

**6/12/19 FINAL
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA") is entered into by and between the representatives for **Town of Woodbury** (hereinafter "Employer") and the **Town of Woodbury Police Benevolent Association, Inc., for all Full and Part-Time Police Officers, Detectives, Sergeants and Lieutenants**, (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 (hereinafter "CBA"), which has an expiration date of **December 31, 2018** and

WHEREAS, the parties have now reached an agreement as of the date of execution of this MOA on the terms and conditions for a successor CBA for the period of **January 1, 2019 through December 31, 2023**, and wish to memorialize their understanding, in writing, pending the signing of a new 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. This MOA is subject to ratification by the PBA first, 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, 2018**, 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 **June 18, 2019**.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this MOA, the Town's Labor Counsel and Town Supervisor shall be notified 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, to be held no later than **June 20, 2019**, 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 **July 1, 2019**, following the Town Board's successful ratification vote, except those for which this MOA specifically provides for an alternate date of implementation. All terms and conditions that have no specific implementation date, shall become effective on the first (1st) day of the contract, **January 1, 2019**.

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7. NYSUPA shall prepare a draft "red lined" CBA and send to the Employer's Labor Counsel for the Town's review, consideration and response that it reflects the expired CBA, and this MOA, no later than 75 calendar days after the successful ratification vote by the Town Board of this MOA. After mutual agreement by the parties to the draft "red-lined" CBA, a Final CBA shall be forwarded thereafter to be executed by the Town Supervisor and PBA President.

8. The Employer agrees that any and all retroactive money due and owing, if any, shall be paid no later than the first (1st) pay period in July after the successful ratification vote date of the Town Board to all unit members pursuant to the terms contained in this MOA who worked or retired, if any, during the expired CBA period, in a separate payroll check from the regular payroll check. The Employer shall provide a worksheet to any unit member receiving retroactive money setting forth how the calculations(s) was made and what it represents.

9. 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.

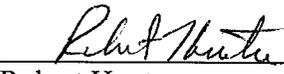
NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification votes by the PBA and Town Board, the parties agree that a successor CBA to the one that has an expiration date of **December 31, 2018**, shall reflect the following terms as attached to this MOA.

FOR THE EMPLOYER



Frank Palermo
Supervisor

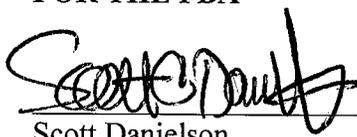
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Date



Robert Hunter
Councilman

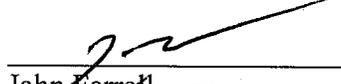
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FOR THE PBA



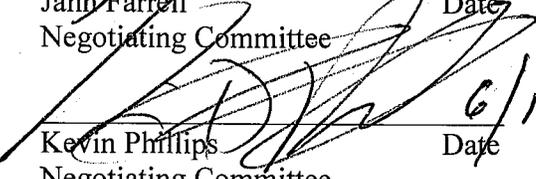
Scott Danielson
Vice President

6/14/19
Date



Jahn Farrell
Negotiating Committee

6/14/19
Date



Kevin Phillips
Negotiating Committee

6/14/19
Date

1. **HOUSEKEEPING** - Delete dates no longer applicable mutually agreed upon. Correct grammatical and spelling errors mutually agreed upon. Incorporate the Memorandum of Agreement as a new article into the collective bargaining agreement regarding K-9 executed on **January 29, 2018**, and as amended herein.

2. **ARTICLE 3 – RECOGNITION OF PBA (p. 3)**

1. Add the following to read as follows:

Effective **July 1, 2019**, the Employer, pursuant to the Public Employees' Fair Employment Act and Civil Service Law of the State of New York, does hereby recognize the PBA as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other conditions of employment for all full-time police officers of the Police Department of the Town of Woodbury, except the Chief of Police. The PBA agrees to permit the Employer to hire and maintain a maximum of nine (9) or eleven (11) non-competitive part time police officers, as set forth herein, which title shall be placed into the bargaining unit and represented by the PBA. Up to three (3) of the nine (9) or eleven (11) non-competitive part-time police officers shall be scheduled as set forth in Article 6 – Hours of Work, Workday, Workweek and Work Schedule. The other six (6) or eight (8) non-competitive part-time police officers shall only be assigned to work as School Resource Officers, and be scheduled to work the starting and ending times and days the school(s) are in session. Six (6) non-competitive part-time employees shall be assigned as School Resource Officers at the following schools:

- Two (2) at the Monroe Woodbury Middle School
- Two (2) at the Central Valley Elementary School
- Two (2) at the Smith Clove Elementary School

In the event the Monroe Woodbury School District contracts with the Employer for part-time School Resource Officers at the Sapphire Elementary School, the PBA agrees to permit the Employer to hire two (2) additional non-competitive part-time police officers as School Resource Officers and assigned to that school, and be scheduled to work the starting and ending times and days the school is in session. The hours permissible to work for each work week, and for each calendar year, shall be governed by New York State Civil Service Rules and Regulations, and/or Orange County Civil Service Rules and Regulations for all non-competitive part-time police officers. During the summer months (e.g. July and August), when school is not in session, the six (6) or eight (8) non-competitive part time police officers who are assigned as School Resource Officers, shall not be assigned to work any road patrol duties and functions, or special details related to patrol duties and functions, but rather, shall only be assigned to School Resource Officer and police department related training and/or functions. The Employer agrees that preference in the hiring for any non-competitive part time police officer(s) shall be given first (1st) to those employees that have retired as a police officer from the

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Town of Woodbury Police Department. A non-competitive part-time police officer hired to work as a School Resource Officer shall also be paid for all hours, or any part thereof, related to training as a School Resource Officer as set forth in this Agreement.

3. **ARTICLE 6 – HOURS OF WORK, WORKDAY, WORKWEEK AND WORK SCHEDULE (pp. 5-12)**

2. **Work Schedule** – Add “Administrative Sergeant’s” after “Investigator’s” in the last sentence of the 1st paragraph.
3. **Tours of Duty** - Amend the 2nd paragraph, 1st sentence, on page 8 to read as follows:

An employee who is assigned as the Administrative Sergeant, shall have a tour of duty of 11:00 a.m. to 7:00 p.m., and shall not be counted towards the minimum staffing level(s) of the tours of duty he/she overlaps. Insert “Administrative Sergeant” where “Lieutenant” appears in the rest of this paragraph. **(NOTE: This paragraph refers to Lieutenant working the 4/2 work schedule. With this amendment, the Lieutenant shall work the 5/2 work schedule as set forth in the 1st paragraph on page 8).**

Amend the last paragraph of this section on page 8 to read as follows:

A Detective’s workweek shall be Monday through Friday, 9:00 a.m. to 5:00 p.m. In the event that a second (2nd) employee is appointed as a Detective, the two (2) Detectives shall continue to work Monday through Friday, between the hours of 8:00 a.m. and 8:00 p.m. One (1) Detective shall work 8:00 a.m. to 4:00 p.m., and the other Detective shall work 12:00 noon to 8:00 p.m. They shall rotate between the hours herein every two (2) weeks. The Detective who works the hours of 12:00 noon to 8:00 p.m., shall be “On Call” from 8:00 p.m. Friday to 8:00 a.m. Monday to respond to inquiries from the police department to assist in providing direction related to the assignment, and/or to report to the police department and/or crime scene as determined. In the event the Detective responds to the police department and/or crime scene when off duty, he/she shall be covered by General Municipal Law Section 207-c to and from his/her residence during travel time. In recognition for being “On Call”, as set forth herein, that Detective shall be paid four (4) hours of his/her overtime rate of pay at time and one-half (1.5X). Each Detective shall be provided with and assigned an unmarked take-home police vehicle while in that assignment. In recognition of the Detective’s work schedule, he/she shall be credited with nine (9) “work schedule adjustment days” off on January 1st of each year, which shall not accumulate from year to year. In the event an employee is promoted to Detective during the year, he/she shall have the “work schedule adjustment days” prorated accordingly. The “work schedule adjustment day” shall require the prior approval of the Chief of Police or designee, which shall not be

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unreasonably denied. The Detective shall not be entitled to use more than one (1) "work schedule adjustment day" a month, without the prior approval of the Chief of Police or designee. A Detective called in or back to work when not regularly scheduled to work shall be paid at his/her overtime rate of time and one-half (1.5X) for the minimum number of hours as set forth in Article 8(3). In the event there are two (2) Detectives, they shall not be entitled to take vacation at the same time, except as authorized by the Chief of Police or designee.

6. Add the following to the existing paragraph to read as follows:

Effective **July 1, 2019**, the "C" line tour of duty as set forth in Section 3 of this Article shall have a minimum of three (3) employees dedicated to road patrol duties for their health and safety and that of the community. This shall not include the Chief of Police, Lieutenant(s), Administrative Sergeant(s), Detective(s), full and part-time School Resource Officer(s), DARE Officer(s) or special details such as, but not limited to, DWI, seat belt enforcement, Woodbury Commons, special work assignment(s), special details, and the like. The minimum of three (3) employees shall consist of either three (3) full-time uniformed road patrol employees, or may include two (2) full-time uniformed patrol employees and Sergeant, or may include two (2) full-time and one (1) part-time uniformed patrol employee, or one (1) full-time, one (1) part-time uniformed patrol employee, and one (1) Sergeant, scheduled and working patrol functions, and to respond to calls for service. The foregoing shall not include the Chief of Police, Lieutenant(s), Administrative Sergeant(s), Detective(s), Police Academy employee(s), School Resource Officer(s), or any employee on special assignment or details. In the event a Sergeant is assigned by the Chief of Police or designee to perform administrative duties during his/her regularly scheduled tour of duty, overtime shall be authorized by the Chief of Police or designee to provide for the estimated amount of time to complete the administrative duty assigned, so that there is a minimum of two (2) uniformed road patrol employees on the "A" and "B" line tours of duty, and three (3) on the "C" line tour of duty for patrol functions, and to respond to calls for service while working on patrol.

Add the following new paragraph to read as follows:

Effective upon the date the Employer budgets twenty-five (25) unit members, each the tour of duty as set forth in Section 3 of this Article shall have a minimum of three (3) employees dedicated to road patrol duties for their health and safety, and that of the community. This shall not include the Chief of Police, Lieutenant(s), Administrative Sergeant(s), Detective(s), full and part-time School Resource Officer(s), DARE Officer(s), or special details such as, but not limited to, DWI, seatbelt enforcement, Woodbury Commons, or special work assignment(s), special details, and the like. The minimum of three (3) employees shall consist of either three (3) full-time uniformed road patrol employees, or may include two (2) full-time uniformed patrol employees and a Sergeant, or may include two (2) full-time and one (1) part-time uniformed patrol employee, or one (1) full-time, one (1) part-

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time uniformed patrol employee, and one (1) Sergeant. In the event a Sergeant is assigned by the Chief of Police or designee to perform administrative duties during his/her regularly scheduled tour of duty, overtime shall be authorized by the Chief of Police or designee, to provide for the estimated amount of time to complete the Administrative duty assigned, so that there is a minimum of three (3) uniformed road patrol employees on each tour of duty for patrol functions, and to respond to calls for service while working on patrol.

NEW 9. Effective **July 1, 2019**, and in the event a new employee who is hired, is uncertified and required to attend the required basic Municipal Police Training Council Academy ("Academy") for certification, he/she shall be placed on a Monday through Friday work schedule with Saturday and Sunday as his/her days off until graduating the Academy. The new employee shall report to and work the hours of the Academy. The new employee shall report to the police department to be assigned a marked police vehicle to use each day while attending the Academy. The new employee shall be covered by General Municipal Law Section 207-c while driving to and from the police department and the Academy. All hours beyond eight (8) hours each day, or forty (40) hours within the work schedule herein, including travel time, shall be paid at the new employees' overtime rate of time and one-half (1.5X). Up to two (2) hours each week of overtime shall be paid to the employee attending the police academy for certification to maintain any required notebook, or work on any assignments given to be completed outside of the police academy. All hours, or part thereof, beyond the two (2) hours herein for overtime payment, is required to be authorized by the Chief of Police or designee. In that event, the employee shall provide, if requested by the Chief of Police or designee, a written statement detailing the assignment given by the police academy to be worked on to maintain any notebook, or work on assignments given to be completed outside of the academy. While attending the Academy, the new employee shall not be entitled to any "work schedule adjustment days" while on the Monday through Friday work schedule. In the event the Academy is not in operation, (e.g., Holiday, snow, etc.), the new employee shall report to the "B" line tour of duty as set forth above, and assigned accordingly by the Chief of Police or designee. In the event the new employee is assigned to ride along with another employee on patrol, he/she shall not count towards the minimum staffing as set forth in this Article. Following Academy graduation, the new employee shall be placed by the Chief of Police or designee, to work on each of the three (3) tours of duty as set forth in this Article, with a Certified Field Training Officer (FTO). The new employee shall work the same four (4) consecutive days on, followed by two (2) consecutive days off, of that FTO, until he/she successfully completes the in-service field training, and is then assigned to another FTO, on another tour of duty, until successfully completing the in-service field training, and is then assigned to another FTO, on another tour of duty, until successfully completing the in-service field training. Thereafter, the Chief of Police or designee shall place that new employee on the tour of duty where the vacancy is, until the annual bidding occurs.

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NEW 10. Effective **July 1, 2019**, and when an employee attends the required Supervisory School upon promotion to Sergeant, that employee shall be placed on a Monday through Friday work schedule with Saturday and Sunday as the employee's days off until the required Supervisory School is completed. The new Sergeant shall report to the police department to be assigned a marked police vehicle to use each day while attending the Supervisory School. The new Sergeant shall be covered by General Municipal Law Section 207-c while driving to and from the police department and the Supervisory School. All hours beyond eight (8) each day, or forty (40) hours within the work schedule herein, including travel time, shall be paid at the new Sergeants overtime rate of time and one-half (1.5X). Up to two (2) hours each week of overtime shall be paid to the employee attending the Supervisory School for certification to maintain any required notebook, or work on assignments given to be completed outside of the Supervisory School. All hours, or part thereof, beyond the two (2) hours herein for overtime payment, is required to be authorized by the Chief of Police or designee. In that event, the employee shall provide, if requested by the Chief of Police or designee, a written statement detailing the assignment given by the Supervisory School to be worked on to maintain any required notebook, or work on assignments given to be completed outside of the Supervisory School. While attending the Supervisory School, the new Sergeant shall not be entitled to any "schedule adjustment days" while on the Monday through Friday work schedule. The Monday following graduation of the Supervisory School, the new Sergeant may be placed by the Chief of Police or designee to work on each tour of duty as set forth above, with another Sergeant working the same four (4) consecutive days on, followed by two (2) consecutive days off, with that Sergeant, until he/she successfully completes the in-service training, and then is assigned to another tour of duty and Sergeant, and is then assigned to another tour of duty and Sergeant until the Chief of Police or designee determines that the new Sergeant has successfully completed the in-service training. Upon completion of the in-service training, the new Sergeant shall be placed on the tour of duty where the vacancy is, until the annual bidding occurs. In the event the Chief of Police or designee does not require the new Sergeant to participate in the in-service training herein, that new Sergeant shall be placed on the tour of duty where the vacancy is, until annual bidding occurs.

4. **ARTICLE 7 – BASE WAGE, LONGEVITY AND SENIORITY** (p. 12) and Appendix "B" (p. 54), Appendix "C" (pg. 55), Appendix "D" (pg. 56), and Appendix "E" (pg. 57).

1. **Base Wage Schedule and Explanation for Base Wage Placement** – See Appendix "B" and amend as set forth therein. See Appendix "C" which has been amended to reflect the new Starting w/o MPTC Certification.
2. **Longevity Schedule** – See Appendix "D" and amend as set forth therein.
3. **Seniority Dates** – See Appendix "E" and amend as set forth therein.

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5. **ARTICLE 13 -INSURANCES (pp. 18-20)**

1. Add the following new paragraphs to the end of the 1st paragraph to read as follows:

Effective **July 1, 2019**, the Employer shall provide the New York State Health Insurance Plan (Core Plus Medical and Psychiatric Enhancements – Empire Plan) to all employees for individual and eligible dependent(s) (spouse, children, and/or documented domestic partner) coverage, as the primary health insurance plan, and the MVP Liberty High Deductible Health Plan Silver 8 as an additional health insurance plan, which election shall be solely at the option of the employee during the open window period each year. The Employer shall pay one hundred percent (100%) of the premium cost. An employee hired on or after **July 1, 2019**, and eligible dependent(s) (spouse, children, and/or documented domestic partner), shall be enrolled in the MVP Liberty High Deductible Health Plan Silver 8, which summary of benefits are attached hereto as Appendix “ ”, and made a part of this Agreement, for his/her first (1st) sixty (60) months (5 years) of service. The Employer shall pay one hundred percent (100%) of the premium cost. When that new employee completes his/her fifth (5th) year of service, he/she shall have the sole option of either enrolling in the New York State Health Insurance Plan (Core Plus Medical and Psychiatric Enhancements – Empire Plan), or continue enrollment in the MVP Liberty High Deductible Health Plan Silver 8 during the open enrollment period each year. In the event the employee enrolls in the New York State Health Insurance plan (Core Plus Medical and Psychiatric Enhancements – Empire Plan), he/she shall pay an annual contribution of fifteen hundred dollars (\$1,500.00) for individual coverage, and two thousand dollars (\$2,000.00) for dependent (spouse, children and/or documented domestic partner) coverage for a total of sixty (60) months (5 years). The payments shall be made in equal installments each pay period, in pre-taxed dollars. After the total sixty (60) months (5 years) has been met, the Employer shall pay one hundred percent (100%) of the premium cost. If the employee elects to remain in the MVP Liberty High Deductible Health Plan Silver 8 after his/her first (1st) sixty (60) months (5 years) or re-enrolls during his/her career, the Employer shall continue to pay one hundred percent (100%) of the premium cost.

For all employees and dependent(s), as defined herein, who are enrolled in the MVP Liberty High Deductible Health Plan Silver 8, the Employer shall pay one hundred percent (100%) of the annual out-of-pocket deductible and out-of-pocket maximum through a Health Reimbursement Account (HRA), to be administered by MVP. The HRA shall be established and funded on **July 1, 2019** for all employees and dependent(s) enrolled in the MVP Liberty High Deductible Health Plan Silver 8, and shall be funded in the amount of the annual out-of-pocket deductible and out-of-pocket maximum each January 1st thereafter. MVP shall directly pay the medical expenses covered by the HRA and each enrollee shall be issued a debit card for payment for prescription (Rx) coverage from the HRA.

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In the event the MVP Liberty High Deductible Health Plan Silver 8 is no longer made available, the Employer shall notify the PBA President, in writing, upon receipt of the notice from MVP, and include a copy of the notice. In that event, the Employer and PBA representatives shall meet to negotiate a replacement plan, applying the same requirements as set forth below regarding a change to the health insurance plan.

Amend the 2nd paragraph as follows:

Insert “primary” before “health” or dental plan, as set forth below in this Article in the 1st line, and add “or dental” before “plan” in the 6th line, and add “or dental” before “plan” in the 11th line.

2. Delete. See #1 above and re-number accordingly. **(NOTE: Refers to Employer health insurance contribution).**
4. Add the following to read as follows:

Effective **January 1, 2019**, upon an employee’s retirement, the Employer shall pay one hundred percent (100%) of the premium cost for the employee and eligible dependent(s) (spouse, children, and/or documented domestic partner) of the health insurance plan enrolled. The Employer shall offer the New York State Health Insurance Plan (Core Plus Medical and Psychiatric Enhancements – Empire Plan) and the MVP Liberty High Deductible Health Plan Silver 8 to all retirees and eligible dependent(s) (spouse, children, and/or documented domestic partner). The election shall be solely at the option of the retiree. For all retirees and dependent(s) as defined herein, enrolled in the MVP Liberty High Deductible Health Plan Silver 8, the Employer shall pay one hundred percent (100%) of the annual out-of-pocket deductible and out-of-pocket maximum through a Health Reimbursement Account (HRA), to be established and administered as set forth in Section 1 of this Article.

Prior to the retiree and/or eligible dependent(s) reaching Medicare eligible age (e.g., the open window period prior to Medicare age), that retiree and/or eligible dependent(s) shall be required to enroll in the New York State Health Insurance Plan (Core Plus Medical and Psychiatric Enhancements – Empire Plan).

Upon the death of an employee who retires on or after **January 1, 2019**, the surviving spouse and/or eligible dependent(s) (children, and/or documented domestic partner) shall, if enrolled in the New York State Health Insurance Plan (Core Plus Medical and Psychiatric Enhancements), remain in that plan until the next open window period, with the Employer paying one hundred percent (100%) of the premium cost. During the next open window, the surviving spouse and/or eligible dependent(s) (children, and/or documented domestic partner) shall enroll in and continue to be provided health insurance in the MVP Liberty High Deductible Health Plan Silver 8, with the Employer paying one hundred percent (100%) of the premium cost, and one hundred percent (100%) of the annual out-of-

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pocket maximum and annual deductible through a Health Reimbursement Account (HRA), including a debit card for prescription (Rx) coverage, as set forth above in this Article, until reaching Medicare age, at which time the coverage will cease.

5. Add the following to the end of the 2nd paragraph to read as follows:

Effective **January 1, 2020**, an employee who declines and waives health insurance coverage as provided above, shall be compensated at fifty percent (50%) of the individual premium rate in effect of the New York State Health Insurance plan, as set forth in 1 above, payable in the first (1st) payroll of each succeeding quarter, for the period of time the employee declines and waives health insurance coverage provided by the Employer.

- NEW 8.** Effective **January 1, 2019**, the Employer shall provide the Delta Dental Comprehensive Option PPO Plan L to all employees and eligible dependent (spouse, children and/or documented domestic partner). The Employer shall pay one hundred percent (100%) of the premium cost.

6. **ARTICLE 15 – HOLIDAYS (pp. 21-22)**

7. Delete “except Thanksgiving and Christmas Day” in the 1st sentence, and amend the 2nd sentence to read as follows:

In the event a part time employee works on any of the following Holidays, or any part thereof, he/she shall be paid two times (2X) his/her hourly rate of pay, including night differential if applicable, with a minimum of four (4) hours guaranteed, as follows:

	(+1) <u>1/1/19</u>	(N/C) <u>1/1/20</u>		(+1) <u>1/1/21</u>
NEW	1. Independence Day 2. Thanksgiving Day 3. Christmas Day	1. Independence Day 2. Thanksgiving Day 3. Christmas Day		NEW 1. Memorial Day 2. Independence Day 3. Thanksgiving Day 4. Christmas Day
	(+1) <u>1/1/22</u>			(+1) <u>1/1/23</u>
NEW	1. Memorial Day 2. Independence Day 3. Labor Day 4. Thanksgiving Day 5. Christmas Day		NEW	1. Memorial Day 2. Independence Day 3. Labor Day 4. Veteran’s Day 5. Thanksgiving Day 6. Christmas Day

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7. **ARTICLE 16 – EDUCATION AND INSTRUCTION** (pp. 22 -24)

7. Amend amounts paid as follows: (NOTE: Refers to annual amount paid to an employee who is certified as an instructor).

(N/C)	(+\$25.00)	(+\$25.00)	(+\$25.00)	(N/C)
<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
\$475.00	\$500.00	\$525.00	\$550.00	\$550.00

8. Amend amounts paid as follows: (NOTE: Refers to Certified First Responder-Defibrillator pay).

(N/C)	(+\$25.00)	(+\$25.00)	(+\$25.00)	(N/C)
<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
\$725.00	\$750.00	\$775.00	\$800.00	\$800.00

9. Amend amounts paid as follows: (NOTE Refers to Emergency Medical Technician-Defibrillator pay).

(N/C)	(+\$25.00)	(+\$25.00)	(+\$25.00)	(N/C)
<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
\$950.00	\$975.00	\$1,000.00	\$1,025.00	\$1,025.00

8. **ARTICLE 18 – UNIFORMS, EQUIPMENT AND ALLOWANCE** (pp. 25-27)

1. Amend the initial uniform and equipment issue listed as follows:

All newly hired full and part-time employees, except as set forth herein, shall receive the following initial issue uniform and equipment:

- | | | | |
|-----------------------------|-------------------|---------------------------|---------------------------|
| 1 hat | 1 hat braid | 1 rain cover | 1 flat shield |
| 1 hat shield | 1 name tag | 1 rain coat | 1 breast shield |
| 1 tie | 1 tie bar | 4 L/S shirts | 4 S/S shirts |
| 4 pants | 1 winter coat | 1 windbreaker | 1 portable radio |
| 1 radio case | 1 police baton | 1 baton holder | 1 flashlight |
| 1 handcuffs | 1 cuff case | 1 duty belt | 1 holster |
| 3 9mm mag | 1 double mag case | 1 9mm handgun | 4 belt keepers |
| 4 navy blue T-shirts | 1 baseball cap | 1 bullet proof vest | 1 pair of boots and shoes |
| 1 duty bag and/or briefcase | | 40 rounds duty ammunition | 1 patrol knife |
| | | | (not to exceed \$40.00) |
- 1 class "A" uniform (issued after completion of probation for full-time employees only)

- NEW** 4. All part-time employees shall be issued all of the above uniforms and equipment, except the Class "A" uniform, at no cost, with the following exceptions:

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- 3 pants
- 3 S/S shirts
- 3 L/S shirts
- 1 flat shield (no breast shield)

5. Amend amounts in the 1st, 2nd, and 4th paragraphs as follows: **(NOTE: Refers to uniform allowance).**

	(N/C)	(N/C)	(N/C)	(N/C)	(N/C)
	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
1 st paragraph	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
	(N/C)	(N/C)	(N/C)	(N/C)	(N/C)
	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
2 nd paragraph	\$1225.00	\$1225.00	\$1225.00	\$1225.00	\$1225.00
	(N/C)	(N/C)	(N/C)	(N/C)	(N/C)
	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
4 th paragraph	\$1000.00	\$1000.00	1000.00	\$1000.00	\$1000.00

9. **NEW ARTICLE – K-9 HOURS OF WORK FROM MOA DATED JANUARY 29, 2018**

1. Amend paragraph (D) to read as follows:

D. In the event that a second (2nd) officer is appointed to fill the position of K-9 police officer, the two (2) K-9 police officers shall rotate from the “B” line tour of duty (7:00 a.m. to 3:00 p.m.) to the “C” line tour of duty (3:00 p.m. to 11:00 p.m.) every two (2) weeks. The Chief of Police, upon a minimum notice of ninety-six (96) hours to the K-9 police officer, may “flex” his/her starting and ending time up to a maximum of four (4) hours (Example: working the “C” line tour of duty, and is “flexed” the full 4 hours from the starting time forward, the K-9 police officer would report to and work 7:00 p.m. to 3:00 a.m.). In the event of an exigent circumstance, the ninety-six (96) hours’ notice herein may be waived (Example: bomb threat or a major storm). In the event that the K-9 police officer is “flexed”, and overlaps two (2) tours of duty, he/she shall not count towards the minimum staffing level(s) of the tours of duty he/she overlaps. In the event the K-9 police officer’s starting and ending times are flexed, he/she shall continue to be paid the night differential for the hours he/she would have been working (Example: working the “C” line tour of duty, and is flexed the full 4 hours from the starting time backward, the K-9 police officer would report to and work 11:00 a.m. to 7:00 p.m. The K-9 police officer would be paid 8 hours of the “C” line tour of duty night differential). All K-9 police officers shall be issued the following initial uniforms, at no cost, over and above his/her initial uniform and equipment set forth in Article 18 – Uniforms, Equipment and Allowance:

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- 3 Pair of BDU Pants
- 3 Long sleeve BDU Shirts
- 3 Short sleeve BDU shirts

The K-9 police officer shall work Monday through Friday during the scheduled eight (8) hours of initial training for certification, estimated at sixteen (16) weeks, and shall receive four (4) “work schedule adjustment days” off in recognition of the modified work schedule for the initial training for certification. In the event there is more than one (1) K-9 police officer, the parties agree to meet and negotiate regarding assignment of the additional K-9 police officer(s) to a specific work schedule. However, in the event there is more than one (1) K-9 police officer, seniority within the K-9 unit shall prevail in the bidding of a tour of duty, or assignment of a tour of duty. The parties agree that the placement of the K-9 police officer(s) to a tour of duty shall be made prior to the bidding contained in Article 6.3 – Tours of Duty, without a violation of seniority as set forth herein.

10. **ARTICLE 32 – DURATION OF AGREEMENT (p. 50)**

1. Insert “2019” and “2023” where “2013” and “2018” appear respectively. (NOTE: Refers to a 5 year Agreement).

11. **ARTICLE 33 – CONCLUSION OF AGREEMENT (pp. 50-51)**

1. Insert “2023” where “2018” appears. (NOTE: Refers to last year and terms continuing if no agreement reached).

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APPENDIX "B"
(p. 54)

BASE WAGE SCHEDULE

Police Officer

<u>Step</u>	<u>Years of Service</u>	<u>(N/C)</u> <u>1/1/19</u>	<u>(2.75%)</u> <u>7/1/19(1)</u>	<u>(2.75%)</u> <u>1/1/20</u>	<u>(2.75%)</u> <u>1/1/21</u>	<u>(3.0%)</u> <u>1/1/22</u>	<u>(3.0%)</u> <u>1/1/23</u>
Starting w/o MPTC Certification			NEW \$52,574 * \$27.0076/hr	\$54,019 \$27.7499/hr	\$55,505 \$28.5132/hr	\$57,170 \$29.3686/hr	\$58,885 \$30.2496/hr
1	Starting	\$63,958 \$32.8556/hr	\$65,717 \$33.7592/hr	\$67,524 \$34.6875/hr	\$69,381 \$35.6414/hr	\$71,462 \$36.7104/hr	\$73,606 \$37.8118/hr
2	After 1 Year	\$68,514 \$35.1960/hr	\$70,398 \$36.1639/hr	\$72,334 \$37.1584/hr	\$74,323 \$38,1802/hr	\$76,553 \$39.3257/hr	\$78,850 \$40.5057/hr
3	After 2 Years	\$73,081 \$37.5421/hr	\$75,091 \$38.5747/hr	\$77,156 \$39.6455/hr	\$79,278 \$40.7256/hr	\$81,656 \$41.9472/hr	\$84,106 \$43.2057/hr
4	After 3 Years	\$77,639 \$39.8836/hr	\$79,774 \$40.9804/hr	\$81,968 \$42.1074/hr	\$84,222 \$43.2653/hr	\$86,749 \$44.5635/hr	\$89,351 \$45.9001/hr
5	After 4 Years	\$82,204 \$42.2287/hr	\$84,465 \$43.3902/hr	\$86,788 \$44.5835/hr	\$89,175 \$45.8097/hr	\$91,850 \$47.1839/hr	\$94,606 \$48.5996/hr
6	After 5 Years	\$86,773 \$44.5758/hr	\$89,159 \$45.8015/hr	\$91,611 \$47.0611/hr	\$94,130 \$48.3551/hr	\$96,954 \$49.8058/hr	\$99,863 \$51.3002/hr
	Detective(s) ***	\$92,847 \$46.2386/hr	\$95,400 \$47.5100/hr	\$98,024 \$48.8167/hr	\$100,719 \$50.1589/hr	\$103,741 \$51.6639/hr	\$106,853 \$53.2137/hr
	Sergeant(s) ****	\$99,789 \$51.2622/hr	\$102,533 \$52.6718/hr	\$105,353 \$54.1204/hr	\$108,250 \$55.6086/hr	\$111,497 \$57.2766/hr	\$114,842 \$58.9950/hr
	Administrative***** Sergeant		NEW \$109,710 \$56.3587/hr	\$112,728 \$57.9090/hr	\$115,828 \$59.5015/hr	\$119,302 \$61.2861/hr	\$122,881 \$63.1247/hr
	Lieutenant *****	\$109,768 \$54.6653/hr	\$112,786 \$56.1683/hr	\$115,888 \$57.7132/hr	\$119,075 \$59.3003/hr	\$122,647 \$61.0792/hr	\$126,326 \$62.9114/hr

(1) NOTE: All employees shall continue to be paid pursuant to the January 1, 2019 Base Wage schedule, including any Step movement through June 30, 2019. Effective July 1, 2019, all employees shall be placed and paid pursuant to the above Base Wage schedule, and thereafter.

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The part-time employee shall be paid the Step 1 hourly rate set forth above. Part time Police Officer Scott Danielson shall be paid the Step 6 hourly rate set forth above. (N/C)

* **NEW** The Starting w/o Municipal Police Training Council (MPTC) Certification shall be 80.0% of the Step 1 Starting Base Wage, and be paid to the employees for their 1st 26 weeks of employment. On the 27th week, that employee shall move to and be paid the at Step 1 Starting Base Wage and move accordingly as set forth in Appendix "C". The Annual Base Wage is to be divided and paid weekly by the number of weekly pay periods in that year. (2nd sentence N/C)

** The straight time hourly rate is the exact amount to be used to pay part time employees as set forth herein, and to be used for both the part and full-time employees for the calculation of payment for overtime, including longevity for full time employees, if receiving longevity. The hourly rate for the police officers, Sergeant(s) and Administrative Sergeant(s) is based upon the patrol work schedule. The hourly rate for the Detective(s) and/or Investigator(s) and Lieutenant is based upon their work schedule. (N/C), **except added Administrative Sergeant(s).**

*** The Detective(s) shall be paid a differential of 7.0% above the Step 6 Base Wage. (N/C)

**** The Sergeant(s) shall be paid a differential of 15.0% above the Step 6 Base Wage. (N/C)

NEW ***** The Administrative Sergeant(s) shall be paid a differential of 7.0% above the Sergeant(s) Base Wage.

***** The Lieutenant(s) shall be paid a differential of 10.0% above the Sergeant(s) Base Wage. (N/C)

MS 6/18/19
SD 6/18/19

APPENDIX "C"
(p. 55)

EXPLANATION OF BASE WAGE PLACEMENT

NEW 1. A new employee hired on or after **July 1, 2019**, who is uncertified, and is required to attend the police academy, to be certified, shall be paid at the Starting w/o Municipal Police Training Council (MPTC) Certification Base Wage for his/her first (1st) twenty-six (26) weeks of employment. On the twenty-seventy (27th) week, that employee shall move to and be paid at the Step 1 Starting Base Wage and move accordingly as set forth herein. Renumber accordingly.

MS 6/14/19
SO 6/14/19

APPENDIX "D"
(p. 56)

LONGEVITY SCHEDULE

<u>Years of Service</u>	<u>Amount</u>
5 completed	4.0% of salary
10 completed	5.0% of salary
15 completed	5.5% of salary
20 completed	6.5% of salary
25 completed	7.5% of salary
30 completed	8.0% of salary

Payments will be made each year on the pay period following the longevity anniversary of the police officer affected. Such payment is considered as part of the Base Wage for the purpose of calculating the overtime rate of pay. In no case are these payments to be considered progressive in nature.

EFFECTIVE JULY 1, 2019

<u>Years of Service</u>	<u>Amount</u>
(N/C) 5 completed	4.0% of Base Wage
8 completed (1)	4.5% of Base Wage
11 completed (2)	5.0% of Base Wage
14 completed (3)	5.75% of Base Wage
17 completed (4)	6.5% of Base Wage
20 completed (5) and Above	7.5% of Base Wage

Payment will be made each year on the pay period following the longevity anniversary of the employee affected. Such payment is considered as part of Base Wage for the purpose of calculating the overtime rate of pay. In no case are these payments to be considered progressive in nature. (NOTE: N/C to language except inserted "employee" for "police officer" to be consistent with the text of the agreement).

- (1) Denotes a compression of 2 years from existing years of service.
- (2) Denotes a compression of 4 years from existing years of service.
- (3) Denotes a compression of 6 years from existing years of service.
- (4) Denotes a compression of 8 years from existing years of service.
- (5) Denotes a compression of 10 years from existing years of service.

The parties have expressly agreed to "red-circle" Michael Farahvashi and maintain him at his existing longevity level of 5.0% of Base Wage pursuant to the longevity schedule above before **July 1, 2019**, until he reaches his anniversary date in August of 2019, at which time he shall continue to be paid 5.0% of his Base Wage pursuant to the longevity schedule as of **July 1, 2019** for eleven (11) completed years of service, and continue to be paid pursuant to that schedule.

Handwritten signatures and dates:
6/14/19
[Signature]

APPENDIX "E"
(p. 57)

SENIORITY DATES

Full-time seniority dates for the purpose of this Agreement are as follows:

<u>OFFICER</u>	<u>SENIORITY DATE</u>	<u>PROMOTION</u>
WILLIAM BURBAGE	02/22/91	
KEVIN PHILLIPS	4/01/94	SGT. 12/21/12
MICHAEL BAUER	10/19/98	DET. 3/8/13
		SGT. 11/14/17
SCOTT SHEEHAN	11/6/00	SGT. 11/16/17
CHARLES TAUSK	8/18/03	
JAHN FARRELL	9/15*03	
BRIAN RUDDEN	8/2/04	
CHRISTOPHER CARUSO	9/24/06	SGT. 11/15/17
MICHAEL FARAHVASHI	8/18/08	
ERIC HARDIN	2/28/11	DET. 6/11/18
KRISTEN POTTER	9/26/14	
CHRISTOPHER CORREA	9/26/14	
ALLY THUESON	4/19/17	
NICHOLAS SCHUST	6/19/17	
JORGE MEDINA	7/10/17	
STEVEN ROMAN	10/16/17	
ROBERT THOMAS	3/5/18	
RYAN SINCLAIR	3/6/18	
LAWRENCE COE	3/7/18	
JAMES TREMPER	3/7/19	

Part-Time seniority dates for the purpose of this Agreement are as follows:

<u>OFFICER</u>	<u>SENIORITY DATE</u>
SCOTT DANIELSON	8/1/14
CARLOS CASTRO	11/6/14

JP 6/14/19
SD 6/14/19

APPENDIX “ ”

MVP Liberty High Deductable Health Plan Silver 8

(SEE 2 PAGES ATTACHED)

JP 6/14/19
SD 6/14/19