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Gloversville, City Of And Gloversville
Police Benevolent Assn

MENT RELATIONS BOARD

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GLOVERSVILLE, N.Y.

In the matter of the interest
arbitration between,

THE CITY OF GLOVERSVILLE,

Employer,

-and-

THE GLOVERSVILLE POLICE BENEVOLENT
ASSOCIATION,

Union.

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24130
OPINION AND AWARD

PERB CASE NO.

IA98-031

M98-146

CI
POL

Before the following Public Arbitration Panel:

Chairperson: Michael S. Lewandowski
Chairman

Member: Rocco A. DePerno, Esq.
Employee Organization Panel Member

Member: Bryan J. Goldberger, Esq.
Public Employer Panel Member

Appearances:

For the City: Brian S. Kremer

For the PBA: Karen Khanzadian, Esq.

On or about December 23, 1998, the Patrolmen's Benevolent
Association of the City of Goversville ("PBA") filed a petition
for compulsory interest arbitration with the New York State
Public Employment Relations Board ("PERB"). The City of

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

SEP 28 2000

CONCILIATION

Gloversville ("City") and the PBA had reached impasse in their negotiations for a successor Agreement to the Collective Bargaining Agreement between the parties that expired on December 31, 1997. The unit is composed of 38 police officers.

In accordance with Section 209.4 of the Civil Service Law, the undersigned were designated as the Public Arbitration Panel members by letter dated March 22, 1999 from PERB. The panel met and conducted a hearing in the City on October 6, 1999, November 19, 1999 and January 31, 2000.

At the hearing, the parties were afforded a full opportunity to present relevant evidence in support of their positions. Each presented witnesses for examination and cross-examination and documentary evidence including data collected concerning police departments that they considered to be comparable to that of the City. The Public Arbitration Panel met in executive session on June 15, 2000 in the Gloversville. The content of this opinion and award reflects the results of consideration of the evidence presented against the criteria contained in the Fair Employment Act. The final disposition of the issues is the result of the deliberations of the panel.

Although the panel may have been split with regard to certain issues such as the designation of comparable police units, the panel reached unanimous agreement with respect to this award.

The evidence presented by the parties was considered against the criteria set forth in the Law including but not limited to a comparison of wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions; the interests and welfare of the public and the financial ability of the public employer to pay; the peculiarities in regard to other professions such as hazard, educational qualifications, training and skills and the terms of collective agreements negotiated between the parties in the past providing the compensation and fringe benefit package that currently exists for the bargaining unit members.

There was unanimous agreement that the duties performed and the responsibilities assumed by the members of the PBA are consistent with those performed by employees who hold the title of Police Officer and associated titles in the jurisdictions offered by the parties for consideration for comparison by the panel.

DISCUSSION AND ANALYSIS

After extensive review of the significant amount of evidence presented at the arbitration, the panel reached agreement on the Award which follows. The Award is a product of the consideration of all the factors specified in the Fair Employment Act. It modifies terms and conditions of employment in a manner which benefits both the PBA and the City.

TERM. The term of this award shall be for a two year period commencing on January 1, 1998 and expiring on December 31, 1999. The parties however, collectively and voluntarily agreed to extend the term of the agreement to December 31, 2000 with the inclusion of a 3.5% base salary increase effective (retroactive to) January 1, 2000. The parties also collectively and voluntarily agreed to extend all of the terms and conditions of the agreement resulting from this award thru December 31, 2000.

SALARIES. After much deliberation and consideration of all relevant factors, the parties unanimously agreed to the following.

The terms of this award provide for the following:

WAGES

Effective on and retroactive to:

January 1, 1998, base wages shall be increased 3.5%
January 1, 1999, base wages shall be increased 3.5%
January 1, 2000, base wages shall be increased 3.5%¹

HEALTH CARE

Effective January 1, 1998, members of the bargaining unit shall contribute towards the cost of health care as follows. For those employees in either Care Plus or Secure Blue Extra (the indemnity plan), beginning based upon \$32,000.00 of salary -

2% of \$32,000 salary for family coverage
1.5% of \$32,000 salary for two person coverage
1.0 % of \$32,000 salary for individual coverage

¹The January 1, 2000 increase is the result of the parties mutual agreement to enter into a third year voluntarily with the consent of the City and the PBA.

For those employees in the HMO option -

- 1.0% of \$32,000 salary for family coverage
- .75% of \$32,000 salary for two person coverage
- .5% of \$32,000 salary for individual coverage

The \$32,000 figure will adjust in accordance with the wage increases paid each year.

The applicable insurance contribution shall be deducted by the City from the amount of retroactive wage payments due pursuant to this award.

Members of the bargaining unit may elect to participate in the Section 125 Plan offered by the City. Such election shall not be retroactive.

PERSONAL LEAVE

Effective January 1, 1999, personal leave shall be 48 hours per annum. The increased 1999 accrual may be used between the date of execution of this award and December 31, 2001.

The sell back provision remains capped at 25.5 hours.

SICK LEAVE

Effective, January 1, 1999, members of the unit shall receive twelve (12) additional hours per annum of sick leave. There are no other changes to the use and accumulation of sick

leave language in the Agreement.

HOLIDAY

Effective, January 1, 2000, members of the bargaining unit shall receive a floating holiday.

VETERAN'S LEAVE

Effective January 1, 2000, veteran's time shall be increased by seven (7) hours.

RANGE QUALIFICATION

Article XX, RANGE QUALIFICATION, shall be amended to read that each officer shall qualify with the "department issued firearm."

DARE FUNDS

DARE funds shall be identified as a line item in the Police Department budget, but with no City funds contained therein. The City shall administer the fund in accordance with its finance and accounting procedures.

GRIEVANCE AND ARBITRATION PROCEDURE

Article XXII, GRIEVANCE AND ARBITRATION PROCEDURE,
subdivision 5., Procedure, Step Four, shall be modified to read
as follows. "The Association may, within fifteen (15) days of
receipt of the Mayor's decision or within fifteen (15) days of
when the Mayor's decision was due, whichever is earlier, serve a
demand for arbitration on the Mayor. Compliance with the time
limits and steps of the grievance procedure shall be a condition
precedent to arbitration.

AWARD

1. The term of this award shall be for two years commencing January 1, 1998. The parties voluntarily agreed to enter into an agreement for the period January 1, 2000 to December 31, 2000.

2. Salaries will be increased as follows.

Effective on and retroactive to:

January 1, 1998, base wages shall be increased 3.5%

January 1, 1999, base wages shall be increased 3.5%

*January 1, 2000, base wages shall be increased 3.5%

* As a result of the parties voluntary agreement.

3. Effective January 1, 1998, members of the bargaining unit shall contribute towards the cost of health care as follows. For those employees in either Care Plus or Secure Blue Extra (the indemnity plan), beginning based upon \$32,000.00 of salary,

2% of \$32,000 salary for family coverage

1.5% of \$32,000 salary for two person coverage

1.0 % of \$32,000 salary for individual coverage

For those employees in the HMO option -

1.0% of \$32,000 salary for family coverage

.75% of \$32,000 salary for two person coverage

.5% of \$32,000 salary for individual coverage

The \$32,000 figure will adjust in accordance with the wage increases paid each year. The applicable insurance contribution shall be deducted by the City from the amount of retroactive wage payments due pursuant to this award.

Members of the bargaining unit may elect to participate in the Section 125 Plan offered by the City. Such election is not retroactive.

4. Effective January 1, 1999, personal leave shall be 48 hours per annum. The increased 1999 accrual may be used between the date of execution of this award and December 31, 2001.

The sell back provision remains capped at 25.5 hours.

5. Effective, January 1, 1999, members of the unit shall receive twelve (12) additional hours per annum of sick leave. There are no other changes to the use and accumulation of sick leave language in the Agreement.
6. Effective, January 1, 2000, members of the bargaining unit shall receive a floating holiday.
7. Effective January 1, 2000, veteran's time shall be increased by seven (7) hours.
8. Article XX, RANGE QUALIFICATION, shall be amended to read that each officer shall qualify with the "department issued firearm."
9. DARE funds shall be identified as a line item in the Police Department budget, but with no City funds contained therein. The City shall administer the fund in accordance with its finance and accounting procedures.
10. Article XXII, GRIEVANCE AND ARBITRATION PROCEDURE, subdivision 5., Procedure, Step Four, shall modified to read as follows. "The Association may, within fifteen (15) days of receipt of the Mayor's decision or within fifteen (15) days of when the Mayor's decision was due, whichever is earlier, serve a demand for Arbitration on the Mayor. Compliance with the time limits and steps of the grievance procedure shall be a condition precedent for arbitration.
11. The parties agree to draft a Collective Bargaining Agreement commensurate with this award.

08/02/2000

PATROLMAN - STARTING
CONTRACT PERIOD 1/1/98 - 12/31/2000

TIME PERIOD	ANNUAL WAGES	WEEKLY WAGES	FIRST SHIFT HOURLY WAGES	SECOND SHIFT WEEKLY WAGES	SECOND SHIFT HOURLY WAGES	THIRD SHIFT WEEKLY WAGES	THIRD SHIFT HOURLY WAGES	OVERTIME FIRST SHIFT HOURLY WAGES	OVERTIME SECOND SHIFT HOURLY WAGES	OVERTIME THIRD SHIFT HOURLY WAGES
3.00% 1/1/97-12/31/97	25191.8335	484.4583	12.1115	494.1458	12.3536	501.4126	12.5353	18.3194	18.6828	18.9553
<hr/>										
3.50% 1/1/98 - 12/31/00	26073.6320	501.4160	12.5354 12.5354	511.4409	12.7860	518.9620	12.9740	18.9608	19.3367	19.6187
3.50% 1/1/99 - 12/31/99	26986.1280	518.9640	12.9741 12.9741	529.3413	13.2335	537.1257	13.4281	19.6242	20.0135	20.3054
3.50% 1/1/00 - 12/31/00	27930.6560	537.1280	13.4282 13.4282	547.8683	13.6967	555.9251	13.8981	20.3110	20.7140	21.0161

08/02/2000

PATROLMAN - OVER ONE
 CONTRACT PERIOD 1/1/98 - 12/31/2000

TIME PERIOD	ANNUAL WAGES	WEEKLY WAGES	FIRST SHIFT HOURLY WAGES	SECOND SHIFT WEEKLY WAGES	SECOND SHIFT HOURLY WAGES	THIRD SHIFT WEEKLY WAGES	THIRD SHIFT HOURLY WAGES	OVERTIME FIRST SHIFT HOURLY WAGES	OVERTIME SECOND SHIFT HOURLY WAGES	OVERTIME THIRD SHIFT HOURLY WAGES
3.00% 1/1/97-12/31/97	30095.1926	578.7537	14.4688	590.3301	14.7582	599.0114	14.9753	21.8556	22.2896	22.6152
					PATROLMAN OVER TWO			22.0460	22.4800	22.8056
3.50% 1/1/98-12/31/98	31148.4160	599.0080	14.9752	610.9917	15.2747	619.9768	15.4994	22.6205	23.0697	23.4067
			14.9752		PATROLMAN OVER TWO			22.8176	23.2668	23.6038
3.50% 1/1/99-12/31/99	32238.6278	619.9736	15.4993	632.3764	15.8094	641.6760	16.0419	23.4123	23.8772	24.2260
			15.4993		PATROLMAN OVER TWO			23.6162	24.0811	24.4299
3.50% 1/1/00-12/31/00	33366.9440	641.6720	16.0418	654.5095	16.3627	664.1346	16.6034	24.2317	24.7129	25.0739
			16.0418		PATROLMAN OVER TWO			24.4428	24.9240	25.2850

PATROLMAN - OVER THREE
 CONTRACT PERIOD 1/1/98-12/31/2000

TIME PERIOD	ANNUAL WAGES	WEEKLY WAGES	FIRST SHIFT HOURLY WAGES	SECOND SHIFT WEEKLY WAGES	SECOND SHIFT HOURLY WAGES	THIRD SHIFT WEEKLY WAGES	THIRD SHIFT HOURLY WAGES	OVERTIME FIRST SHIFT HOURLY WAGES	OVERTIME SECOND SHIFT HOURLY WAGES	OVERTIME THIRD SHIFT HOURLY WAGES
3.00%										
1/1/97-12/31/97	33739.3882	648.8344	16.2209	661.8011	16.5453	671.5441	16.7886	24.3313	24.8179	25.1829
								24.6739	25.1605	25.5255
								24.8833	25.3699	25.7349
								24.9594	25.4461	25.8110
								25.0355	25.5222	25.8872
								25.1118	25.5983	25.9633
<hr/>										
3.50%										
1/1/98-12/31/98	34920.2880	671.5440	16.7886	684.9641	17.1244	695.0481	17.3762	25.5375	26.0411	26.4189
			16.7886					25.7542	26.2578	26.6356
								25.8330	26.3367	26.7144
								25.9117	26.4155	26.7933
								25.9907	26.4942	26.8720
								25.9907	26.4942	26.8720
<hr/>										
3.50%										
1/1/99-12/31/99	36142.4960	695.0480	17.3762	708.9379	17.7237	719.3748	17.9844	26.4313	26.9526	27.3436
			17.3762					26.6556	27.1769	27.5679
								26.7371	27.2585	27.6494
								26.8187	27.3400	27.7310
								26.9004	27.4215	27.8125
								26.9004	27.4215	27.8125
<hr/>										
3.50%										
1/1/00-12/31/00	37407.5520	719.3760	17.9844	733.7507	18.3441	744.5529	18.6138	27.3564	27.8959	28.3006
			17.9844					27.5886	28.1281	28.5327
								27.6729	28.2125	28.6171
								27.7573	28.2969	28.7016
								27.8419	28.3813	28.7860
								27.8419	28.3813	28.7860

DETECTIVES
 CONTRACT 1/1/9812/31/2000

TIME PERIOD	ANNUAL WAGES	WEEKLY WAGES	FIRST SHIFT HOURLY WAGES	SECOND SHIFT WEEKLY WAGES	SECOND SHIFT HOURLY WAGES	THIRD SHIFT WEEKLY WAGES	THIRD SHIFT HOURLY WAGES	OVERTIME FIRST SHIFT HOURLY WAGES	OVERTIME SECOND SHIFT HOURLY WAGES	OVERTIME THIRD SHIFT HOURLY WAGES
3.00% 1/1/97-12/31/97	38125.5987	733.1846	18.3296	747.8472	18.6962	758.8449	18.9711	27.4944	28.0443	28.4567
								27.8370	28.3869	28.7993
								28.0463	28.5963	29.0086
								28.1225	28.6724	29.0848
								28.1987	28.7485	29.1610
								28.2748	28.8246	29.2371
3.50% 1/1/98-12/31/98	39459.8880	758.8440	18.9711	774.0219	19.3506	785.4045	19.6351	28.4567	29.0259	29.4527
			18.9711					28.8113	29.3804	29.8073
								29.0279	29.5972	30.0239
								29.1068	29.6759	30.1028
								29.1857	29.7547	30.1816
								29.2644	29.8335	30.2604
3.50% 1/1/99-12/31/99	40841.0080	785.4040	19.6351	801.1126	20.0278	812.8936	20.3223	29.4527	30.0418	30.4835
			19.6351					29.8197	30.4088	30.8505
								30.0439	30.6331	31.0747
								30.1255	30.7146	31.1564
								30.2072	30.7961	31.2380
3.50% 1/1/00-12/31/00	42270.5920	812.8960	20.3224	829.1516	20.7288	841.3449	21.0336	30.4835	31.0932	31.5505
			20.3224					30.8634	31.4731	31.9303
								31.0954	31.7052	32.1624
								31.1799	31.7896	32.2468
								31.2644	31.8740	32.3313

08/02/2000

SERGEANTS
 CONTRACT PERIOD 1/1/98-12/31/2000

TIME PERIOD	ANNUAL WAGES	WEEKLY WAGES	FIRST SHIFT HOURLY WAGES	SECOND SHIFT WEEKLY WAGES	SECOND SHIFT HOURLY WAGES	THIRD SHIFT WEEKLY WAGES	THIRD SHIFT HOURLY WAGES	OVERTIME FIRST SHIFT HOURLY WAGES	OVERTIME SECOND SHIFT HOURLY WAGES	OVERTIME THIRD SHIFT HOURLY WAGES
3.00%										
1/1/97-12/31/97	39137.7167	752.6484	18.8162	767.7015	19.1928	778.9912	19.4748	28.2243	28.7888	29.2122
				SERGEANTS OVER FIVE LESS THAN TEN				28.7763	29.3408	29.7641
				SERGEANTS OVER TEN LESS THAN FIFTEEN				28.8525	29.4169	29.8402
				SERGEANTS OVER FIFTEEN LESS THAN 20				28.9286	29.4930	29.9165
				SERGEANTS OVER TWENTY				29.0047	29.5692	29.9926
<hr/>										
3.50%										
1/1/98-12/31/98	40507.5840	778.9920	19.4748	794.5711	19.8643	806.2559	20.1564	29.2122	29.7964	30.2346
			19.4748	SERGEANTS OVER FIVE LESS THAN TEN				29.7835	30.3677	30.8058
				SERGEANTS OVER TEN LESS THAN FIFTEEN				29.8623	30.4465	30.8846
				SERGEANTS OVER FIFTEEN LESS THAN 20				29.9411	30.5253	30.9636
				SERGEANTS OVER TWENTY				30.0199	30.6041	31.0423
3.50%										
1/1/99-12/31/99	41925.3120	806.2560	20.1564	822.3810	20.5596	834.4748	20.8619	30.2346	30.8393	31.2928
			20.1564	SERGEANTS OVER FIVE LESS THAN TEN				30.8259	31.4306	31.8840
				SERGEANTS OVER TEN LESS THAN FIFTEEN				30.9075	31.5121	31.9656
				SERGEANTS OVER FIFTEEN LESS THAN 20				30.9890	31.5936	32.0473
				SERGEANTS OVER TWENTY				31.0708	31.6753	32.1288
3.50%										
1/1/00-12/31/00	43392.7520	834.4760	20.8619	851.1644	21.2792	863.6815	21.5921	31.2928	31.9187	32.3881
			20.8619	SERGEANTS OVER FIVE LESS THAN TEN				31.9048	32.5307	33.0000
				SERGEANTS OVER TEN LESS THAN FIFTEEN				31.9893	32.6150	33.0844
				SERGEANTS OVER FIFTEEN LESS THAN 20				32.0737	32.6994	33.1690
				SERGEANTS OVER TWENTY				32.1580	32.7839	33.2533



CAPTS
LIEUTENANT'S
CONTRACT PERIOD 1/1/98-12/31/2000

TIME PERIOD	ANNUAL WAGES	WEEKLY WAGES	FIRST SHIFT HOURLY WAGES	SECOND SHIFT WEEKLY WAGES	SECOND SHIFT HOURLY WAGES	THIRD SHIFT WEEKLY WAGES	THIRD SHIFT HOURLY WAGES	OVERTIME FIRST SHIFT HOURLY WAGES	OVERTIME SECOND SHIFT HOURLY WAGES	OVERTIME THIRD SHIFT HOURLY WAGES
3% 1/1/97-12/31/97	45399.7162	873.0715	21.8268	890.5337	22.2633	903.6297	22.5907	33.5206	34.1754	34.6665
<hr/>										
3.50% 1/1/98-12/31/98	46988.6560	903.6280	22.5907 22.5907	921.7024	23.0425	935.2567	23.3814	34.6938	35.3715	35.8798
3.50% 1/1/99-12/31/99	48633.3120	935.2560	23.3814 23.3814	953.9620	23.8490	967.9907	24.1997	35.9081	36.6095	37.1356
3.50% 1/1/00-12/31/00	50335.5840	967.9920	24.1998 24.1998	987.3506	24.6837	1001.8704	25.0467	37.1649	37.8909	38.4354

Chief

	<u>Yearly</u>	<u>Weekly</u>	<u>Hourly</u>
1998	51,846.99	997.0575	24.9264

1999	53,491.59	1028.6544	25.7171
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2000	55,363.80	1064.6884	26.6172
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2001	3,161.66%	3.17203%	3.5%
2002	3.225%		

MEMORANDUM OF AGREEMENT

WHEREAS, by Memorandum of Agreement between the City of Gloversville and the Gloversville Police Benevolent Association, Inc., Article XXXVI, Hours of Work of the collective bargaining agreement was modified to implement a twelve (12) hour shift schedule on a trial basis which will terminate on the 22nd day of April, 2000; and

WHEREAS, the City of Gloversville and the Gloversville Police Benevolent Association, Inc. have agreed to continue said twelve (12) hour shift schedule indefinitely;

NOW THEREFORE, the parties agree as follows:

1) The Memorandum of Agreement executed by the parties regarding the twelve (12) hour shift schedule and approved by the Common Council on December 28, 1999 is hereby extended and continued indefinitely, except that neither party may terminate the twelve (12) hour shift schedule by giving three (3) weeks written notice of the intention to terminate same as contained in paragraph "2" of said Memorandum of Agreement. The provision in the Memorandum of Agreement allowing either party to terminate the twelve (12) hour shift schedule is discontinued and of no further force or effect.

2) All other remaining terms and conditions of employment contained in said Memorandum of Agreement are hereby continued indefinitely.

3) This Memorandum of Agreement shall be considered the agreement of the parties to continue the twelve (12) hour shift schedule required by paragraph "2" of the Memorandum of Agreement approved by the Common Council on December 28, 1999.

CITY OF GLOVERSVILLE

By Abraham V. Seroussi
Abraham V. Seroussi, Mayor

GLOVERSVILLE POLICE BENEVOLENT
ASSOCIATION, INC.

By Blair Akers
Blair Akers, President

Sergeants

MEMORANDUM OF AGREEMENT

WHEREAS, pursuant to Article XXXVI, Hours of Work, of the Collective Bargaining Agreement by and between the CITY OF GLOVERSVILLE, (hereinafter "City") and the GLOVERSVILLE POLICE BENEVOLENT ASSOCIATION, INC., (hereinafter "P.B.A.") the parties wish to modify the current schedule in effect for uniformed Sergeants of the Gloversville Police Department, and

WHEREAS, the parties have reached agreement on a new schedule and wish to commit same to writing.

NOW THEREFORE, the parties agree as follows:

1) Effective January 2, 2000 at 6:00 a.m., uniformed Sergeants within the Department shall work twelve (12) hour shifts. The new schedule shall be implemented on a trial basis and shall terminate 6:00 a.m. on the 22nd of April, 2000.

2) Either party may terminate this trial schedule on or before April 22, 2000, by giving the other party a minimum of three (3) weeks' written notice of the intention to terminate the schedule. On or after April 22, 2000, both parties must agree in writing to continue this schedule. Absent the written agreement of both parties to continue the twelve (12) hour shift schedule, this agreement shall sunset and be of no further force or effect as of April 22, 2000, and the uniformed Sergeants will revert to the eight (8) hour schedule and the current accrual rates.

3) The schedule for the trial period is attached hereto and made a part hereof. Members' daily starting times shall be determined by the Chief of Police or his designee.

4) The parties agree that the implementation of the new schedule requires the conversion of accruals from day to hour increments. Those conversions are indicated as follows:

Paid Holidays - 102 hours per year.

Vacations - 187 hours per year.

Sick leave - accrues at 10.62 hours per month for 127.5 hours per year. Use of sick leave shall be charged based upon actual hours used.

- For unused sick leave sell back at retirement - 1360 hours.

- For unused sick leave sell back during the year, a member needs to have 255 hours accrued and can sell back 127.5 hours.

Personal Leave - 25.5 hours per year.

Bereavement Leave - still to be defined as three (3) work days.

Family Illness Leave - 42.5 hours per week.

Leave without pay for traumatic family illness - 119 hours allowed.

Hours of Work - work day is changed to twelve (12) hours from eight (8) hours.

Child Rearing Leave - maximum of 510 hours.

5) All leave taken pursuant to contract shall be charged based upon actual hours used.

6) With the implementation of this schedule, uniformed Sergeants, during the course of the year will be scheduled an additional 108 to 132 hours off, (the actual number of days or hours is dependent upon an individual uniformed Sergeant's work schedule), approximately 12 hours per month, for all months except June, July and August. The actual time off shall be determined by the Chief of Police or his designee.

7) Shift Differential. Attached hereto and made a part hereof is a memorandum description of the calculation applicable to the computation of shift differential as it applies to the new schedule. The parties acknowledge and stipulate that they have reviewed the attached memorandum and the computations outlined therein and agree to their implementation in conjunction with the new shift.

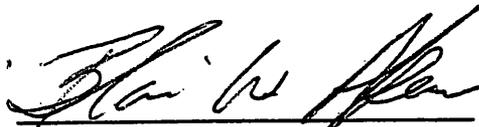
8) The work period for uniformed Sergeants will be changed to a twenty-eight (28) day work period as outlined in the Fair Labor Standards Act for the duration of the twelve (12) hour shift. A uniformed Sergeant working in excess of his/her twelve (12) hour shift shall be paid overtime at the applicable rate for all such time worked in excess of his/her regularly scheduled twelve (12) hour shift.

9) For uniformed Sergeants for the duration of the twelve (12) hour shift, no more than a total of one hundred fifty (150) hours of accrued vacation and paid holidays will be redeemable as pay in the first pay period in December.

10) The parties acknowledge the complexities inherent in implementing the twelve (12) hour shift and agree to use their best efforts to amicably resolve any issues which may arise as a result of the implementation of the new schedule.

AGREED TO:


City of Gloversville


Gloversville P.B.A.

MEMORANDUM OF AGREEMENT

WHEREAS, by Memorandum of Agreement between the City of Gloversville and the Gloversville Police Benevolent Association, Inc., Article XXXVI, Hours of Work, of the collective bargaining agreement was modified to implement a twelve (12) hour shift schedule on a trial basis which will terminate on the 26th day of April, 1998; and

WHEREAS, the City of Gloversville and the Gloversville Police Benevolent Association, Inc. have agreed to continue said twelve (12) hour shift schedule indefinitely;

NOW, THEREFORE, the parties agree as follows:

1. The Memorandum of Agreement executed by the parties regarding the twelve (12) hour shift schedule and approved by the City Council on December 23, 1997 is hereby extended and continued indefinitely, except that neither party may terminate the twelve (12) hour shift schedule by giving three (3) weeks written notice of the intention to terminate same as contained in paragraph "2" of said Memorandum of Agreement. The provision in the Memorandum of Agreement allowing either party to terminate the twelve hour shift schedule is discontinued and of no further force or effect.

Patrol
Officers

2. All other remaining terms and conditions of employment contained in said Memorandum of Agreement are hereby continued indefinitely.
3. This Memorandum of Agreement shall be considered the agreement of the parties to continue the twelve (12) hour shift schedule required by paragraph "2" of the Memorandum of Agreement approved by the City Council on December 23, 1997.

CITY OF GLOVERSVILLE

BY: 
Hon. Abraham Seroussi
Mayor of Gloversville

GLOVERSVILLE POLICE BENEVOLENT ASSOCIATION, INC.

BY: 

MEMORANDUM OF AGREEMENT

WHEREAS, pursuant to Article XXXVI, Hours of Work, of the Collective Bargaining Agreement by and between the CITY OF GLOVERSVILLE, (hereinafter "City") and the GLOVERSVILLE POLICE BENEVOLENT ASSOCIATION, INC., (hereinafter "P.B.A.") the parties wish to modify the current schedule in effect for patrol officers of the Gloversville Police Department, and

WHEREAS, the parties have reached agreement on a new schedule and wish to commit same to writing.

NOW THEREFORE, the parties agree as follows:

1) Effective January 4, 1998 at 6:00 a.m., patrol officers within the Department shall work twelve (12) hour shifts. The new schedule shall be implemented on a trial basis and shall terminate 6:00 a.m. or 7:00 a.m., whichever is applicable, on the 26th of April, 1998.

2) Either party may terminate this trial schedule on or before April 26, 1998, by giving the other party a minimum of three (3) weeks' written notice of the intention to terminate the schedule. On or after April 26, 1998, both parties must agree in writing to continue this schedule. Absent the written agreement of both parties to continue the twelve (12) hour shift schedule, this agreement shall sunset and be of no further force or effect as of April 26, 1998, and the Patrol Officers will revert to the eight and one-half (8.5) hour schedule.

3) The schedule for the trial period is attached hereto and made a part hereof. Members' daily starting times are not fixed and shall be determined by the Chief of Police or his designee.

4) The parties agree that the implementation of the new schedule requires the conversion of accruals from day to hour increments. Those conversions are indicated as follows:

Paid Holidays - 102 hours per year.

Vacations - after six (6) months continuous service - 42.5 hours
- after one (1) year continuous service - 85 hours
- after three (3) years continuous service - 127.5 hours
- after four (4) years continuous service - 187 hours

Sick Leave - accrues at 10.62 hours per month for 127.5 hours per year. Use of sick leave shall be charged based upon actual hours used.

- For unused sick leave sell back at retirement -1360 hours.

- For unused sick leave sell back during the year, a member needs to have 255 hours accrued and can sell back 127.5 hours.

Personal Leave - Commencement of continuous service - 8.5 hours

- after one (1) year continuous service - 17 hours

- after two (2) years continuous service - 25.5 hours

Bereavement Leave - still to be defined as three (3) work days.

Family Illness Leave - 42.5 hours per week.

- Leave without pay for traumatic family illness - 119 hours allowed

Hours of Work - work day is changed to twelve (12) hours from 8.5 hours

Child Rearing Leave - maximum of 510 hours .

5) All leave taken pursuant to contract shall be charged based upon actual hours used.

6) With the implementation of this schedule, patrol officers, during the course of the year, will be scheduled an additional nine (9) to eleven (11) days off, (the actual number of days is dependent upon an individual officer's work schedule), approximately one (1) day per month, for all months except June, July and August. The actual days off shall be determined by the Chief of Police or his designee.

7) Shift Differential. Attached hereto and made a part hereof is a memorandum description of the calculation applicable to the computation of shift differential as it applies to the new schedule. The parties acknowledge and stipulate that they have reviewed the attached memorandum and the computations outlined therein and agree to their implementation in conjunction with the new shift.

8) The work period for patrol officers will be changed to a twenty-eight (28) day work period as outlined in the Fair Labor Standards Act for the duration of the twelve (12) hour shift. An officer working in excess of his/her twelve (12) hour shift shall be paid overtime at the applicable rate for all such time worked in excess of his/her regularly scheduled twelve (12) hour shift.

9) For patrol officers only for the duration of the twelve (12) hour shift, no more than a total of one hundred fifty (150) hours of accrued vacation and paid holidays will be redeemable as pay in the first pay period in December.

10) The parties acknowledge the complexities inherent in implementing the twelve (12) hour shift and agree to use their best efforts to amicably resolve any issues which may arise as a result of the implementation of the new schedule.

AGREED TO:


City of Gloversville


Gloversville P.B.A.