

**9/4/19 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 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 (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 **September 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 **September 19, 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 CBA, **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 October 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

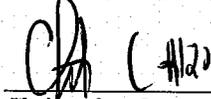


Frank Palermo
Supervisor

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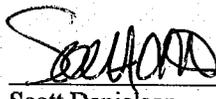
Date

FOR THE PBA



Christopher Correa
President

Date



Scott Danielson
Vice President

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Date

1. **HOUSEKEEPING** – Delete dates no longer applicable and mutually agreed upon. Correct grammatical and spelling errors mutually agreed upon.

2. **ARTICLE 6 – BASE WAGE AND LONGEVITY** (p. 4 and pp. 24-25 – Appendices “A” and “B”)

Base Wage Schedule – Insert “2019” where “2014” appears in the 2nd sentence. (NOTE: Refers to date of retroactivity).

Longevity Schedule – Insert “2019” where “2014” appears in the 2nd sentence. (NOTE: Refers to date of retroactivity).

Explanation of Base Wage Placement – Amend years in Appendix “D” example accordingly.

3. **ARTICLE 7 – OVERTIME, CALL-IN PAY AND NIGHT DIFFERENTIAL** (pp. 4-6)

Amend the example in the paragraph under where the night differential amounts appear, to read as follows:

(Example: Step 1 hourly rate of pay is \$22.7154 as of July 1, 2019, and works the “C” line tour of duty at a night differential of 1.75%, paid \$28.2004 x 8 hours or \$225.60/day).

4. **ARTICLE 13 – INSURANCES** (pp. 9-10)

Add the following new three (3) paragraphs to the end of the existing 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 full-time 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. A full-time 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 full-time 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

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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 full-time 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 full-time 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 full-time 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 full-time 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.

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.

Delete the existing **2nd paragraph** in its entirety. See above new paragraphs. **(NOTE: Refers to Employer/employee contribution).**

Delete the existing **4th paragraph** in its entirety and insert the following new three (3) paragraphs to read as follows:

Effective **January 1, 2019**, and upon a full-time employee's retirement, the Employer shall pay one hundred percent (100%) of the premium cost for the full-time 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

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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 a full-time 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-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.

Add the following to the end of the existing **6th paragraph** to read as follows:

Effective **January 1, 2020**, a full-time employee, or retiree, if the plan permits, 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 full-time employee or retiree declines and waives health insurance coverage provided by the Employer.

Insert in the existing **7th paragraph**, after “employee” in the 1st line, “or retiree, if the plan permits”, and after “employee” in the 2nd line, “or retiree, if the plan permits”.

Insert in the existing **8th paragraph** after “employee’s” in the 1st line, “or retirees, if the plan permits”, and after “employee” in the 3rd line, “or retiree, if the plan permits”, and after “employee’s” in the 3rd line, “or retiree’s, if the plan permits”.

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In the existing 13th paragraph, insert "primary" before "health" in the 1st line, and add "or dental" after "health" in the 1st line of the 1st sentence. Insert "or dental" after "health" in the 4th line of the 2nd sentence. Insert "primary" before "health" "or dental" after "health" in the 6th line of the 3rd sentence. Insert "or dental" after "health" in the 11th line of the last sentence.

Add a new paragraph after the existing 13th paragraph to read as follows:

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

5. **ARTICLE 15 – HOLIDAYS (pp. 11-12)**

Amend the list of holidays in the 2nd paragraph to be paid at two times (2X) as follows:

(N/C) <u>1/1/19</u>	(+1) <u>1/1/20</u>	(+1) <u>1/1/21</u>
1. New Year's Day	1. New Year's Day	1. New Year's Day
2. Memorial Day	2. Memorial Day	2. Memorial Day
3. Independence Day	3. Independence Day	3. Independence Day
4. Labor Day	4. Labor Day	4. Labor Day
5. Thanksgiving Day	5. Thanksgiving Day	NEW 5. Veterans Day
6. Christmas Day	NEW 6. Day After Thanksgiving	6. Thanksgiving Day
	7. Christmas Day	7. Day After Thanksgiving
		8. Christmas Day
(+1) <u>1/1/22</u>	(N/C) <u>1/1/23</u>	
1. New Year's Day	1. New Year's Day	
2. Memorial Day	2. President's Day	
3. Independence Day	3. Memorial Day	
4. Labor Day	4. Independence Day	
NEW 5. Columbus Day	5. Labor Day	
6. Veterans Day	6. Columbus Day	
7. Thanksgiving Day	7. Veterans Day	
8. Day After Thanksgiving	8. Thanksgiving Day	
9. Christmas Day	9. Day After Thanksgiving	
	10. Christmas Day	

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6. **ARTICLE 18 – UNIFORMS AND EQUIPMENT** (pp. 13-14)

Amend the amounts in the 3rd paragraph for shoes/boots as follows:

(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>
\$200.00	\$225.00	\$250.00	\$275.00	\$275.00

7. **ARTICLE 25 – PART-TIME EMPLOYEES PAID TIME OFF** (p. 20)

Add a new paragraph to read as follows:

No Paid Time Off shall be used in the month of December in each year, except as approved by the Chief of Police or designee. All unused Paid Leave Time Off earned and not used by December 31st each year, shall be carried over into the next calendar year, and shall be used no later than March 31st of that year.

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APPENDIX "A"
BASE WAGE SCHEDULE
FOR FULL-TIME DISPATCHER AND PART-TIME DISPATCHER HOURLY RATE

(N/C) Step	(N/C) Years of Service	(N/C) 1/1/19	(2.75%) 7/1/19	(2.75%) 1/1/20
1	Starting	\$45,983*	\$47,248	\$48,547
2	After 1 Year	\$22.1072/hr.**	\$22.7154/hr.	\$22.3399/hr.
3	After 2 Years	\$48,456	\$49,789	\$51,158
4	After 3 Years	\$23.2962/hr.	\$23.9370/hr.	\$24.5952/hr.
5	After 4 Years	\$50,932	\$52,333	\$53,772
6	After 5 Years	\$24.4865/hr.	\$25.1601/hr.	\$25.8519/hr.
		\$53,438	\$54,908	\$56,418
		\$25.6914/hr.	\$26.3981/hr.	\$27.1240/hr.
		\$55,884	\$57,421	\$59,000
		\$26.8673/hr.	\$27.6063/hr.	\$28.3654/hr.
		\$58,360	\$59,965	\$61,614
		\$28.0577/hr.	\$28.8293/hr.	\$29.6221/hr.

(N/C) Step	(N/C) Years of Service	(2.75%) 1/1/21	(3.0%) 1/1/22	(3.0%) 1/1/23
1	Starting	\$49,882	\$51,378	\$52,919
2	After 1 Year	\$23.9817/hr.	\$24.7010/hr.	\$25.4418/hr.
3	After 2 Years	\$52,565	\$54,142	\$55,766
4	After 3 Years	\$25.2716/hr.	\$26.0298/hr.	\$26.8106/hr.
5	After 4 Years	\$55,251	\$56,909	\$58,616
6	After 5 Years	\$26.5630/hr.	\$27.3601/hr.	\$28.1808/hr.
		\$57,970	\$59,709	\$61,500
		\$27.8702/hr.	\$28.7063/hr.	\$29.5673/hr.
		\$60,623	\$62,442	\$64,315
		\$29.1457/hr.	\$30.0202/hr.	\$30.9207/hr.
		\$63,308	\$65,207	\$67,163
		\$30.4365/hr.	\$31.3495/hr.	\$32.2899/hr.

* The Base Wage is for informational purposes only. (N/C)
 ** The hourly rate is the exact rate to be paid times forty (40) hours per week. (N/C)

The part-time Dispatcher shall receive the equivalent hourly rate of the full-time Dispatcher on his/her respective Step as set forth above. (N/C)

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APPENDIX "A"
BASE WAGE SCHEDULE
FOR FULL TIME SENIOR DISPATCHER/CLERK

<u>(N/C)</u> <u>Step</u>	<u>(N/C)</u> <u>Years of Service</u>	<u>(N/C)</u> <u>1/1/19</u>	<u>(2.75%)</u> <u>7/1/19</u>	<u>(2.75%)</u> <u>1/1/20</u>
1	Starting	\$49,973*	\$51,347	\$52,759
		\$24.0255/hr.	\$24.6861/hr.	\$25.3649/hr.
2	After 1 Year	\$52,533	\$53,978	\$55,462
		\$25.2563/hr.	\$25.9510/hr.	\$26.6644/hr.
3	After 2 Years	\$55,039	\$56,533	\$58,108
		\$26.4611/hr.	\$27,1889/hr.	\$27.9365/hr.
4	After 3 Years	\$57,574	\$59,157	\$60,784
		\$27.6798/hr.	\$28.4409/hr.	\$29.2231/hr.
5	After 4 Years	\$60,019	\$61,670	\$63,366
		\$28.8553/hr.	\$29.6490/hr.	\$30.4644/hr.
6	After 5 Years	\$62,551	\$64,271	\$66,038
		\$30.0726/hr.	\$30.8995/hr.	\$31.7490/hr.

<u>(N/C)</u> <u>Step</u>	<u>(N/C)</u> <u>Years of Service</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>
1	Starting	\$54,210*	\$55,836	\$57,511
		\$26.0625/hr.	\$26.8442/hr.	\$27.6495/hr.
2	After 1 Year	\$56,987	\$58,697	\$60,458
		\$27.3976/hr.	\$28.2197/hr.	\$29.0664/hr.
3	After 2 Years	\$59,706	\$61,497	\$63,342
		\$28.7048/hr.	\$29.5659/hr.	\$30.4529/hr.
4	After 3 Years	\$62,456	\$64,330	\$66,260
		\$30.0269/hr.	\$30.9279/hr.	\$31.8558/hr.
5	After 4 Years	\$65,109	\$67,062	\$69,074
		\$31.3024/hr.	\$32.2414/hr.	\$33.2087/hr.
6	After 5 Years	\$67,854	\$69,890	\$71,987
		\$32.6221/hr.	\$33.6001/hr.	\$34.6091/hr.

* The Base Wage is for informational purposes only. (N/C)
 ** The hourly rate is the exact rate to be paid times forty (40) hours per week. (N/C)

All Base Wage schedules reflect recognition of one (1) hour/day lunch period compensation. (N/C)

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APPENDIX "B"

LONGEVITY SCHEDULE

HIRED ON OR BEFORE MAY 17, 1995

(N/C) <u>YEARS OF SERVICE</u>	(N/C) <u>AMOUNT</u>
6 Completed	4.0% Above Step 6
10 Completed	5.0% Above Step 6
15 Completed	5.5% Above Step 6
20 Completed	6.0% Above Step 6
25 Completed	6.5% Above Step 6

Payments will be made each year in the pay period following the longevity anniversary of the full-time employee 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. (N/C)

LONGEVITY

HIRED ON OR AFTER MAY 18, 1995

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
10 Completed	3.0% Above Step 6
15 Completed	3.5% Above Step 6
20 Completed	4.0% Above Step 6
25 Completed	4.5% Above Step 6
NEW 30 Completed	5.0% Above Step 6

Payments will be made each year in the pay period following the longevity anniversary of the full-time employee affected. Such payment is considered as part of the Base Wage for the purpose of calculating overtime rate of pay. In no case are these payments to be considered progressive in nature. (N/C)

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