

2020-2026 Memorandum of Agreement
United Probation Officers Association (“UPOA”) and the City of New York (“City”)

1. Term: 5 years 6 months and 16 days

11/28/2020 – 6/12/2026

2. a. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
i. May 28, 2021	3.00%
ii. April 2, 2022	3.00% compounded
iii. November 28, 2022	3.00% compounded
iv. November 28, 2023	3.00% compounded
v. November 28, 2024	3.25% compounded

b. The parties agree that any employees who separated, or who separates, from service prior to November 28, 2024 for any reason, other than retirement, shall not be entitled to any retroactive payments pursuant to this MOA.

3. Ratification Bonus

a. A lump sum cash payment in the below amounts, pro-rated for other than full time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are in active payroll status and in a title covered by this Agreement, as of the date of ratification. Active payroll status is defined as being in active payroll status (“B Status”), military leave with pay (“K status”), or on paid family leave. The lump sum cash payment shall be pensionable, consistent with applicable law.

All full time per annum and full time per diem employees who were in active status on the date of the ratification are entitled to receive the below lump sum cash payment. Employees who were terminated for cause, resigned, retired, or otherwise separated from service prior to the date of ratification of this Agreement shall not be eligible for the lump sum cash payment.

In no event shall any employee receive greater than the below amounts in bonus payments pursuant to this section.

Probation Officers	\$4,355
Supervising Probation Officers	\$5,080
Probation Officer Trainees & Assistants	\$3,600

4. Conditions of Payment

- i. The Lump sum cash payment pursuant to Section 3 of this 2020-2026 MOA shall be payable as soon as practicable upon ratification of this 2020-2026 MOA.
- ii. The general wage increases pursuant to Section 2 a. (i), (ii), (iii) and (iv) of this MOA shall be payable as soon as practicable upon the ratification of the 2020-2026 MOA.
- iii. The general wage increases pursuant to Section 2 a. (v) of this 2020-2026 MOA shall be payable as soon as practical after the effective date of such increases of the 2020-2026 MOA.

5. Step Pay Plan

Effective November 28, 2024, the parties agree that the existing new hire, incumbent minimum and maximum salary ranges for Probation Officers and Supervising Probation Officers shall be eliminated and replaced with the below step pay plans.

a. **Probation Officers Hired before 8/1/04**

Flat Rate	\$84,000
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b. **Probation Officers Hired after 8/1/04:**

Step 11+	\$81,000
Step 10	\$72,500
Step 9	\$70,046
Step 8	\$68,896
Step 7	\$67,746
Step 6	\$66,596
Step 5	\$65,486
Step 4	\$64,386
Step 3	\$63,386
Step 2	\$62,386
Step 1	\$61,386

c. **Supervising Probation Officer**

Step 11+	\$95,100
Step 10	\$94,500

Step 9	\$93,700
Step 8	\$92,700
Step 7	\$91,700
Step 6	\$90,700
Step 5	\$89,700
Step 4	\$88,700
Step 3	\$87,700
Step 2	\$87,200
Step 1	\$86,500

- d. Incumbent employees will be slotted into the new Step Pay Plan on 11/28/2024 based on their title years of service and will move up the schedule yearly every November 28th thereafter. Employees newly hired or promoted after November 28, 2024, will start at Step 1 and will move up the schedule yearly based on their title years of service.
- e. Any incumbent slotted into the above schedule whose total earnings (inclusive of their existing salary increment, service increment, longevity increment, longevity differential and gainsharing payment) is greater than the above applicable rates after receiving all of the general wage increases contained in Section 2 a. (i) through (v) shall be red-circled and kept whole for salary purposes.
- f. *Examples:*
- i. An incumbent Probation Officer with an agency hire date and title entry date of 6/10/19 and whose total earnings will be \$64,642 after all the general wage increases in Section 2a i.-v are applied, will be placed at Step 6 and increased to \$66,596. They will then progress up the Step Plan every November 28th thereafter until they reach the top Step.
 - ii. An incumbent Probation Officer with an agency hire date and title entry date of 9/9/01 and whose total earnings will be \$88,404 after all the general wage increases in Section 2a i-v are applied, will continue to make \$88,404 and will **not** be lowered to \$84,000.
 - iii. An incumbent Supervising Probation Officer with an agency hire date of 9/10/18 and title entry date of 1/7/19 and whose total earnings will be \$85,534 after all general wages in Section 2a i.-v are applied, will be placed at Step 6 and increased to \$90,700. They will then progress up the Step Plan every November 28th thereafter until they reach the top Step.
 - iv. An incumbent Supervising Probation Officer with an agency hire date of 9/10/18 and title entry date of 1/7/19 and whose total earnings will be \$93,000 after all general wages in Section 2a i.-v are applied, will be placed at Step 6 but kept whole and continue to earn \$93,000. They will then progress up

the Step Plan every November 28th thereafter but will not receive a salary increase until they reach Step 9 when they will be increased to \$93,700.

6. Probation Assistants and Trainees

The salary rates for Probation Officers Assistants and Trainees are set forth below:

Probation Assistant

	<u>Expired</u>	<u>5/28/2021</u>	<u>4/2/2022</u>	<u>11/28/2022</u>	<u>11/28/2023</u>	<u>11/28/2024</u>
Hiring Rate	\$32,260	\$33,228	\$34,225	\$35,252	\$36,310	\$37,490
Incumbent	\$32,260	\$33,228	\$34,225	\$35,252	\$36,310	\$37,490
Max	\$39,028	\$40,199	\$41,405	\$42,647	\$43,926	\$45,354

Probation Officer Trainee

	<u>Expired</u>	<u>5/28/2021</u>	<u>4/2/2022</u>	<u>11/28/2022</u>	<u>11/28/2023</u>	<u>11/28/2024</u>
Hiring Rate	\$40,963	\$42,192	\$43,458	\$44,762	\$46,104	\$47,603
Incumbent	\$47,108	\$48,521	\$49,977	\$51,476	\$53,020	\$54,743
Max	\$55,196	\$56,852	\$58,558	\$60,315	\$62,124	\$64,143

7. Salary Increments

Effective November 28, 2024, the salary increments contained in Article III Sections 7 (a), (b) and (c) of the parties existing collective bargaining agreement shall be eliminated. The parties acknowledge that the funding from the elimination was used to create the 11-year Step Pay plans set forth in Section 5.

8. Service Increment

Effective November 28, 2024, the service increments contained in Article III Sections 7 (d) of the parties existing collective bargaining agreement shall be eliminated. The parties acknowledge that the funding from the elimination was used to create the 11-year Step Pay plans set forth in Section 5.

9. Longevity Increment

Effective November 28, 2024, the longevity increment contained in Article III Sections 7 (e) of the parties existing collective bargaining agreement shall be eliminated. The parties

acknowledge that the funding from the elimination was used to create the 11-year Step Pay plans set forth in Section 5.

10. Longevity Differential

Effective November 28, 2024, the longevity differentials contained in Article III Sections 7 (f) of the parties existing collective bargaining agreement shall be eliminated. The parties acknowledge that the funding from the elimination was used to create the 11-year Step Pay plans set forth in Section 5.

11. Gainsharing Agreement

Effective November 28, 2024, the gainsharing agreement and payment contained in a side-letter to the parties existing collective bargaining agreement shall be eliminated. The parties acknowledge that the funding from the elimination was used to create the 11-year Step Pay plans set forth in Section 5.

12. Advancement Increases

Effective November 28, 2024, as a result of the creation of the 11-year Step Pay Plan in section 5 above, the Advancement Increase language in Article III section 6 of the parties collective bargaining agreement shall be eliminated.

13. Annual Leave

Effective November 28, 2024, the parties agree that the annual leave accrual schedule for all employees shall be reduced by two (2) days.

14. Retiree Welfare Fund

Effective November 28, 2024, the parties agree that the annual retiree welfare fund contribution of \$1,698 per annum shall be reduced by \$60 per year, for a new annual contribution amount of \$1,638 per annum.

15. Annuity

Effective November 28, 2024, the parties agree that newly hired employees shall not receive an annuity payment for the first five (5) years of service.

16. Uniform Maintenance Allowance

Effective November 28, 2024, the existing \$250 annual uniform maintenance allowance shall be increased by \$50, for a new total annual uniform maintenance allowance contribution of \$300 per annum.

Additionally, effective November 28, 2024, each employee shall receive a \$500 one-time lump sum uniform maintenance allowance payment.

17. Work Flexibility

The Department of Probation and UPOA agree to meet to discuss the feasibility of a remote work pilot consistent with the terms of the District Council 37 Remote Work Pilot dated May 31, 2023. The parties further agree to discuss the feasibility of additional work flexibility measures to enhance the recruitment and retention of City employees and employee morale, including but not limited to compressed schedules and flexible scheduling.

18. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic demands during the term of the 2020-2026 MOA.

19. Continuation of Terms

The terms of the predecessor separate unit agreement shall be continued except as modified pursuant to the 2020-2026 MOA.

20. Payroll

Effective upon ratification of this MOA, all employees who receive paychecks via direct deposit shall be opted out of receiving paper paystubs. Employees may choose to opt-in via NYCAPS or other appropriate method.

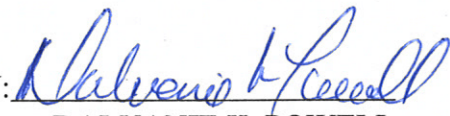
21. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK:

BY: 
RENEE CAMPION
Commissioner of Labor Relations

FOR UPOA:

BY: 
DALVANIE K. POWELL
President

August 15, 2024



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner
Nicole Andrade
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gestely
Director, Employee Benefits Program

August 15, 2024

Ms. Dalvanie Powell
President
United Probation Officers Association
2510 Westchester Avenue
Suite 207
Bronx, NY 10461

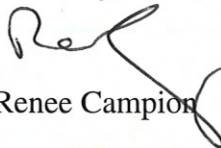
Dear Ms. Powell,

This letter confirms the mutual understanding of the parties that the general wage increases contained in Section 2 (a) i.-v. the 2020-2026 UPOA Memorandum of Agreement shall be applied to the title of Senior Probation Officer and the resulting annual salary rates are set forth below.

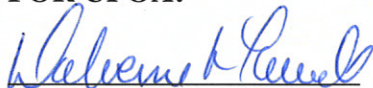
Senior Probation Officer

	<u>Expired</u>	<u>5/28/2021</u>	<u>4/2/2022</u>	<u>11/28/2022</u>	<u>11/28/2023</u>	<u>11/28/2024</u>
Hiring Rate	\$51,188	\$52,723	\$54,305	\$55,935	\$57,613	\$59,485
Incumbent	\$58,866	\$60,632	\$62,451	\$64,325	\$66,255	\$68,408
Max	\$83,390	\$85,892	\$88,469	\$91,123	\$93,857	\$96,907

Sincerely,


Renee Campion

FOR UPOA:



Dalvanie K. Powell
President