

MEMORANDUM OF AGREEMENT

CITY OF NIAGARA FALLS, NEW YORK
and
NIAGARA FALLS POLICE CLUB, INC.

THIS AGREEMENT executed on the ____ day of July, 2022 between the **CITY OF NIAGARA FALLS, NY** (hereinafter “the City”) and the **NIAGARA FALLS POLICE CLUB, INC.** (hereinafter “the Union”),

WITNESSETH:

WHEREAS, the parties hereto are parties to a collective bargaining agreement covering the period January 1, 2019 through December 31, 2025 governing the terms and conditions of employment in the Niagara Falls Police Department (hereinafter “the CBA), and

WHEREAS, the parties wish to implement a work schedule consisting of 12 hour tours for its police dispatchers, and

WHEREAS, in order to implement said work schedule, the parties hereto wish to amend and clarify various provisions of the collective bargaining agreement as set forth hereinafter,

NOW, THEREFORE, the parties hereto agree as follows:

1. **Applicability**. The 12 hour shifts described in this agreement shall apply to all full and part time police dispatchers employed by the Niagara Falls Police Department and shall be added to the CBA as Section 5.02(c).

2. **Work Schedule**. The work schedule for all police dispatchers shall be as set forth on the chart annexed hereto as Exhibit A. Shift number 1 shall commence at 7:00 a.m. and run to 7:00 p.m.; shift number 2 shall commence at 7:00 p.m. and run to 7:00 a.m.

3. **Shift Differential**. All police dispatchers working shift number 2 shall be paid in accordance with Section 6.02 of the CBA.

4. **Bidding of shifts**. A schedule shall be posted for bidding in accordance with the CBA. Bidding of shifts shall be limited to full time police dispatchers, who shall in all circumstances have preference over part time police dispatchers.

5. **Staffing**. The parties acknowledge that at the present time there are only three full time police dispatchers employed by the Niagara Falls Police Department and that that number is not sufficient to fully staff the work schedule set forth above. The City acknowledges that its goal is to hire not less than 2 more police dispatchers as soon as feasible. Full time police dispatchers have first access to any overtime slots and only if available overtime shifts cannot be filled with full-time dispatchers may the shifts be offered to part-time dispatchers.

6. **Shift swaps.** Mutually agreed upon shift swaps will be permitted.

7. **Compensatory Time Off.** Police dispatchers working the 12 hour shift will work 84 hours in a pay period, which represents four hours of overtime. In compensation for that extra four hours, all police dispatchers working the 12 hour shift will receive 6 hours of compensatory time per pay period. The compensatory time accumulated during the trial period will be recorded as accrued compensatory time and be subject to the applicable provisions of the CBA. Compensatory days off may be scheduled on 48 hours notice to the Superintendent of Police or his designee.

8. **Overtime.** When a police dispatcher is required or authorized to work in excess of 12 hours per day or 84 hours per pay period, he shall be paid at the rate of one and one-half times his regular rate of pay for all such time.

9. **Paid Leave Accruals.** Police dispatchers shall continue to accrue all paid leave provided for in the CBA as set forth in the CBA. Vacation Days, Personal Days, and Holiday Pay will all be earned at 12 hours per day. Any officer who uses any paid leave benefit under the CBA while working 12 hours shifts will be charged 12 hours per day for the time. Upon retirement or separation from service, all accruals shall be paid to the member on the basis of 12 hours per day.

10. **Implementation.** The parties acknowledge the complexities inherent in transitioning to a 12 hour shift system and agree to use their best efforts to amicably resolve any issues that may arise as a result of the implementation of the new schedule.

11. **Existing Agreement.** The parties agree that all terms and conditions of the existing CBA not specifically modified by this agreement shall remain in full force and effect.

12. **Waiver.** All participating police dispatchers shall sign a written memorandum waiving their rights to be compensated at the overtime rate of time and one-half for working more than 8 hours in any 24 hour period.

By affixing their signatures to this document in the space provided below, each signatory affirmatively represents that he or she does so pursuant to the due and lawful authority of the entity on behalf of which they sign.

Dated: July ____, 2022

City of Niagara Falls, New York

Niagara Falls Police Club, Inc.

Robert M. Restaino, Mayor

Gabriel Gonzalez, President

Attest: _____
City Clerk