

**8/12/21 FINAL
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter “MOA”) is entered into by and between the representatives for the **Town of Woodbury** (hereinafter “Employer”) and the **Town of Woodbury Police Benevolent Association, Inc., for all full and part-time Dispatchers**, (hereinafter “PBA”), affiliated with the **New York State Union of Police Associations, Inc.** (hereinafter “NYSUPA”), and referred to collectively as the parties.

WHEREAS, the Employer and the PBA are parties to a collective bargaining agreement which has an expiration date of **December 31, 2023** (hereinafter “CBA”); and

WHEREAS, the parties have now reached an agreement as of the date of execution of this MOA on amending Article 5 – Workday, Workweek and Work Schedule, and wish to memorialize their understanding, in writing, to be attached to the CBA, and thereafter incorporated into Article 5 in the successor CBA; and

WHEREAS, upon execution and ratification of this MOA by the representatives of both the Employer and PBA, the parties agree to comply with the following:

1. The MOA is subject to ratification by the PBA first (1st), and then legislative approval by the Town Board as set forth herein. All parties who sign this MOA shall support and endorse it for ratification by their respective bodies.
2. All terms and conditions of the CBA, which has an expiration date of **December 31, 2023**, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than **August 31, 2021**.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this MOA, the Town Supervisor shall be notified, in writing, by NYSUPA of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this MOA, the Town Supervisor shall then place this matter on the agenda for its next regularly scheduled or special meeting of the Town Board after written notification of successful passage by the PBA is received from NYSUPA, to be held no later than **September 13, 2021**, at which its ratification vote of this MOA shall be conducted.
6. After the successful ratification vote by the PBA and Town Board, all new terms and conditions shall be implemented on the date following the Town Board’s successful ratification vote as set forth in number 5 above.
7. The parties agree that after the successful ratification votes by the parties, this MOA shall have the full force and effect of the CBA through the Grievance Procedure.

1. **ARTICLE 5 WORKDAY, WORKWEEK AND WORK SCHEDULE (pp. 3-4)**

Work Schedule – Add the following to read as follows:

Effective **on or about September 13, 2021**, the work schedule for all full-time employees who work the “A”, “B”, and/or “C” line tours of duty shall be Monday through Friday, with Saturday and Sunday off as pass days. The work schedule for the “D” line full-time employee shall be Thursday through Monday, with Tuesday and Wednesday off as pass days. The “D” line full-time employee shall be paid the night differential for all hours, or part thereof worked into the “C” line tour of duty in this Agreement. The Senior Dispatcher/Clerk shall work 8:00 a.m. to 4:00 p.m., and shall not be paid a night differential for the one (1) hour worked into the “C” line tour of duty as set forth in this Agreement. In recognition of the full-time employee of being scheduled to work Saturdays and Sundays on the “D” line tour of duty, he/she shall be credited with nine (9) “work schedule adjustment days” off on January 1st of each year, and pro-rated only for the year 2021, which shall not accumulate from year to year. The “work schedule adjustment day” shall require the prior approval of the Chief of Police or designee, which shall not be unreasonably denied. The full-time “D” line tour of duty employee shall not be entitled to use more than one (1) “work schedule adjustment day” a calendar month, without the prior approval of the Chief of Police or designee. No employee shall be removed from his/her respective work schedule as set forth herein. In the event of an emergency, however, a full-time employee may be directed/ordered to report to work by the Chief of Police, or designee.

The work schedule described herein may have a full-time employee scheduled to work less than forty (40) hours in a workweek. In that event, the Employer shall pay that employee for forty (40) hours as if he/she had worked. Employees retain the right to “mutually switch/swap” tours of duty with prior approval of the Chief of Police, or designee, which shall not be unreasonably denied.

Tours of Duty – Add the following to read as follows:

Effective **on or about September 13, 2021**, there shall be four (4) permanent tours of duty for all employees as follows:

- “A” line tour of duty - 11:00 p.m. to 7:00 a.m. Primary
- “B” line tour of duty - 7:00 a.m. to 3:00 p.m. Primary
- “C” line tour of duty - 3:00 p.m. to 11:00 p.m. Primary
- “D” line tour of duty - 11:00 a.m. to 7:00 p.m. (only when there is a 4th full-time employee hired and actually working)

The bidding of the permanent tours of duty shall be by seniority by full-time employees, starting November 15th, and completed by December 1st of each year for the ensuing calendar year for the above tours of duty. In the event there are four (4) full-time employees, and no one selects the “D” line tour of duty, it shall be assigned to the least senior full-time employee. The work schedule for the “A”, “B” and “C” line tours of duty shall be Monday through Friday, with Saturday and Sunday off as pass days. Only when there is a fourth (4th) full-time employee hired and actually working, as set forth above, the “D” line tour of duty will be filled, and work Thursday

through Monday, with Tuesday and Wednesday off as pass days. The staffing level shall consist of one (1) employee on each permanent tour of duty. In the event there is only three (3) full-time employees, only the primary “A”, “B”, and “C” line tours of duty shall be filled. At the time of each bidding selection, each full-time employee shall select a first (1st), second (2nd), third (3rd) and fourth (4th) choice for tours of duty (Example; 1st = “A” line tour of duty; 2nd = “C” line tour of duty; 3rd = “B” line tour of duty; 4th = “D” line tour of duty if there is a 4th full-time employee). In the event there are four (4) full-time employees, and all tours of duty are staffed, and a full-time vacancy occurs due to retirement or resignation during the calendar year on the primary “A”, “B” and/or “C” line tours of duty, the Chief of Police or designee shall post the vacancy for ten (10) calendar days to determine if any employee elects to change his/her tour of duty. Any voluntary change shall be done by seniority. In the event no employee elects to change his/her tour of duty, no employee on the “A”, “B” and/or “C” line tour of duty shall be required or forced to move to the vacant tour of duty. In that event, the “D” line full-time employee shall be moved to the vacant tour of duty, until such time as a fourth (4th) full-time employee is hired, or the annual bidding as set forth occurs, whichever comes first (1st). When the “D” line tour of duty is filled, and that full-time employee is not scheduled to work (example: is on vacation, sick leave, etc.), the Employer shall not be required to fill that tour of duty with a full-time employee on overtime, or by a part-time employee. However, the Chief of Police or designee may elect to fill the “D” line tour of duty with a full-time employee on overtime, or with a part-time employee as set forth in Article 7 – Overtime, Call In Pay and Night Differential.

A part-time employee shall be assigned to work the primary “A”, “B”, and/or “C” line tours of duty by the Chief of Police or designee, based on the staffing needs of the police department, and the “D” line tour of duty as set forth above.

The work schedule shall be posted each calendar month showing the use of authorized paid only leave time of the full-time employees, including changes as they occur for that month.

Under no circumstances shall the work schedule be used for disciplinary purposes, and any and all differences with regard to the existing work schedule shall be subject to the grievance procedure. Full-time employees shall not be responsible for obtaining coverage for requested time off from his/her regularly scheduled tour of duty.