

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Village of Endicott (hereinafter "Village") and the Village of Endicott Police Benevolent Association (hereinafter "Association"), referred to collectively as the parties.

**WHEREAS**, the Village and the Association are parties to a collective bargaining agreement ("CBA"); and

**WHEREAS**, the Village and Association wish to memorialize the terms and conditions of a pilot program to pay a Fifteen Thousand Dollar (\$15,000.00) bonus to qualified lateral transfers to the Endicott Police Department ("Bonus");

**WHEREAS**, the Village intends to offer the Bonus to qualified individuals (other than current or former Endicott Police Officers), who hold a current/valid New York State certification as police officer.

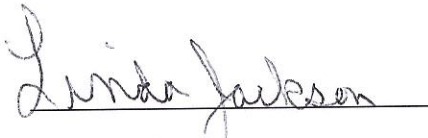
**WHEREAS**, upon execution of this Memorandum of Agreement by both the Village and the Association, the parties agree to comply with the following:

1. This Agreement does not set precedent.
2. This agreement does not preclude the Village from hiring provisional candidates for the position of police officer as it deems necessary.
3. The Bonus may be offered to qualified individuals from the effective date of this agreement through February 28, 2024 and shall expire without further notice unless mutually extended as set forth below.
4. No Bonus shall be earned or paid in the following events:
  - a. No Bonus shall be paid if the individual fails any post-offer requirement (background check, references, drug test, etc.), is not found medically or psychologically fit for full duty, or is not otherwise qualified for employment by the Village.

- b. No Bonus shall be paid to a current police officer of the Endicott Police Department unless hired on or after March 29, 2023, or former police officer of the Endicott Police Department, regardless of date of hire.
5. The Bonus will be paid, subject to payroll taxes and other withholdings, as follows:
  - a. **\$9,000.00** after thirty (30) days of continuous service (exclusive of non-vacation absences longer than three (3) continuous days in length);
  - b. **\$3,000.00** after one (1) full year of continuous service (exclusive of non-vacation absences longer than three (3) continuous days in length); and
  - c. **\$3,000.00** after two (2) full years of continuous service (exclusive of non-vacation absences longer than three (3) continuous days in length).
6. The Bonus amounts paid are subject to recoupment, including from any amounts due the individual by the Village, should the individual resign, be terminated or otherwise leave employment with the Village (except in the case of an individual killed in the line of duty or an individual suffering an injury resulting in the award of an accidental disability retirement or performance of duty disability retirement), as follows:
  - a. During the first year of completed service: If the individual completes less than one (1) year of continuous service as defined above, the **\$9,000.00** must be paid back in full.
  - b. During the second year of completed service: If the individual completes less than two (2) years of continuous service as defined above, the **\$12,000.00** must be paid back in full.
  - c. During the third year of completed service: If the individual completes less than three (3) years of continuous service as defined above, the **\$15,000.00** must be paid back in full.
7. Only one Bonus will be paid out to an individual. Those individuals who leave the employment of the Village after being paid all or part of the Bonus are not eligible for the Bonus in the event of re-employment by the Village.
8. Nothing in this Agreement compromises or waives any of the Village's management rights, including but not limited to the right to consider the qualifications of the individual for appointment; to make or decline appointments; or to terminate the individual's probationary appointment under the Civil Service Law.

9. The Bonus shall not be pensionable, added to the base salary or otherwise included for overtime purposes.
10. The Bonus program may be extended as evidenced by the written mutual agreement of the parties.
11. The parties agree that this Agreement is subject to approval of the Village Board of Trustees, and after ratification by the Association.

**FOR THE VILLAGE**



Linda Jackson      Date

Mayor, Village of Endicott

**FOR THE ASSOCIATION**

 4/4/2023

Dennis DeWitte      Date

President