.
28. Amend Article 13.4A to increase Bereavement leave to a maximum of 200 hours in any calendar year.


29. Article 14.4, Moving Insurance shall be deleted and replaced with the following:

Relocation Expenses. Employees in this unit who qualify for reimbursement for travel and moving expenses upon transfer, reassignment or promotion (under Section 202 of the State Finance Law and the regulations thereunder) shall be entitled to payment at the rates provided in the Rules of the Director of Budget 9 NYCRR Part 155.

30. As was discussed in negotiations for the 2018-2023 agreement, upon execution and ratification of the Agreement, NYSPIA has the right to reopen negotiations, during the term of the agreement, with respect to the sole issue of a general salary increase for fiscal year 2018-2019, 2019-2020, 2020-2021, 2021-2022 and/or 2022-2023 if any other state bargaining unit agrees to and ratifies a general salary increase exceeding 2.0% in any of these fiscal years. This right is conditioned on taking into account the overall value of compensation increases for NYSPIA members during the term of the Agreement and the value of any concessions obtained by the State contained in the collective bargaining agreement used as justification by NYSPIA to demand reopening.


31. Except as modified herein and as may be agreed to by the State and the NYSPIA Board of Directors in the drafting of a comprehensive and updated document constituting the Collective Bargaining Agreement, all language and terms of the Collective Bargaining Agreement shall continue unchanged and are incorporated herein by reference.

32. This Memorandum of Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original and together shall constitute one and the same agreement.

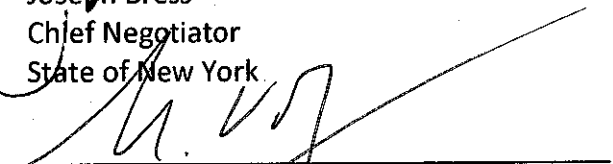


Christopher M. Quick
President
New York State Police Investigators
Association


Date: June 13, 2019



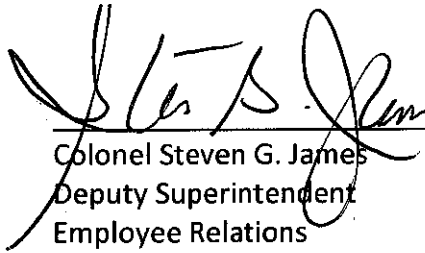
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Date: 06/12/19