

MEMORANDUM OF AGREEMENT

By and Between

The Town of Saugerties

and

The Town of Saugerties Policeman's Benevolent Association

WHEREAS, the Town of Saugerties ("Town") and the Town of Saugerties Policeman's Benevolent Association ("PBA") are signatories to a Collective Bargaining Agreement ("CBA") for the period of January 1, 2022 through December 31, 2024; and

WHEREAS, the Town and the PBA wishes to create a memorandum of agreement in addition to the Contract set to expire on December 31, 2024. That the Town and the PBA agree to enter into an agreement regarding supervisory and detective on call time.

NOW WHEREFORE, as and for a Memorandum of Agreement, the parties hereto agree as follows:

1. The Town and the PBA agree to modify Article II Section (U) of the CBA regarding Sergeant and Detective on-call in its entirety to read as follows:

Detectives, Detective Sergeants and Patrol Sergeants who are required to be on call shall receive (9) hours of overtime compensation for the week they are on call which will be paid as 13.5 hours of compensatory time to be used at a later time. The Lieutenant will be paid (3) three hours of overtime compensation per week for his on-call responsibilities which will be paid as 4.5 hours of compensatory time to be used at a later time.

Each week a Sergeant shall be assigned an on-call period of seven (7) days. If a tour is not staffed by a supervisor, a callout shall be completed for a supervisor. If the tour still cannot be staffed by a supervisor, then the on-call Sergeant for that week shall be required to work that shift.

During the supervisor's week of on call their primary duty will be for supervisor coverage. The on-call supervisor can lose an overtime shift based on the needs of the department when required, to fill a supervisor shift that cannot otherwise be covered.

If the on-call sergeant will be ordered twice resulting in more than 16 consecutive hours or that Sergeant is unable to be ordered due to having taken a sick day or personal day, then the sergeant with the on-call during the next week shall be responsible for working the shift. The advancing sergeant will have their choice of what shift to be ordered for if possible.

1. If the sergeant during the next week cannot be ordered, due to already working 16 hours, having taken a sick day, personal day or other scheduled block of time off the list shall continue advancing forward until a candidate can be found. If there is no supervisor available, then the Chief or the Captain will staff the shift and will be entitled to overtime.

2. If the Sergeant with the current week of on call takes off a shift using time other than sick or personal time and that shift is not staffed by a Sergeant or other supervisor then the time off will be denied.

3. For the purposes of this agreement the sick day exemption shall only be when the member is sick. A family sick day would not be eligible.

4. The monthly on call blocks will be in order by seniority. No sergeant will be required to be on call during their block of preapproved vacation.

5. Supervisors that volunteer to work a shift for the purposes of supervisory coverage shall not be considered manpower except in instances defined in Article II section M (6) of the collective bargaining agreement. Supervisors that are mandated to work a shift for the purposes of supervisory coverage shall not be considered manpower.

6. The Town and the PBA agree that for this staffing agreement to function a minimum of 5 road sergeants must be maintained.

7. If a long-term emergency situation arises and the sergeants are moved to 12 hour shifts for supervisor coverage, every hour over 8 hours shall be paid at their overtime rate.

8. Either party may request changes to this MOA. Any changes, modifications, revisions or amendments to this MOA which are mutually agreed upon by and between the parties to this MOA shall be incorporated by written instrument and shall become effective when executed and signed by all parties to this MOA.

9. During the supervisor's week of on call their primary duty will be for supervisor coverage. The on-call supervisor can lose an overtime shift based on the needs of the department when required to fill a supervisor shift that cannot otherwise be covered. 6. Either party may exit this agreement with 30 days written notice.

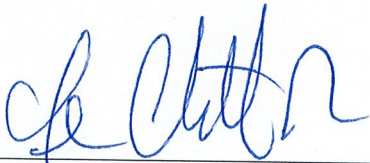
8. Nothing contained in this Memorandum of Agreement shall diminish the rights of either party under the provisions of the Collective Bargaining Agreement or the Taylor Law.

9. This Memorandum of Agreement shall take effect upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOA.

10. This MOA will expire on 12/31/2024 and can be reinstated by both parties with or without agreed upon modifications.

TOWN OF SAUGERTIES

By:



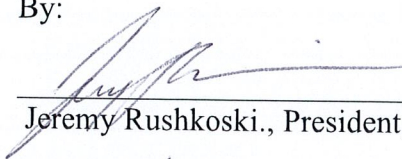
Supervisor

Date:

1/6/23

TOWN OF SAUGERTIES POLICEMAN'S
BENEVOLENT ASSOCIATION

By:



Jeremy Rushkoski., President, Local 1629

Date:

12/29/22