Report of the Board of Ethics

TO: Charles B. Strome III, City Manager

FROM: City of New Rochelle Board of Ethics.

DATE: November 29, 2021

RE: Investigation of Complaint of Robert Cox

On July 6, 2021, Robert Cox, publisher and managing editor of the Talk of the Sound blog, wrote to the Board to advise that a policymaking official, who is required to file a financial disclosure form, may have filed a deficient statement. Specifically he alleged "....Christine Dodge, Commissioner of Human Resources, signed the New Rochelle PBA contract in 2019 and was otherwise involved in its adoption by the New Rochelle City Council on September 17, 2019, during a time in which she was romantically involved with the sole counter-partyPBA President Detective Christopher Greco." Please see Exhibit A. Robert Cox' letter was forwarded to Commissioner Dodge for comment. Please see Exhibit B.

On August 4, 2021, the Commissioner responded to the Robert Cox letter by denying the allegations and adding a comment that it "is really unfortunate that New Rochelle's only female Commissioner has to answer such misplaced and inappropriate gender-based claims that seek to cloud her successful and impactful career and professional accomplishments." Please see Exhibit C.

On advice of counsel, we understand that pursuant to our advisory opinion authority set forth in City Code § 33-16 and § 33-9 (E) (granting all authority from GML Article 18) the Board has the authority to provide advisory opinions and conduct requisite investigations regarding alleged violations of the Code of Ethics, the prohibition of gifts, disclosure of interest in legislation and the prohibition of the use of one's office to obtain unwarranted benefits for others.

In investigating this matter, the Board concluded to consider only the statements of persons with firsthand knowledge of the issues to be investigated and documents about which there is no issue of authenticity. The Board committed itself not consider evidence of opinions, innuendo or hearsay in arriving at conclusions about the allegations. Based upon interviews with persons who

participated in contract negotiations, we discovered a consensus that this negotiation was completed in an unusually short period of time, with relatively few meetings and with little participation from the union other than Mr. Greco. Concerning the 2019 PBA contract, there were certain changes from the prior contract that appear to personally benefit the president of the PBA. Leave to attend union conventions was increased from 20 working days to 35 working days (seven weeks) and leave to attend other union functions was increased from 15 working days to 30 working days (six weeks). Please see Exhibit D, item #3. With these changes, the president of the PBA has up to 13 weeks of paid leave time to attend to union business. Otherwise, the contract was considered to be a fair agreement for both the union and the City.

Commissioner Dodge responded to a subpoena to appear before the Board and testified about contract negotiations and her relationship with PBA president Christopher Greco. Concerning her relationship, at page 32 she explained:

Q . Okay. So here is the question. You have a professional relationship, you had a professional relationship with Chris Greco until he retired, okay, based upon your job as being Commissioner of Human Resources and his position as being head of the union.

Page 33

Aside from that professional relationship, okay, did you have any other business or social relationships with him? For example, it is alleged that he owns a number of different businesses. Were you ever employed by any of his businesses?

- A. Absolutely not.
- Q . Anyone in your family ever been employed by any of his businesses?
 - A. No.
- Q . Had you ever had any other involvement with him outside of the professional relationship that you had as Commissioner, you know, as Commissioner of Human Resources and his role as being head of the union?
 - A. No.

- Q . Did you ever socialize with him other than the time you went to dinner with Chuck?
- A. We were at a happy hour. Again, Chuck was there. We were at a happy hour at Spectator. The police were there. He was there. I wasn't with him. I didn't go there with him. We were in the same place but I did not have any other relationship with him other than professional.

Please see Exhibit E.

During the course of our investigation, certain emails came to our attention that raise a question as to the accuracy of Ms. Dodge's denial of having anything but a purely professional relationship with Mr. Greco. First, we located an email in which Mr. Greco, in his capacity as PBA president, sent the Commissioner a draft of a letter of criticism to the Mayor concerning the union's objections to the Police Reform and Reinvention Collaborative Plan, with the request that she review the document for errors. Please see Exhibit F. Given the importance of this Plan to the management of the City, this request raises the question of whether Commissioner Dodge had a relationship with Mr. Greco that transcended the scope of her employment as Commissioner of Human Resources. It would appear to be unusual for a policymaking member of City management to be editing an opinion from a collective bargaining unit critical of City policy absent more than a professional relationship. Another instance where she appears to have had more than a purely professional relationship is a series of emails that begin with her announcement to all City employees informing them of the passing of "Jackie" Procopio and advising them that they could make a donation to Brian's Foundation of Hope, as per the wishes of the family, and that she would give Dominic Procopio a card from everyone. Please see Exhibit G, page CD00062. Subsequently, Christopher Greco asked her to send out a solicitation to City employees to contribute to Christopher's Voice Foundation, a charity founded by Mr. Greco and named after his son. Please see Exhibit G, CD000760. During the discussion of the use of her mailing list, Ms. Dodge noted that "I have a donation for Christopher's Voice from the collection I did in honor of Dominic." Please see Exhibit G, CD00071.

Aside from any issue of the propriety of moving money from one charity to another, this collaboration strongly suggests more than a passing professional relationship.

We reviewed another email, dated November 15, 2019, in which she transferred to her personal email account a string of confidential emails between Vince Toomey, Robert Gazzola and Ms. Dodge relating to the PBA contract negotiations. We did not observe her transferring emails from her City email address to her private email account in any other instance. Please see Exhibit H. We noted that the first email in the string deals with a provision for floating work days. A little over two months later, on January 27, 2020, Ms. Dodge received an email from Mr. Greco entitled "can you give me a call on cell" and requesting that: "[w]hen you are free—re this floating vacation day part of the contract." Please see Exhibit I.

Hence, communications between the Commissioner and Mr. Greco not made using the usual methods of business communication became of interest to the Board. Consequently, the Board subpoenaed and requested authorizations for the Commissioner's cell phone log and text messages relating to communications with Mr. Greco from the time Ms. Dodge became employed by the City and the time Mr. Greco retired. Ms. Dodge refused to comply and her attorney stated:

Unless you have anything to the contrary, her position remains the same that her personal cell phone and its data are not subject to disclosure or the Board's review.

The Board believes that compliance with the subpoena and request for authorizations would likely have assisted in resolving issues raised about the Commissioner's actual relationship with Chris Greco and the accuracy of her testimony before the Board.

Unfortunately, despite circumstances that raise issues concerning Ms. Dodge's veracity when she testified under oath and as to her professional conduct as Commissioner of Human Resources, we are unable to complete our task and reach any conclusion without Commissioner Dodge's cooperation.

Respectfully Submitted,

Charles C. PhippsDavid BlumenthalCharles C. Phipps, ChairpersonDavid Blumenthal

New Rochelle Board of Ethics City of New Rochelle Office of the City Clerk 515 North Avenue New Rochelle, NY 10801

Robert Cox Publisher Talk of the Sound 165 Huguenot Street - 6E New Rochelle, NY 10801

July 6, 2021

Dear Chairman Phipps,

In the course of my reporting on the City of New Rochelle, it has come to my attention that a City employee required to file a financial disclosure statement with the Board of Ethics may have filed a deficient statement.

Upon reason and belief, this person holds a policymaking position with the City of New Rochelle and the deficiency in filing their required financial disclosure statement has a material bearing on the discharge of the reporting person's official duties.

To wit, Christine Dodge, the Commissioner of Human Resources, signed the New Rochelle PBA contract in 2019 and was otherwise involved in its adoption by the New Rochelle City Council on September 17, 2019, during a time in which she was romantically involved with the sole counter-party to the New Rochelle PBA Contract, New Rochelle PBA President Detective Christopher Greco.

It is my understanding that Ms. Dodge failed to disclose the nature of this relationship to City Council.

The concern is that if, as alleged, she had an undisclosed conflict of interest she may have signed a major union contract not in the best interest of the City of New Rochelle.

Your attention to this matter is greatly appreciated.

Sincerel

Repert Cox

Publisher and Managing Editor

Talk of the Sound 914-325-4616

robertcox@talkofthesound.com



Peter A.Meisels, Partner 914.872.7156 (direct) Peter Meisels@wilsonelser.com

July 19 2021

Via Federal Express

Ms. Christine Dodge 107 Shonnard Place #1 Yonkers, NY 10703

Re: Notice of Violation on the Complaint of Robert Cox

Dear Ms. Dodge:

Our firm represents the New Rochelle Board of Ethics in reference to a complaint received from Robert Cox. A copy is enclosed. In his complaint, Mr. Cox alleges that you may have filed a deficient financial disclosure statement with the Board of Ethics. Pursuant to Article III of the City Code relating to the establishment of the Board of Ethics and requisite financial disclosure, the Board of Ethics may:

Section 33-11 A. (5).

Receive complaints alleging a violation of this article or a violation of the criteria for reporting requirements established by this article, any Code of Ethics of the City of New Rochelle, local law, ordinance or resolution regarding the filing of the completed statements with the Board of Ethics

The Code further provides:

Section 33-13 Notice of Violation

A. If a reporting person has filed a statement which reveals a possible violation of a duly adopted Code of Ethics of the City of New Rochelle, local law, ordinance or resolution or the Board of Ethics receives a sworn complaint alleging such a violation or if the Board

1133 Westchester Avenue | White Plains, NY 10604 | p 914.323.7000 | f 914.323.7001 | wilsonelser.com



of Ethics determines on its own initiative to investigate a possible violation, the Board of Ethics shall notify the reporting person in writing, describe the possible or alleged violation of such Code of Ethics, local law, ordinance or resolution or this article and provide the person with a fifteen-day period in which to submit a written response setting forth information relating to the activities cited as a possible or alleged violation of law. If the Board of Ethics thereafter makes a determination that further inquiry is justified, it shall give the reporting person an opportunity to be heard. The Board shall also inform the reporting individual of its rules regarding the conduct of adjudicatory proceedings and appeals and the due process procedural mechanisms available to such individual. If the Board determines at any stage of the proceeding that there is no violation or that any potential conflict of interest violation has been rectified, it shall so advise the reporting person and the complainant, if any. All of the foregoing proceedings shall be confidential.

B. If the Board determines that there is reasonable cause to believe that a violation has occurred, it shall send a notice of reasonable cause to the reporting person, to the complainant, if any, and to the City Council of the City of New Rochelle.

Please note that the Board has made no determination concerning Mr. Cox' complaint. You have 15 days from the receipt of this Notice to submit a written response setting forth information relating to the activities cited as a possible violation of law. Your written response should be marked CONFIDENTIAL and delivered to the New Rochelle Board of Ethics c/o the City Clerk, 515 North Avenue, New Rochelle, N.Y. 10801.

Very truly yours,

/s/ Peter A. Meisels

Peter A. Meisels Enclosure

cc: Charles Phipps,
Chairman (w/e)
David Blumenthal (w/e)
Michelle Oliveros,
City Clerk (w/e)



Katrine A. Beck kbeck@fullertonbeck.com Direct: (914) 305-8636

CONFIDENTIAL

August 4, 2021

Via Hand Delivery to City Clerk
Mr. Peter A. Meisels
Wilson Elser
1133 Westchester Avenue
White Plains, New York 10604

Re: Response to Notice of Violation on the Complaint of Robert Cox

Dear Mr. Meisels:

Our firm represents New Rochelle Commissioner of Human Resources, Christine Dodge and we submit this correspondence on her behalf in response to the Notice of Violation dated July 19, 2021 ("Notice"). Pursuant to the Notice, Mr. Cox submitted a letter dated July 6, 2021 to the Board of Ethics and alleged "upon reason and belief" Commissioner Dodge may have failed to disclose in her financial disclosure statement(s) an alleged conflict of interest and/or "romantic" relationship with Detective Christopher Greco which purportedly had material bearing on the 2019 PBA contract negotiations.

First and foremost, Mr. Cox's allegations are vehemently denied. Not only are his defamatory claims—couched "upon reason and belief"—simply untrue, but his specious accusations are not even verified nor sworn as required by Article III, Section 33-13(A) of the City Code. As such, Mr. Cox's complaint should be disregarded on its face.

Second, Commissioner Dodge did file annual financial disclosure statements as requested and required. She did not have any personal or pecuniary interests or conflicts to disclose in her statements. As such, her financial disclosure statements were in fact, sufficient and accurate. As Commissioner of Human Resources, she properly "serve[d] as the chief negotiator for collective bargaining with the public employees union". She successfully negotiated the 2019 PBA contract with Detective Greco and Labor Counsel, Vincent Toomey, Esq. and for the first time in New Rochelle history, was able to help the City reach an agreement with the PBA prior to the expiration of the prior agreement.

It is really unfortunate that New Rochelle's only female Commissioner has to answer such

misplaced and inappropriate gender-biased claims that seek to cloud her successful and impactful career and professional accomplishments. We trust this response will suffice to deem this Notice as unfounded with no need for any further action. In the event any further information or cure is still required, please advised the undersigned accordingly so that same can be immediately addressed.

Please note as per your instructions, this letter response will be delivered to the City Clerk in a sealed envelope marked CONFIDENTIAL and addressed to your attention.

Thank you for your considerations.

Very truly yours,

Katrine A. Beck

cc: Christine Dodge

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the City of New Rochelle (the "City") and the Police Association of New Rochelle (the "Police Association") also known as the New Rochelle Police Benevolent Association ("PBA") dated this _______ day of August, 2019.

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor Agreement to a Contract that expires on December 31, 2019; and

WHEREAS, the parties have arrived at a tentative agreement;

Now, therefore, the parties agree as follows:

- The provisions of the Stipulation are subject to ratification by the members of the City Council and the general membership of the Police Association.
- A copy of this original document has been furnished to the representatives of the Police Association.
- This Stipulation constitutes the full and complete agreement regarding all provisions of the labor contract to be executed hereunder during its term.
- The provisions of the expired Collective Bargaining Agreement shall be carried forward except as modified by this Stipulation, the terms of which shall be incorporated into a successor collective bargaining agreement.
- Unless otherwise noted, all dates involving the duration of the Agreement shall be confirmed to the duration of the negotiated Agreement.

1. Dates/duration of Agreement:

- A. Change the Effective Date on the cover page from "January 1, 2010" to "January 1, 2020".
- B. Revise the first sentence of Article I, Section 5 to read as follows:
 - "Termination and Modification". This Agreement shall be effective as of the 1st day of January, 2020 and shall remain in effect until the 31st day of December, 2026.
- Modify Article II, Section 5 <u>Union Investigation of Grievances During Work Hours</u> to add consultation with accountants and financial professionals to the first sentence of this section.
- 3. Modify Article II, Section 8 Leaves to Attend Union Conventions or Functions Paragraph "1" to change 20 working days to 35 working days; and in Paragraph "2", to change 15 working days to 30 working days.

4. Modify Article V, Section I - Compensation, Annual Salaries - to increase annual salaries by the following percentages:

Effective 1/1/20, increase annual salaries by 1.75% Effective 1/1/21, increase annual salaries by 1.75% Effective 1/1/22, increase annual salaries by 2% Effective 1/1/23, increase annual salaries by 2% Effective 1/1/24, increase annual salaries by 3% Effective 1/1/25, increase annual salaries by 3% Effective 1/1/26, increase annual salaries by 3%

Effective Date	% Increase	6 Increase 1st Year		2nd Year 3rd Year 4th Year		5th Year		6th and	following	
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1/1/2019		\$ 53,541	\$ 63,072	\$ 72,602	\$ 82,133	\$ 9	91,663	\$	101,194	
1/1/2020		\$ 54,478	\$ 64,176	\$ 73,873	\$ 83,570	\$!	93,267	\$	102,965	
1/1/2021		\$ 55,431	\$ 65,299	\$ 75,165	\$ 85,033	\$	94,899	\$	104,767	
1/1/2022		\$ 56,540	\$ 66,605	\$ 76,669	\$ 86,733	\$	96,797	\$	106,862	
1/1/2023		\$ 57,671	\$ 67,937	\$ 78,202	\$ 88,468	\$	98,733	\$	108,999	
1/1/2024		\$ 59,401		\$ 80,548	\$ 91,122	\$ 1	01,695	\$	112,269	
1/1/2025		\$ 61,183		\$ 82,964	\$ 93,856	\$ 1	.04,746	\$	115, 6 37	
1/1/2026		\$ 63,018		\$ 85,453	\$ 96,672	\$ 1	.07,888	\$	119,107	

Above is the salary schedule with the mentioned general wage increases for all police officers of the Police Association.

Modify Article V, Section 2 - <u>Longevity</u> - to increase longevity as follows:

For years 2020-2026, increase longevity upon the completion 5, 10 or 15 years of service as a Police Officer by the amount of \$75 each year.

For years 2020-2026, increase longevity upon the completion of 17 years of service as a Police Officer by the amount of \$100 each year.

 Modify Article V, Section 3 - <u>Detective Compensation</u> - to increase Detective Compensation by the same percentages increase applied to the salaries specified in #3 above.

		Det Gra	. 3rd ade	Det Gra	. 2nd ide	Det. 1st Grade		
Effective								
Date		1000				r.	5.027	
01/01/20	1.75%	\$	5,058	\$	5.467	\$	5.927	
01/01/21	1.75%	\$	5.147	\$	5,563	\$	6.031	
01/01/22	2.00%	\$	5,249	\$	5,674	\$	6.151	
01/01/23	2.00%	\$	5,354	\$	5.787	\$	6.274	

01/01/24	3.00%	\$ 5,515	\$ 5,961	\$ 6.463
01/01/25	3.00%	\$ 5,681	\$ 6,140	\$ 6,656
01/01/26	3.00%	\$ 5.851	\$ 6,324	\$ 6,856

- Modify Article V, Section 4 <u>Field Training Officer (FTO)</u> to provide that effective January 1, 2020, the FTO stipend payable during the period a Police Officer is assigned as an FTO shall be as follows:
 - a) \$1,600 if training one officer;
 - b) \$2,000 if training 2-4 officers: and
 - c) \$2,500 if training 5 or more officers
- 8. Article V, Create New Section 5.

Effective January 1, 2020, the Police Commissioner shall have the discretion to designate certain members of the bargaining unit as police specialist. This designation shall be for a period of time deemed appropriate by the Commissioner and may be rescinded in his/her sole and absolute discretion. Among the factors the Commissioner may consider in making this designation are the performance of specialized assignments, assignment to specialized units, the possession of training beyond that of other officers, and possession of certain skills not generally possessed by other members of the Department.

During the period of time Police Officers are designated as Police Specialists, they shall receive additional compensation as follows:

- a) During their first full year holding the designation as Police Specialist, in supplemental compensation, police specialist 3rd Grade;
- b) During the second full year holding the designation as Police Specialist, in supplemental compensation, police specialist 2nd Grade; and
- c) During the third full year and thereafter holding the designation of Police Specialist in supplemental compensation, Police Specialist 1st Grade.

		ice cialist Grade	Sp	lice ecialist d Grade		ice cialist Grade
Effective Date						
01/01/20	1.75%	\$ 2,529	\$	2,734	\$	2,963
01/01/21	1.75%	\$ 2.573	\$	2,781	\$	3.015
01/01/22	2.00%	\$ 2,625	\$	2.837	\$	3,076
01/01/23	2.00%	\$ 2.677	\$	2,894	\$	3.137
01/01/24	3.00%	\$ 2,758	\$	2,981	\$	3,231
01/01/25	3.00%	\$ 2,840	\$	3,070	\$	3,328

- Delete Article VI, Section 8(b)(2) Overtime regarding lack of eligibility for overtime for follow up cases. Effective January 1, 2020 the May 26, 1969 memorandum regarding overtime shall be deemed modified to delete subsections (c) and (e).
- 10. Modify Article VI, Section 3 Overtime to change 2-2/3 (two and two-thirds) hours' pay to three (3) hours pay in 2020. Increase to four (4) hours pay in 2023.
- 11. Modify Article VI Overtime Add new Section 10, to provide as follows:

Compensatory Time - Effective January 1, 2020, bargaining unit members otherwise eligible for overtime compensation for authorized work beyond their regular tour of duty, may elect to receive overtime compensation in the form of compensatory time. Employees may accumulate up to forty (40) hours of compensatory time at the overtime rate of time and one-half. Any authorized overtime above forty (40) hours will be paid as overtime. Officers wishing to utilize compensatory time shall provide a written request to the Police Commissioner or his designee. The use of this time is subject to the approval of the Commissioner or his designee, who shall, in his discretion, grant or deny the request provided that any such denial shall not be unreasonable. All compensatory time earned and accumulated shall be used in the contract year in which it is earned. The Department reserves the right to mandate the use of compensatory time at a time it determines appropriate during the calendar year in which it is earned. Before mandating the use of compensatory time the Commissioner shall provide the member with a reasonable opportunity to schedule the use of his her compensatory time. compensatory time not utilized shall be paid at the rate of pay in effect when earned, within two pay periods of the end of contract year in which it was earned (i.e., by the end of January of the following year at the prior year's rate).

12. Modify Article VII, Section 2 - Vacation - as follows:

Bargaining unit members shall be permitted to utilize one (1) vacation day per year as a non-scheduled floating vacation day. A request for a floating vacation day is subject to the prior approval of the Police Commissioner or his designee which approval shall not be denied unreasonably. The request shall be made a minimum of seventy-two (72) hours in advance except that such notice may be waived in cases of an immediate emergency. Floating vacation days will not be granted on the following holidays:

New Years' Day
Memorial Day
Independence Day
Labor Day
Election Day
Thanksgiving Day or
Christmas Day

Floating vacation days shall not be granted after Thanksgiving Day.

13. Modify Article VII, Section 5 - Death Leave - to read as follows:

Death Leave – A member of the Department may be granted up to four (4) working days, dating from date of death, leave of absence with pay by his Commanding Officer in the event of the death of the employee's or his/her spouse or domestic partner's grandparents, brother, sister, child, father or mother, step family members of these same titles, or any relative of the employee or his spouse living in the same dwelling with the employee.

- 14. Modify Article VII, Section 6 Sick Leave to provide Officers who are relieved due to sickness during a tour of duty shall be charged one-half day of sick leave.
- 15. Modify Article VII, Section 6(b) Sick Leave to change 240 days to 300 days.
- 16. Modify Article VII, Section 6(d) <u>Sick Leave Incentive</u> to increase the Sick Leave Incentive by 10% effective 1/1/22 and by an additional 10% effective 1/1/26.
- 17. Modify Article VII, Section 8 <u>Maternity Leave</u> shall be retifled <u>Parental Leave</u> and modified as follows:

Any unit member shall be entitled to eight (8) calendar days parental leave with pay commencing within thirty (30) days of the birth or adoption of a child.

18. Modify Article VIII, Section 1 - Pensions -

Add new Section 4 to reflect the prior addition of 375(i)(p) of the RSSL.

- 19. Modify Article IX, Section 1 <u>Hospitalization</u>, <u>Surgical</u>, <u>Major Medical Insurance and Death Benefits</u> <u>Modify the last paragraph to provide that the opt out payment shall be determined by the City</u>, but shall not be less than \$600 per month.
- 20. Modify Article IX, Section 2 Retiree Coverage as follows:
 - a) Effective January 1, 2020, modify Section 2 to provide that employees hired on or after that date shall contribute eighteen percent (18%) of the applicable premium, individual or dependent, during their retirement. Employees hired prior to that date and subsequent to January 1, 1972 shall continue to be covered without premium contribution. The parties have agreed that in future negotiations neither side shall make proposals regarding the retiree health insurance contribution for employees hired prior to January 1, 2020.
 - b) Section 2 shall also be modified to delete the reference to age sixty-five (65).
- 21. Modify Article IX, Section 5 Funeral Expense Modify to change \$1,000 to \$10,000.

- 22. Modify Article IX, Section 8 Welfare Fund as follows: For years 2020-2026, increase the Welfare Fund per unit member each year by \$50.
- 23. Modify Article X, Section 2 <u>Uniform and Cleaning Allowance</u> as follows: For years 2020-2026, increase the Uniform and Cleaning Allowance by \$35 each year to each member of the bargaining unit.
- 24 Modify Article X, Section 5 <u>Personal Items (Compensation for Loss)</u> to change \$75.00 to \$250

25.	Modify	Article	X, 5	Section	11	(b) -	- Tuition	Reimbursemen	<u> </u>	to add	courses	in	forensics
	and cou	nter terr	oris	m or sir	nil	ar co	urses dee	med appropriate	e b	y the C	ommissi	on	er.

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For the Police Association	For the City of New Rochelle
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PIJA President	When Sooney Labor Course
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1	Page 32
2	DODGE
3	Q . Three years?
4	A. I was in the City of Yonkers before
5	that as the Deputy Commissioner from 2016 and I
6	worked for Yonkers since 2012.
7	Q . Deputy Commissioner?
8	A. Of human Resources.
9	Q . I am sorry?
10	A. Human Resources.
11	EXAMINATION BY
12	MR. MEISELS:
 13	${f Q}$. In discussing this amongst ourselves,
14	there is an obvious theory that somebody has an issue
15	with Chris Greco.
16	A. Oh, yes, obviously someone has an issue
17	with me.
18	Q . And that you could well be collateral
19	damage.
20	A. Thank you. That's how I feel.
21	${f Q}$. Okay. So here is the question. You have a
	professional relationship, you had a professional
22	relationship with Chris Greco until he retired, okay,
23	based upon your job as being Commissioner of Human
24	-
25	

| -

DODGE

Aside from that professional relationship, okay, did you have any other business or social relationships with him? For example, it is alleged that he owns a number of different businesses. Were you ever employed by any of his businesses?

- A. Absolutely not.
- Q. Anyone in your family ever been employed by any of his businesses?
 - A. No.
- Q. Had you ever had any other involvement with him outside of the professional relationship that you had as Commissioner, you know, as Commissioner of Human Resources and his role as being head of the union?
 - A. No.
- Q. Did you ever socialize with him other than the time you went to dinner with Chuck?
- A. We were at a happy hour. Again, Chuck was there. We were at a happy hour at Spectator. The police were there. He was there. I wasn't with him. I didn't go there with him. We were in the same place but I did not have any other relationship with him other than professional.

Miranda, David

From:

Christopher Greco <panrpresident@gmail.com>

Sent:

Saturday, February 6, 2021 4:19 PM

To: Subject: Dodge, Christine 18 hours later

Follow Up Flag:

Flag for follow up

Flag Status:

Flagged

** EXTERNAL SENDER **

i am done with this shit! this is what i decided on and will send and post. any errors?

Dear Mayor Bramson,

The New Rochelle PBA urges the City Council to reject the Police Reform and Reinvention Collaborative Plan on Tuesday February 9th when it comes up for a vote, specifically the Plan's Introduction. The plan's introduction does not reflect the multi-cultural and diverse socioeconomic realities of New Rochelle, that are the city's strengths. Rather, the plan takes as an unsubstantiated given that racial bias in New Rochelle exists "across many spheres," including the New Rochelle police force. If further leads the reader to believe that serious issues confronting our community are simply decided along racial lines rather than a thoughtful examination of the facts.

This is not to say the report's recommendations should be rejected. The recommendations will be further evaluated by the PBA and subsequently discussed with the city—not because suddenly a committee of 14 has uncovered hidden bias but because the professional, on-the-ground, nationally recognized New Rochelle Police Department years ago internally made many of these same recommendations and is well into implementing those recommendations.

The Plan states its conclusion in its introduction, and we reject the following

"The existence of bias is beyond reasonable dispute, confirmed by countless personal testimonials and a raft of statistical evidence. Although most New Rochelleans express genuine pride in our community's diversity and profess a strong allegiance to racial equality, we . . .must confront the hard reality of racial bias within our city. There is every indication that people of color in New Rochelle are much more likely than white residents to be the subject of Police interventions, more likely to interact with the criminal justice system, and more likely to experience these contacts in negative terms."

"Moreover, while the use of deadly physical force by the New Rochelle Police is thankfully rare, we cannot ignore that this plan is issued in the immediate aftermath of the Police-involved shooting of a young black man. The sharply disparate reactions to and perceptions of this event

and other events, <u>often breaking along racial lines</u>, <u>illustrate the existence of a trust gap</u> <u>surrounding law enforcement that must be confronted, separate and apart from the facts of any specific case."</u>

"...there is ample evidence that, across many spheres, a generational pattern of structural racism continues to have profound impacts on the modern composition of New Rochelle..."

Shockingly, there is not a single statistic or a single personal testimonial to support these opinions. It is not surprising that no evidence was provided because evidence to support the conclusion in the New Rochelle Police Department just does not exist. Stating that people of color—or even the fact that people of color—are more likely to have interaction with police than white people is not enough to demonstrate a cause and effect relationship of bias in a police department, especially one like New Rochelle that has been recognized over and over at the State and national levels for its best practices in community policing, use-of-force, crisis-intervention, and de-escalation.

Each year over 55,000 calls for service are made, thousands of summonses are issued, and countless other public interactions occur. Out of all these interactions, you would think that if racial bias truly existed as described in your plan, it would be reported and complained about at an alarming rate. Yet, complaints of racism, bias or other wrongdoing against New Rochelle Police Officers are effectively non-existent. Mr. Mayor you are keenly aware—and proud—of just how reliable and professional the NRPD is, because each May during Police Week you stand before the men and women of the NRPD and applaud them for their acts of bravery, constant professionalism, and commitment to the City of New Rochelle.

The truth is that New Rochelle police officers are professionals who take seriously their vocation to keep New Rochelle one of the safest cities in New York State and has been consistently named one of the safest small cities of its size in the country. Our members strive to improve on a daily basis, that is what the department's ongoing training program is all about.

To keep the Plan's Introduction "as is", not only distastefully represents our city to the Governor and the rest of the world, but will sow the seeds of suspicion, mistrust, and enmity and I implore you to reconsider this dangerous rhetoric.

Christopher Greco

Detective Christopher T. Greco President - Police Association of New Rochelle 914-469-5946

From:

Greco, Christopher

Sent:

Friday, January 11, 2019 4:14 PM

To:

Dodge, Christine; All Assessments; All Building Department; All Central Garage; All City Clerk; All City Manager; All Civil Service; All Development; All Finance; All Fire Department; All Information Systems; All Law; All Marina; All Mayor; All NRPD Detectives; All Office of the Aging; All Parks & Recreation; All Personnel; All Police Department; All Public Works; All Sanitation; All Streets & Sewers; All Traffic; All Youth

Subject:

RE: Dominic

Still in?

Detective Christopher 7. Greco
New Rochelle Police Department
Criminal Investigations Division
General Investigations Unit
475 North Avenue
New Rochelle, NY 10801
914-654-2362

From: Dodge, Christine

Sent: Friday, January 11, 2019 13:19

To: All Assessments; All Building Department; All Central Garage; All City Clerk; All City Manager; All Civil Service; All Development; All Finance; All Fire Department; All Information Systems; All Law; All Marina; All Mayor; All NRPD Detectives; All Office of the Aging; All Parks & Recreation; All Personnel; All Police Department; All Public Works; All Sanitation; All Streets & Sewers; All Traffic; All Youth

Subject: FW: Dominic

Importance: High

Today is the last day...

Thank you to everyone that has donated.

From: Dodge, Christine

Sent: Thursday, January 10, 2019 4:01 PM

To: All Assessments <a linear linear

Subject: FW: Dominic Importance: High

Just a reminder if anyone is interested in donating, tomorrow is the last day.

Thank vou! Christine

From: Dodge, Christine

Sent: Tuesday, January 8, 2019 9:54 AM

To: All Assessments < All Assessments@ci.new-rochelle.ny.us>; All Building Department < All Building Department@ci.newrochelle.ny.us>; All Central Garage < AllCentralGarage@ci.new-rochelle.ny.us>; All City Clerk < AllCityClerk@ci.newrochelle.ny.us>; All City Manager < AllCityManager@ci.new-rochelle.ny.us>; All Civil Service < AllCivilService@ci.newrochelle.ny.us>; All Development < AllDevelopment@ci.new-rochelle.ny.us>; All Finance < AllFinance@ci.newrochelle.ny.us>; All Fire Department < AllFireDepartment@ci.new-rochelle.ny.us>; All Information Systems <allInformationSystems@ci.new-rochelle.ny.us>; All Law <allLaw@ci.new-rochelle.ny.us>; All Marina <ali>AllMarina@ci.new-rochelle.ny.us>; All Mayor <ali>AllMayor@ci.new-rochelle.ny.us>; All NRPD Detectives <ali>AllNRPDDetectives@ci.new-rochelle.ny.us>; All Office of the Aging <ali>AllOfficeoftheAging@ci.new-rochelle.ny.us>; All Parks & Recreation < AllParks & Recreation@ci.new-rochelle.ny.us >; All Personnel < AllPersonnel@ci.new-rochelle.ny.us >; All Police Department < All PoliceDepartment@ci.new-rochelle.ny.us >; All Public Works < All Public Works @ci.newrochelle.ny.us>; All Sanitation < AllSanitation@ci.new-rochelle.ny.us>; All Streets & Sewers < AllStreets & Sewers@ci.newrochelle.ny.us>; All Traffic < AllTraffic@ci.new-rochelle.ny.us>; All Youth < AllYouth@ci.new-rochelle.ny.us>

Subject: Dominic Importance: High

Good Morning:

As most of you know, Dominic Procopio, Chairman of the Municipal Civil Service Commission lost his wife on Saturday January 5th.

If anyone is interested in making a donation, please see me in the Human Resources Office in City Hall by the end of the day on Friday.

All donations will go to Brian's Foundation as per the wishes of the family. I will give Dominic a card from all of us.

https://www.briansfoundationofhope.org/

Thank you, Christine

Christine Dodge Commissioner of Human Resources New Rochelle City Hall 515 North Avenue, 1st Floor New Rochelle, NY 10801 914-654-2170

From: Sullivan, MaryLou < Msulliva@newrochelleny.com>

Sent: Monday, January 7, 2019 10:37 AM

To: Trangucci, Louis < louistrangucci@aol.com >; Tarantino, Albert A. < tarcor211@aol.com >; 'Jared@Jaredrice.com'

<a href="language: language: lan

Subject: Notification of Death

It is with extreme sadness that we inform you of the passing, on January 5, 2019, of

Giacoma "Jackie" Procopio,

wife of Domenico Procopio, Chairman, Municipal Civil Service Commission.

Arrangements are as follows:

Visitation:

Monday, January 7, 2019, from 3:00 P. M. - 8:00 P. M.

Lloyd Maxcy & Sons Beauchamp Chapel

16 Shea Place

New Rochelle, NY 10801

Funeral Mass:

Tuesday, January 8, 2019, at 10:30 A. M.

Blessed Sacrament Church

15 Shea Place (corner of Centre Avenue and Shea Place)

New Rochelle, NY 10801

From: Sent: To: Regina, Mike

Friday, January 4, 2019 2:08 PM

Adams, Steven; Adrian, Timothy; Aguilar, Adalberto; Alberico, Michael; Alberico, Matthew; Almeida, Ricardo; Amico, Luigi; Anderson, Loretta; Andolina, Ray; Arias, Alex; Arias, Mario; Austin, Edward; Barone, Jason; Bautista, Christian; Berry, William; Bird, Kari; Bird, Marisa; Bittrich, Mark; Bornholz, Lawrence; Boyko, Robert; Brady, Matthew; Brown, Donald; Brown, Allison; Brown, Danessa; Brown, Veronica; Bulfamante, Jon; Cabrera, Barbara; Care, John; Carelli, Christopher; Carpano, Claudio; Casher, Raymond; Castiglia, Adam; Castiglia, Chris; Castillo, Delsa; Chem, Hung-Haw; Childs, Ana; Childs, Timothy; Christopher, Theresa; Ciafardini, Michael; Colotti, Anthony; Conca, Daniel; Conklin, John; Conklin, Regina; Conn, Steven; Correale, Stephen; Costa, Cosmo; Coyne, J.Collins; Craft, Stacy; Dailey, Kyle; D'Angelo, Anthony; Daoud, Josephine; DeCarlo, Nicole; Delgrosso, Christopher; D'Erasmo, Paul; Diaz, Jose; DiMeglio, Liane; Diniz, Kimberley; Diniz, Melissa; D'Onofrio, Steve; Downs, Ryan; Fagan, Brian; Ferguson, Robert; Ferraro, Victoria; Flanigan, Francis; Foley, Jordan; Fudge, Terrence; Fuller, Gail; Gazzola, Nicholas; Gazzola, Robert; Geertgens, Steven; Geertgens, Kevin; Geralis, Evangelos; Giannotti, Michael; Glass, Matthew; Goldman, Samuel; Goldstein, Aaron; Gonzalez, Emmanuel; Greco, Christopher; Guglielmo, Christopher; Gura, Oksana; Hairston, Amy; Hansen, John; Haracz, Robert; Hayes, Eddie; Hearle, Christopher; Herring, Greg; Higginbotham, Casey; Holder, Dawn; Hudson, Kenneth; Hued, Jose; Hurst, Kenny; Jimenez, Carlos; Johnson, Robert; Jones, Dwayne; Joseph, Myron; Kane, Sean; Karales, Nikolas; Kelly, Timothy; Kier, Debra; Kiernan, Dennis; Kocur Jr., Robert; Labarbera, Robert; Ladeairous, John; Lehning, Gary; Lentini, Nicolas; Lonergan, Dave; Lopez, Sergio; Lore, Frank IV; Lunn, Patrick; Lynch, John; Macafity, Richard; Machado, Yadilene; Maldonado-David, Tina; Maloney, Richard; Mandarino, Christopher; Mansfield, Robert; Marco, Vincent; Marello, Jeffrey; Marion, Vincent; Martinez, Edward; Massaregli, Nick; Mazzucca, Judy; McCullough, David; McGee, Calvin; McGloin, Oisin; McKenna, Alec; McKenniss, Michael; McLeroy, Mark; Mendola, Russell; Messina, Mike; Michaels, Christopher; Mirabile, Anthony; Molina, Melvin; Molinaro, Nicole; Morzello, Tina; Moskalik, Matthew; Moss Jr, Gary; Murphy, Keith; Nader, Michael; Navarrete, Dario; Nelson II, Wayne; Oppedisano, Rocco; O'Rourke, Isabel; O'Rourke, Mike; Ortiz, Derek; Palomino, Elmo; Paradise, Geoffrey; Parker, Stephen; Pena, Jose; Perri, Kevin; Pierson Jr, Derek; Pisano, Vincent; Provenzale, Francesco; Pugliese, Jesse; Raptis, Thomas; Redner, Jason; Regina, Mike; Reilly, Kristin; Reynolds, Neil; Ricigliano, Alessandra; Rizzuti, Francesco; Robinson, Gary; Rodriguez, Anthony, Rodriguez, Raul; Rosenbergen, George; Ruiz, Gerardo; Russo, Daniel; Sabatino, Anthony; Salerno, Joseph; Sanchez, Lilliana; Santoro, Robert; Saunders, Armani; Savoca, Joseph; Scarnati, Anthony; Schaller, Joseph; Schena, Kenny; Schlesinger, Lane; Seleno, Natasha; Sheehy, James; Silverman, Alan; Soto, John; Spinner, Glenn; Stewart, Marlon; Torr, Robert; Torres, Juan; Trangucci. Louis; Trezza, Mark; Trikedes, Nicholas; Umbro, Cody; Vaccaro, Michael; Valencia, Angelica; Valencia, Roberto; Velasco, Matthew; Waldron, Kevin; Wallach, Scott; Walsh, Christine; Walsh, William; Washington, Frances; Weinerman, Marc; Wenzler, Robert; White, Latoya; William-Phillip, Thanie; Wilson, Giselle; Wilson, Justin; Wilson, Kyle; Wynne, Liam; Zaccaro, Minerva; Zapata, William; Zerbo, Edmund; Zuzulo, Nicholas; All Assessments; All Building Department; All Central Garage: All City Clerk; All City Manager; All Civil Service; All Development; All Finance; All Fire Department; All Information Systems; All Law; All Marina; All Parks & Recreation; All Public Works; All Sanitation; All Streets & Sewers FW: PO Richard Marchetti PORichard Marchetti Flyer.jpg

Subject: Attachments:

From: Christopher Greco < ctag1003@gmail.com>
Sent: Tuesday, December 29, 2020 11:26 AM

To: Dodge, Christine

Subject: Fwd: WALK OUT - DET. T. RAPTIS

** EXTERNAL SENDER **

HI Commissioner Dodge,

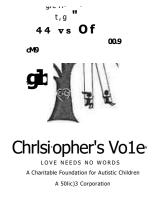
I am not sure if customary to distribute, but can you send this out to a few departments like FD and some city hall folks?

Christopher T. Greco

Founder, <u>Christopher's Voice - A Charitable Foundation for Autistic Children</u>
New York State Licensed **Associate Real Estate Broker**, Certified Buyers Agent
New York State **Certified Real Estate Appraiser**www.grecoappraisalservices.cotn
www.christophersvoice.org

Christopher's by Chef Joe

914-469-5946



Christopher's Voice voted Best Local Charity!

-----Forwarded message ------

From: **NRPD PBA** <pan rpresi dent(gmai 1.corn>

Date: Tue, Dec 29, 2020 at 11:15 AM

From: Dodge, Christine

Sent: Tuesday, December 29, 2020 12:20 **PM**

To: Christopher Greco
Subject: Re: ANY CHANCE

I don't but I can ask around if you want

Christine Dodge
Commissioner of Human Resources
New Rochelle City Hall
515 North Ave. 1st Floor
New Rochelle, NY 10801
914 654-2170

From: Christopher Greco < ctag1003@gmail.com Sent: Tuesday, December 29, 2020 11:53:05 AM

To: Dodge, Christine < cdodge@newrochelleny.com

Subject: ANY CHANCE

** EXTERNAL SENDER **

you have contact info for pasquale procoppio? i use to have it but can't find it.

Christopher T. Greco

Founder, <u>Christopher's Voice - A Charitable Foundation for Autistic Children</u>
New York State Licensed **Associate Real Estate Broker, Certified Buyers** Agent
New York State **Certified Real Estate Appraiser**<u>www.grecoappraisalservices.com</u>
<u>www.christophersvoice.org</u>

Christopher's by Chef Joe

914-469-5946

81 CD000767

515 North Ave. 1st Floor New Rochelle, NY 10801 914 654-2170

From: Christopher Greco <a hr

Subject: ANY CHANCE

** EXTERNAL SENDER **

you have contact info for pasquale procoppio? i use to have it but can't find it.

Christopher T. Greco

Founder, <u>Christopher's Voice - A Charitable Foundation for Autistic Children</u>
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vorww.christophersvoice.or2

Christopher's by Chef Joe 914-469-5946



Christopher's V^o10¹

LOVE NEEDS NO WORDS

A Cluritable Foundation for Autistic Children
A 501(43 Corpaadon

Christopher's Voice voted Best Local Charity!

From: Dodge, Christine

Sent: Tuesday, December 29, 2020 12:37 PM

To:Christopher GrecoSubject:Re: ANY CHANCE

I definitely will!! By the way, I have a donation for Christopher's Voice from the collection I did in honor of Dominic.

Christine Dodge
Commissioner of Human Resources
New Rochelle City Hall
515 North Ave. 1st Floor
New Rochelle, NY 10801
914 654-2170

From: Christopher Greco < ctag1003@gmail.com>
Sent: Tuesday, December 29, 2020 12:25:15 PM
To: Dodge, Christine < cdodge@newrochelleny.com>

Subject: Re: ANY CHANCE

** EXTERNAL SENDER **

That would be great, thanks!

paul vacca!

Christopher T. Greco
Founder, <u>Christopher's Voice — A Charitable Foundation for Autistic Children</u>
New York State Licensed Associate Real Estate Broker, Certified Buyers Agent
New York State Certified Real Estate Appraiser

www.grecoappraisalservices.com www.christophersvoice.org

Christopher's by Chef Joe

914-469-5946



Christopher's Voice voted Best Local Charity!

On Tue, Dec 29, 2020 at 12:19 PM Dodge, Christine cdodgeConewrochelleny.com wrote: I don't but **I** can ask around if you want

Christine Dodge Commissioner of Human Resources New Rochelle City Hall 515 North Ave. 1st Floor New Rochelle, NY 10801 914 654-2170

From: Christopher Greco <a hre

Subject: ANY CHANCE

** FXTFRNAL SENDER **

you have contact info for pasquale procoppio? i use to have it but can't find it.

Christopher T. Greco
Founder, Christopher's Voice — A Charitable Foundation for Autistic Children
New York State Licensed Associate Real Estate Broker, Certified Buyers
Agent New York State Certified Real Estate Appraiser
www.grecoappraisalservices.com
www.christophersvoice.org

From: Dodge, Christine

Sent: Friday, January 15, 2021 11:01 AM

To: Chris Greco

Subject:Donations to Christophers Voice in honor of Domenic Procopio.docxAttachments:Donations to Christophers Voice in honor of Domenic Procopio.docx

Hi Chris:

As per your request, attached, please find a list of individuals who donated in honor of Domenic.

Please let me know if you need any further information.

Thank you, Christine

Christine Dodge Commissioner of Human Resources New Rochelle City Hall 515 North Avenue, 1st Floor New Rochelle, NY 10801 914-654-2170

59 CD000790

From:

Dodge, Christine

Sent:

Friday, November 15, 2019 12:52 PM

To:

cdodge916@yahoo.com

Subject:

FW: PBA contract issue

From: Vincent Toomey <vtoomey@vtlawoffice.com>

Sent: Tuesday, July 16, 2019 11:20 PM

To: Gazzola, Robert <Rgazzola@newrochelleny.com>; Dodge, Christine <cdodge@newrochelleny.com>

Cc: Schaller, Joseph < Jschaller@newrochelleny.com>

Subject: RE: PBA contract issue

EXTERNAL SENDER

Rob

The language is good and I may just tweak it a little. As for the 3.15% while you are correct that is now just part of the base and while the original rationale has apparently disappeared, it does not see like their compensation is out of line with comparable departments. I understand the additional money was an attempt to deal with OT and FLSA issues but it actually made the problem worse as it just inflated the base upon which the time and one half would be based. At least we will now be in compliance with FLSA standards

Happy to discuss

Vince

From: Gazzola, Robert < Rgazzola@newrochelleny.com >

Sent: Tuesday, July 16, 2019 11:09 AM

To: Vincent Toomey < vtoomey@vtlawoffice.com >; Dodge, Christine < cdodge@newrochelleny.com >

Cc: Schaller, Joseph < Jschaller@newrochelleny.com>

Subject: RE: PBA contract issue

Vince,

That wording was copied from Article VI- Section 4 of the current PBA contract related to personal days, so that may need to be amended to your suggestion as well. But by all means, feel free to change the wording as you see fit.

Regarding the detective OT issue, currently detectives receive the additional 3.15% (Art V) in part for working beyond the 8 hours. All other unit members receive the additional 3.15% for attending roll calls. We discussed that the City should receive something in exchange for the detective's 3.15% since they do not attend roll calls.

From: Vincent Toomey < vtoomey@vtlawoffice.com >

Sent: Monday, July 15, 2019 4:10 PM

To: Gazzola, Robert < Rgazzola@newrochelleny.com >; Dodge, Christine < cdodge@newrochelleny.com >

Cc: Schaller, Joseph < Jschaller@newrochelleny.com >

Subject: RE: PBA contract issue

EXTERNAL SENDER

Excellent draft

I recommend changing the beginning of the third sentence to" A request for a floating vacation day..... This will avoid the argument that notice is enough and it must be granted

On the detective issue, we are working on language but the City will agree that the lead detective will be paid overtime if the regular tour is extended That change is based largely on FLSA concerns

From: Gazzola, Robert < Rgazzola@newrochelleny.com >

Sent: Monday, July 15, 2019 3:28 PM

To: Vincent Toomey <vtoomey@vtlawoffice.com>; Dodge, Christine <cdodge@newrochelleny.com>

Cc: Schaller, Joseph < Jschaller@newrochelleny.com>

Subject: PBA contract issue

Hello Vince and Christine,

Was the detective OT issue was settled, it was not discussed in our recent meeting and I forgot to ask. Also for your review, here is a draft of the "floating vacation" day usage. It covers the administrative issues we had with the proposal.

Floating Vacation Day - The employer agrees that each employee in the bargaining unit shall be entitled to use one (1) accrued vacation day per year as a "floating vacation day." The taking of such day is subject to prior approval of the Commissioner. Notice shall be given in advance, in writing, of at least seventy-two (72) hours to the Police Commissioner or his designee. Floating vacation days will not be taken on the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Election Day, and Christmas Day. Members may not use a floating vacation day after Thanksgiving Day.



From:

Greco, Christopher

Sent:

Monday, January 27, 2020 4:18 PM

To:

Dodge, Christine

Subject:

can you give me a call on cell

When you are free – re this floating vacation day part of the contract

Detective Christopher 7. Greco
New Rochelle Police Department
Criminal Investigations Division
General Investigations Unit
475 North Avenue
New Rochelle, NY 10801
914-654-2362