

MEMORANDUM OF AGREEMENT

By and Between

Police Benevolent Association of New York State Troopers, Inc.

and

New York State , Division of State Police

This Agreement, by and between the Police Benevolent Association of New York State Police Troopers, Inc. ("PBA") and the New York State, Division of State Police ("Division").

WHEREAS, the State of New York ("State") and the PBA are parties to a collective bargaining agreement for the bargaining unit consisting of all Commissioned and Non-Commissioned Officers within the Division with a stated term from April 1, 2018 through March 31, 2023 ("2018-2023 MOA"); and

WHEREAS, the parties have met and discussed the implementation of a pilot program for Commissioned Officers to experience and evaluate a ten-hour work schedule and as a result, the parties have agreed to certain terms and conditioned for this pilot program; and by this Memorandum of Agreement have reduced that agreement to writing; and

NOW, THEREFORE, in consideration of the mutual premise contained herein and for other good and valuable consideration, it is hereby agreed as follows:

1. The parties will participate in a pilot program that will implement a ten-hour workday schedule for all Commissioned Officers in Troop D and F except Troop Commanders, Administrative Captains, BCI Captains and officers assigned to OEM and VGNET. All other Commissioned Officers are remaining on an eight-hour workday schedule for the trial period ("Pilot"). By means of this Pilot, the parties shall determine, through experience and evaluation, whether a ten-hour workday schedule is a preferred alternative to the current scheduling system. The parties will use their best efforts to ensure the success of the Pilot and, towards that end, the parties will in good faith attempt to expeditiously identify, discuss and resolve problems that arise during the course of the Pilot.

2. The pilot shall begin on August 1st, 2024, on which date the existing schedule shall convert to a ten-hour work day schedule, for the participating members as identified in paragraph 3. All other Commissioned Officers are remaining on an eight-hour workday schedule.
3. The Schedule and the terms of this Agreement shall apply to all Commissioned Officers assigned to Troop D and F, except Troop Commanders, Administrative Captains, BCI Captains and officers assigned to OEM and VGNET.
4. The Pilot shall continue for a period of six 28-day schedules from the date it is implemented. At the end of the term of the Pilot, the parties have the option to:
 - a. By mutual agreement to extend, and if agreed to modify, the Pilot for a period of an additional six 28-day schedules or any other agreed upon period; or
 - b. If either party shall so elect, to end the Pilot and return to the existing scheduling system, at which point the provisions of this Agreement shall become null and void.

In the event that the parties agree to extend the Pilot, the terms of this Agreement, except as modified by mutual agreement, shall continue to apply to those Members working under the Schedule.

5. For the term of the Pilot the ten-hour workday 28-day schedule which is annexed hereto, made a part hereto and incorporated by reference as **Exhibit "1"** shall apply to PBA bargaining unit members participating in the Pilot and, for these participating members only.
6. The implementation of this Pilot is not intended to diminish or impair the existing rights of the parties under Article 15 of the Collective Bargaining Agreement.
7. PBA and Division will establish a joint committee consisting of representatives from both parties that will meet at least once per month during the life of the Pilot to discuss and evaluate the Pilot, to share relevant information concerning its implementation and operation and to address any problems encountered and, if mutually agreed upon, modify this Agreement.
8. Except as modified or superseded herein, the provision of the Collective Bargaining Agreement shall continue in effect for the Pilot.

9. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original and together shall constitute one and the same Agreement. Facsimile or other electronically transmitted signatures on this Agreement shall be deemed to have the same force and effect as original signatures. A photocopy, facsimile, portable document format, or other such copy of this Agreement shall be deemed an original for all purposes.

Date: 7/15/2024

**POLICE BENEVOLENT ASSOCIATION of
NEW YORK STATE TROOPERS, INC.**



By: Charles W. Murphy, President

Date: 7/12/24

**STATE OF NEW YORK,
DIVISION of STATE POLICE**



By: Colonel Carla A. DiRienzo
Deputy Superintendent