

MEMORANDUM OF AGREEMENT

WHEREAS, the Village of Scotia (“Village”) and the Scotia Patrolman’s Benevolent Association (“PBA”) are parties to a collective bargaining agreement which covers the period June 1, 2019 through May 31, 2024 (“CBA”).

WHEREAS, Section 1 of the CBA provides that the PBA is s the sole and exclusive representative for all employees of the Scotia Police Department (“SPD”), exclusive of the Chief and Deputy Chief.

WHEREAS, Section 3 of the CBA provides that the bargaining unit shall be all patrolmen and sergeants in the SPD.

WHEREAS, the Village and PBA desire to enter into an agreement regarding the hiring of part-time patrol officers (PTPO) to cover shifts when there are no PBA members available.

NOW it is AGREED as follows:

1. This Agreement does not set precedent.
2. This Agreement shall not supplement, modify or be incorporated in the CBA.
3. Recognizing the PBA’s claim to exclusively perform police work within the Village, the Village may employ PTPO’s for the limited purposes set forth below.
 - a. PTPO’s may fill vacancies in the work schedule which cannot be filled by members of the bargaining unit. PTPO’s shall not be used to cover such a vacancy unless all other members have first declined the opportunity to work the vacant shift at overtime on a rotating basis.-The PTPO’s shall not be included in the bargaining group or considered members of the PBA. The PTPO’s shall not be afforded the rights or terms of conditions set forth in the CBA and

shall be subject to discipline and removal as provided for by the Civil Service Law and Village Law. In no event shall a PTPO be able to utilize the CBA's grievance arbitration procedure.

4. The PTPO shall not hold a grade or rank higher than a patrol officer and shall not have or claim seniority.

5. The decision to set minimum qualifications for PTPO's; recruit, hire or discipline PTPO's; compensate PTPO's; and schedule PTPO's for work shall be a management prerogative made in the sole discretion of the Village. The Village shall determine the number of PTPO's needed to maintain coverage. The Village may, but is not required to, offer a retiring member of the SPD a position as a PTPO upon retirement.

6. The Village Board shall set the amount of per diem compensation for a PTPO, who, to the fullest extent permitted by law and/or provided by statute, shall serve without any other benefit of employment, including paid time off, health insurance, etc. Notwithstanding the foregoing a PTPO may receive reimbursement for uniforms not to exceed \$___ upon his/her first anniversary of hire as a PTPO. Any further reimbursement shall be in the sole discretion of the Village.

7. The Village and or PBA may, terminate this Agreement with thirty (30) days with advance written notice to the Village or PBA.

VILLAGE OF SCOTIA

SCOTIA POLICE BENEVOLENT ASSOC.

Thomas Gifford, Mayor
Date:

Gordon Iwan, President
Date: