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Contract Database Metadata Elements

Title: **New York, State of and Police Benevolent Association of the New York State Troopers, Inc. (1999) (MOA)**

Employer Name: **New York, State of**

Union: **Police Benevolent Association of the New York State Troopers, Inc.**

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Memorandum of Understanding

Between the State of New York and the Police Benevolent Association of the New York State Troopers Inc. for the units consisting of all Troopers and Commissioned and Non-Commissioned officers of the Division of State Police.

The parties do hereby agree to extend the 1991-95 negotiated Agreements until March 31, 1999. The parties understand that certain benefits specified in the Agreements are not in effect or have been modified by the Awards of the Public Arbitration panels which pursuant to Public Employment Relations Board (PERB) decision are not Agreements within the meaning of the Public Employees Fair Employment Act. In addition, the parties recognize that as a result of the negotiations, certain revisions will be made to the New York State Police Administrative Manual or Protocols as specified in a Letter of Understanding dated February 1, 1999 from Deputy Superintendent Corbitt to Alan G. Wohlford, PBA President.

Dated February 1, 1999

**New York State Governor's Office of
Employee Relations**

/s/ Linda Angello, Director
Ronald J. Kurach, Associate Director
Richard W. McDowell, Associate Counsel

**Police Benevolent Association of the New
York State Troopers**

/s/ Alan G. Wohlford, President
William F. Sheehan, Of Counsel

NEW YORK STATE POLICE
BUILDING 22
1220 WASHINGTON AVE.
ALBANY, NY 12226-2252

February 1, 1999

Mr. Alan G. Wohlford
President
Police Benevolent Association
New York State Troopers
112 State Street
Albany, New York 12207

Dear Mr. Wohlford:

During the recent negotiations between the State of New York and The Police Benevolent Association of the New York State Troopers, Inc. (PBA), for the Units consisting of Majors, Captains, Lieutenants, Non-Commissioned Officers and Troopers in the Division of State Police, an agreement was reached to provide for certain procedural items relating to operational matters affecting members of Units. This letter confirms these matters.

1. Article 16 (Members Rights)

With the concurrence of the Governor's Office of Employee Relations (GOER), Article 16 shall be amended as set forth in Exhibit A.

2. Rule 3

The Division agrees to amend Rule 3 (Disciplinary Action), as set forth at 9 NYCRR Section 479, by adding the following language at an appropriate location in Section 479:

The members of the hearing board shall have no ex parte communications regarding the subject of the hearing with Division Counsel, Division Counsel staff, the accused member's attorney, or the member's union representative during the hearing. If the presiding officer wishes to consult with Division Counsel during the hearing, the communication shall be made in the presence of the assigned Division attorney, the accused member's attorney, and the member's union representative. The assigned Division attorney, the member's attorney, and the member's union representative may not participate in any discussion between the presiding officer and the Division Counsel.

3. Personal Leave

Division agrees to revise the New York State Police Administrative Manual to provide the following:

(See Exhibit B).

4. Split Weekends

Division agrees to revise the New York State Police Administrative Manual to provide the following:

For the purpose of this section, the term Station Sergeants shall be used when referring to Station Commanders and Line Sergeants, while the term Zone Sergeants shall remain self-explanatory.

Station Sergeants shall be scheduled in accordance with split weekends (Friday-Saturday or Sunday-Monday), provided that adequate coverage is maintained and an equal number of Station Sergeants are scheduled during the split weekend period.

Zone Sergeants shall be scheduled in accordance with split weekends (Friday-Saturday and Sunday-Monday), for the purpose of providing Zone supervision in the absence of the Zone Commander. The scheduling of Zone Sergeants will include the A, B and C Tour, and must not reduce the number of Station Sergeants scheduled during the split weekend period.

The Division of State Police maintains the right to alter the scheduling of split weekends, when necessary, to fulfill its obligation to public safety.

5. Scheduling — 12-hour Work Day

Pilot Program

As soon as practicable after the execution of the Memorandum of Understanding between the State of New York and the PBA, Division and PBA shall meet to discuss the implementation of a pilot program to evaluate a 12-hour workday schedule for certain members of the Trooper Unit. A written agreement governing the terms of such pilot program will be developed.

6. Extreme Emergency Overtime

PBA will be provided with a copy of a letter sent by the Governor's Office of Employee Relations (GOER) to the Division of the Budget (DOB) regarding the processing of applications for G-140 Overtime Requests.

7. Vacation Selection Year

Effective April 1, 2000, the "vacation year" shall for members of the Trooper Unit and Supervisors Unit begin on April 1 instead of September 1. The Division and the PBA will hold labor management meetings as necessary to develop procedures for transitioning to the new vacation year. With the concurrence of GOER, Article 13.1 of the 1991-99 Agreements for the Trooper Unit and Supervisors Unit will be modified as appropriate to reflect the change in the vacation year.

Sincerely,
/s/ Harry J. Corbitt
Deputy Superintendent

Exhibit A

§16.1 D. Occasions will arise when there is a need for inquiry into a member's official actions or activities either as a principal or as a witness so that there will be a recording of facts, for the protection of the member or of the Division, or to rebut, explain or clarify any allegations, criticism or complaints made against a member of the Division. Under such circumstances members must, when questioned by a superior officer conducting an inquiry, properly respond, and if requested, provide memoranda concerning their official activities that detail the facts regarding the incident. Such memoranda will not be considered as admissions against self-interest in evidence submitted in a disciplinary proceeding under Rule 3 of the Rules, unless the member was offered the representation to which the member is entitled in an interrogation pursuant to paragraph 16.2A(8) below. In those instances where such inquiry has been completed, members clearly identified as principals shall be entitled to consult with a PBA representative before submitting any additional written memoranda or statements.

§16.2 A. 8 New Last Sentence

If during an interview of a witness in a complaint against personnel investigation, information is developed which could be used against the witness in a disciplinary action, that witness shall not be further questioned about that specific information without first offering that member a reasonable opportunity to contact and consult with an attorney and/or a PBA troop representative.

§16.2 A. 13 Resignation. A member who is advised that he or she is alleged to have been guilty of misconduct or incompetency, and who is, as a result, given the option of resigning, shall be provided a resignation form stating that:

- a. he or she is submitting the resignation voluntarily.
 - b. he or she may decline to resign and instead demand that Division formally serve the member with any charges of alleged misconduct.
 - c. he or she may request a hearing pursuant to Rule 3 of the New York State Police Rules and Regulations.
 - d. he or she was not denied an opportunity to consult with a PBA troop representative.
1. Grievances hereunder will be filed at Step three of the grievance procedure outlined in Article 15. Such grievances are not arbitrable.
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Exhibit B

8F2 Scheduling Guidelines

- b. All work schedules should be prepared sufficiently in advance to allow them to be approved and posted on the bulletin boards at least two weeks before the previous work schedule expires. Members seeking to gain preapproval for personal or unscheduled annual leave should submit their request thirty days prior to the effective date of the new schedule.
 - 1. Supervisors should incorporate requested leave during the preparation of the proposed schedule to balance and provide necessary coverage for each duty tour.
 - 2. In cases where the member can not be granted preapproved leave due to operational requirements, he or she shall be notified prior to the affected schedule posting.
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STATE OF NEW YORK
GOVERNOR'S OFFICE OF EMPLOYEE RELATIONS
2 Empire State Plaza Ste 1201
Albany, New York 12223-1250
www.goer.state.ny.us

LINDA ANGELLO
Director
(518) 474-6988

February 1, 1999

Mr. Jim Sciacca
Division of the Budget
Room 127
State Capitol
Albany, New York 12242

Dear Jim:

This will confirm our understanding that Extreme Emergency Overtime Requests submitted to Division of the Budget (DOB) by the Division of State Police (DSP) shall be approved or denied by DOB within 12 weeks from the date DOB receives the request.

It is also understood that if additional information not contained in the initial submission by DSP is required in order for DOB to make a determination, the 12-week time frame shall commence from the date the additional information is received by DOB. (A determination if additional information is needed will be made as soon as possible once the submission is received from DSP.)

It is further understood that it is in the mutual interests of DOB, Office of Employee Relations (OER), DSP and the represented members of the Division to have Extreme Emergency Overtime Requests determined as expeditiously as possible.

Sincerely,

Ronald J. Kurach
Associate Director

cc: Alan Wohlford