

## **MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT** by and between the Village of Chester (the "Village") and the Village of Chester Police Benevolent Association (the "PBA"), presently affiliated with Local 445, International Brotherhood of Teamsters.

**WHEREAS**, the Village and the PBA are parties to a certain collective bargaining agreement (the "CBA") covering the period June 1, 2012 through and including May 31, 2016; and

**WHEREAS**, a question has arisen with respect to the interpretation of Article 6, Section 6.1 and Article 5, Section 5.5 of the CBA.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Notwithstanding anything stated or contained in the CBA, the overtime provisions of Section 6.1 of the CBA shall not apply to any shift swap between full-time police officers (the "Employee" or "Employees"), except where:
  - (a) An Employee swaps an overtime shift with another Employee for an equivalent overtime shift; or
  - (b) An Employee swaps into a single shift (on his or her day off), and is later mandated or offered a second shift as overtime due to a vacancy in the schedule, whether planned or unplanned. It is understood and agreed that the swap into the single shift is not compensable as overtime.
2. Notwithstanding anything stated or contained in the CBA, if an Employee swaps a straight time shift with another Employee for an equivalent straight time shift, then the swap constitutes an even exchange and will not be counted as overtime, even if the swap results in one or both of the Employees participating in such shift swap working: (a) in excess of their regularly scheduled eight (8) hour tour of duty; (b) when not scheduled to work; (c) in excess of their scheduled workweek; or (d) in excess of forty (40) hours in any workweek.
3. An Employee may voluntarily swap a shift with another Employee which results in a double shift or tour of duty on a particular day or evening; however, subject to paragraph 1 hereof, any such double shift or tour of duty is not compensable as overtime.

4. The following examples are provided for purposes of clarification only:

\* **Example for subsection 1(a) above:** Employees, “Red” & “Green,” are each scheduled for 6 shifts (*i.e.*, 48 hours). “Red” and “Green” elect to swap shifts. If the shifts that are swapped were scheduled overtime shifts, then the shift swap has no effect on the entitlement of “Red” and “Green” to overtime.

\* **Example for subsection 1(b) above:** Employees “Red” and “Green” agree to swap shifts. “Red” comes in to work the shift that he swapped into, and another Employee known as “Blue” is unable to work the scheduled shift immediately following the one worked by “Red.” If “Red” is mandated or volunteers to take the shift that “Blue” was supposed to work, then payment for that second shift is at overtime.

\* **Example for paragraph 2 above:** Employees “Red” & “Green” are each scheduled for 5 shifts (*i.e.*, 40 hours) in week #1. “Red” works a day shift for “Green” on Monday in week #1, which was “Red’s” scheduled day off. This results in “Red” working 6 shifts in week #1 and “Green” working 4 shifts in that week. Thereafter, “Green” works for “Red” during week #2, which results in “Green” working 6 shifts in that week and “Red” working 4 shifts in that week. Accordingly, neither “Red” nor “Green” is entitled to overtime.

5. The matter(s) resolved by this Memorandum of Agreement is based solely upon its special and unique circumstances, and shall not establish or evidence a precedent or practice with regard to how any other matter involving the Village and any PBA bargaining unit member is handled or resolved in the future.

WHEREFORE, the parties hereto have executed this Memorandum of Agreement as of the date(s) set forth below.

FOR THE VILLAGE:

FOR THE PBA:

By: \_\_\_\_\_  
Philip Valastro, Mayor

By: \_\_\_\_\_  
Jason Jackler, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date