

**MEMORANDUM OF AGREEMENT (MOA)**  
**by and between**  
**THE TOWN OF WOODBURY, NEW YORK**  
**and**  
**THE UNITED PUBLIC SERVICE EMPLOYEES UNION**

**WHEREAS**, the term of the Collective Bargaining Agreement (CBA) between the Town of Woodbury (hereinafter referred to as the “Town” or the “Employer”) and the United Public Service Employees Union (hereinafter referred to as the “Union” or “UPSEU”) term is January 1, 2013 through December 31, 2018 (hereinafter referred to as the “current CBA”) and the Town and the Union have been conducting negotiations for a successor agreement; and

**WHEREAS**, the Town and UPSEU have engaged in good faith negotiations in an effort to arrive at a successor CBA; and

**WHEREAS**, the parties have reached a partial agreement on two (2) issues during these good faith negotiations and desire to implement these two (2) issues that they have agreed upon as of the date this MOA is signed by both the Town and UPSEU and prior to a full and complete settlement for a successor CBA; and

**WHEREAS**, the parties agree that they will continue bargaining in good faith concerning the outstanding issues presently being considered by the Town and UPSEU that are not specifically agreed to in this MOA, and that the current CBA referred to above and all terms and conditions of employment set forth therein, or which have been practiced and remain unmodified by this MOA shall remain in full force and effect; and

**WHEREAS**, this MOA has been approved by each respective negotiating committee, and that the terms of the MOA has been approved by the affected members of UPSEU and by the Town prior to any agreement on all the outstanding issues being negotiated by the Town and UPSEU.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Town and UPSEU agree and stipulate as follows:

1. The recitation of the facts and circumstances set forth in all the preceding “WHEREAS” clauses are expressly incorporated herein and form a part of the terms of this Memorandum of Agreement.
2. The mutual covenants listed in this MOA shall be in effect immediately upon the signing and acceptance of this MOA by both the Town and UPSEU and the Town shall have authority to take such actions as are necessary to implement the provisions of this MOA immediately following the signing and acceptance of this MOA by both the Town and UPSEU.
3. ARTICLE 18 – INSURANCE, Section 1 – Health Insurance, shall be modified by adding an new sub-section “D”, as follows:

“Employees hired prior to January 1, 2006 shall be eligible: to continue their Empire Plan (Core Plus Medical and Psychiatric Enhancements Plan) (herein after referred to as “NYSHIP”) health insurance coverage without employee contribution for any portion of the premium during their employment with the Town, or to switch from their present NYSHIP medical plan to the MVP Medical Insurance without contributions during their employment, and without employee contribution for any portion of the premium for the NYSHIP plan after their retirement from Town service after they have completed at least ten (10) years of continuous, full-time service with the Town and retire at the age of fifty-five (55) years of age or older and be eligible to receive retirement benefits through the New York State Retirement System.

Employees hired after January 1, 2006 and prior to the execution of this MOA by both the Town and UPSEU shall be eligible: to continue their NYSHIP coverage and contribute twenty percent (20%) of the premium as presently required by ARTICLE 18-INSURANCE, Section 1, sub-section A of the CBA, during their employment with the Town, or to switch from their present NYSHIP medical plan to the MVP Medical Insurance without contributions during their employment with the Town, and without employee contribution for any portion of the premium for the NYSHIP plan after their retirement from Town service after they have completed at least fifteen (15) years of continuous, full-time service with the Town and retire at the age of fifty-five (55) years of age or older and be eligible to receive retirement benefits through the New York State Retirement System.

All employees hired immediately following the signing and acceptance of this MOA by both the Town and UPSEU, including those present employees of the Town who have not been eligible for NYSHIP coverage and who may become eligible for medical insurance shall be required to take the MVP medical insurance coverage presently offered by the Town. These employees shall not be required to contribute any portion of the MVP medical insurance premium from their personal funds or through payroll deduction, and without employee contribution for any portion of the premium for the NYSHIP plan after their retirement from Town service after they have completed at least twenty (20) years of continuous, full-time service with the Town and retire at the age of fifty-five (55) years of age or older and be eligible to receive retirement benefits through the New York State Retirement System .

It is specifically understood by both the Town and UPSEU that the MVP health insurance plan does not allow for medical insurance coverage for present retired Town employees who had been in titles covered by the current CBA and any future retirees presently active and covered by the current CBA, and that all present retired Town employees who had been in titles covered by the current CBA and any future retirees presently active and covered by the current CBA who retire with the required age, years of continuous full time service with the Town and who are eligible to received retirement benefits from the New York State Retirement System shall be covered by the NYSHIP health insurance plan, and that the Town shall continue it coverage through the NYSHIP health insurance

plan for all current retirees and any future retirees presently employed by the Town in titles covered by the current CBA.

4. ARTICLE 18 – INSURANCE, Section 3 – Dental and Vision. The second sentence shall be deleted and replaced by the following: “The dental coverage will be through the Delta Dental Plan currently contracted to by the Town and Delta Dental and paid for by the Town.”

AGREED to this \_\_\_\_\_ day of December, 2018, by

The Town of Woodbury by

the United Public Service Employees Union by

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