

**08/18/23 DRAFT - 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, 2023** 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, 2024 through December 31, 2028**, 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, 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 10/15/2023.
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 11/15/2023, 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 01/01/2024, 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 (1<sup>st</sup>) day of the CBA, January 1, 2024.

NYSUPA shall prepare a draft "red lined" CBA and send to the Employer's Labor Counsel for the Town 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.

The Employer agrees that any and all retroactive money due and owing, if any, shall be paid no later than **the first (1<sup>st</sup>) pay period** in May of 2024 after the successful ratification vote date of

~ 1 ~

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 calculation(s) was made and what it represents.

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, 2023**, shall reflect the following terms as attached to this MOA.

FOR THE EMPLOYER

Thomas Burke 8/31/2023  
Thomas Burke Date  
Supervisor

FOR THE PBA

CC L #15 8/31/23  
Christopher Correa Date  
PBA President

Scott Danielson 8/31/23  
Scott Danielson Date  
Vice President

~ 2 ~

**HOUSEKEEPING** - Delete dates no longer applicable and mutually agreed upon.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

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

**WORK SCHEDULE:**

Change the hours for the “Tours of Duty” to the following:

**TOURS OF DUTY:**

Change hours as follows:

- “A” Line - 10:00 PM to 6:00 AM
- “B” Line - 6:00 AM to 2:00 PM
- “C” Line - 2:00 PM to 10:00 PM

**ARTICLE 6 - BASE WAGE AND LONGEVITY (pp. 4 and pp. 24-25 - Appendices "A" "B" "C" "D")**

Base Wage Schedule- Insert "2024" where "2019" appears in the 2<sup>nd</sup> sentence. (NOTE: Refers to date of retroactivity).

Longevity Schedule - Insert "2028" where "2023" appears in the 2<sup>nd</sup> sentence. (NOTE: Refers to date of retroactivity).

Explanation of Base Wage Placement - Amend years in part 4 of Appendix "D" example accordingly.

**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 \$25.4418 as of January 1, 2024, and works the "C" line tour of duty at a night differential of 1.75%, paid \$25.8870 x 8 hours or \$207.10/day).

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

Add: The employer shall provide at no cost to the full-time members an Optical Plan provided by MWG Vision Service Plan. The plan details will be attached in Appendix "I"

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

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

	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
1	New Year's Day	New Year's Day	New Year's Day	New Year's Day	New Year's Day
2	President's Day	President's Day	President's Day	President's Day	President's Day
3	Memorial Day	Memorial Day	Memorial Day	Memorial Day	Memorial Day
4	Independence Day	Independence Day	Independence Day	Independence Day	Independence Day
5	Labor Day	Labor Day	Labor Day	Labor Day	Labor Day
6	Columbus Day	Columbus Day	Columbus Day	Columbus Day	Columbus Day
7	Veteran's Day	Veteran's Day	Veteran's Day	Veteran's Day	Veteran's Day
8	Thanksgiving Day	Thanksgiving Day	Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
9	Day After Thanksgiving Day	Day After Thanksgiving Day	Day After Thanksgiving Day	Day After Thanksgiving Day	Day After Thanksgiving Day
10	Christmas Day	Christmas Day	Christmas Day	Christmas Day	Christmas Day
11	<b>Juneteenth</b>	<b>Juneteenth</b>	<b>Juneteenth</b>	<b>Juneteenth</b>	<b>Juneteenth</b>
12	N/C	N/C	N/C	<b>Martin Luther King Day</b>	<b>Martin Luther King Day</b>

\*NEW Days are **BOLDED**

**REMOVE** the Language regarding the 13<sup>th</sup> Holiday being the employee's birthday.

**ARTICLE 16-EDUCATION AND INSTRUCTION (pp. 12)**

**Add the following:**

“Those employees who are certified through the APCO International as Communications Training Officers (CTO's) shall be paid a one-time annual stipend of **\$500.00** if during the year they are tasked with training any newly hired part-time or full-time dispatcher.”

**ARTICLE 25 -PART TIME EMPLOYEES PAID TIME OFF (pp. 20)**

Replace all existing language with the following: All Part-Time Dispatchers must utilize current PTO hours accrued before December 1, 2024. After January 1, 2024, no Part-Time Dispatcher will accrue any PTO.

**APPENDIX "A"**

**BASE WAGE SCHEDULE FOR FULL-TIME DISPATCHER HOURLY RATE**

N/C	N/C	N/C	3.50%	3.50%	4.00%	4.00%	4.00%
<u>STEP</u>	<u>Years of Service</u>	<u>12/31/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
1	Starting	52919	54771	56688	58672	61019	63460
		25.4418	26.3323	27.2539	28.2078	29.3361	30.5096
2	After 1	55766	57718	59738	62127	64613	67197
		26.8106	27.7489	28.7202	29.8690	31.0637	32.3063
3	After 2	58616	60668	62791	65303	67915	70631
		28.1808	29.1671	30.1879	31.3955	32.6513	33.9573
4	After 3	61500	63653	65880	68516	71256	74106
		29.5673	30.6022	31.6732	32.9402	34.2578	35.6281
5	After 4	64315	66566	68896	71652	74518	77498
		30.9207	32.0029	33.1230	34.4479	35.8258	37.2589
6	After 5	67163	69514	71947	74825	77818	80930
		32.2899	33.4201	34.5898	35.9733	37.4123	38.9088

**BASE WAGE SCHEDULE FOR PART TIME DISPATCHER HOURLY RATE**

**HIRED BEFORE 1/1/2024**

N/C	N/C	N/C	N/C	N/C	2.00%	2.50%	2.50%
<u>STEP</u>	<u>Years of Service</u>	<u>12/31/23</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
1	Starting	52919	52919	52919	53977	55057	56433
		25.4418	25.4418	25.4418	25.9507	26.4697	27.1314
2	After 1	55766	55766	55766	56881	58303	59761
		26.8106	26.8106	26.8106	27.3468	28.0305	28.7312
3	After 2	58616	58616	58616	59788	61283	62815
		28.1808	28.1808	28.1808	28.7444	29.4630	30.1996
4	After 3	61500	61500	61500	62730	64298	65906
		29.5673	29.5673	29.5673	30.1587	30.9126	31.6854
5	After 4	64315	64315	64315	65601	67241	68922
		30.9207	30.9207	30.9207	31.5391	32.3276	33.1358
6	After 5	67163	67163	67163	68506	70219	71974
		32.2899	32.2899	32.2899	32.9357	33.7591	34.6031

**HIRED AFTER 1/1/2024**

N/C	N/C	N/C	N/C	N/C	2.00%	2.50%	2.50%
<u>STEP</u>	<u>Years of Service</u>	<u>12/31/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
1	Training	41600	41600	41600	42432	43492.8	44580.12
		20	20	20	20.4	20.91	21.43275
2	Starting	52919	52919	52919	53977.38	55326.81	56709.98
		25.4418	25.4418	25.4418	25.95066	26.59943	27.26442
3	After 1	55766	55766	55766	56881.32	58303.35	59760.94
		26.8106	26.8106	26.8106	27.34679	28.03046	28.73122
4	After 2	58616	58616	58616	59788.32	61283.03	62815.1
		28.1808	28.1808	28.1808	28.74438	29.46299	30.19957

All Part-Time Dispatchers hired after January 1, 2024 will be paid a training rate during their orientation and training period of employment. All Part-Time Dispatchers will have a training period with a minimum of 40 hours and a maximum period up to 80 hours. They will move to "Starting" pay rate upon the successful completion of this period. This will be determined by the Senior Dispatcher with the approval of the Chief of Police.

**BASE WAGE SCHEDULE FOR F/T SENIOR DISPATCHER/CLERK HOURLY RATE**

<b>N/C</b>	<b>N/C</b>	<b>N/C</b>	<b>3.50%</b>	<b>3.50%</b>	<b>4.00%</b>	<b>4.00%</b>	<b>4.00%</b>
<b>STEP</b>	<b>Years of Service</b>	<b>12/31/23</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	<b>1/1/2026</b>	<b>1/1/2027</b>	<b>1/1/2028</b>
<b>1</b>	<b>Starting</b>	57511	59524	61607	63763	66314	68967
		27.6495	28.6173	29.6189	30.6555	31.8817	33.1570
<b>2</b>	<b>After 1</b>	60458	62574	64764	67355	70049	72851
		29.0663	30.0837	31.1366	32.3821	33.6773	35.0244
<b>3</b>	<b>After 2</b>	63342	65559	67854	70568	73390	76326
		30.4529	31.5187	32.6219	33.9268	35.2838	36.6952
<b>4</b>	<b>After 3</b>	66260	68579	70979	73819	76771	79842
		31.8558	32.9707	34.1247	35.4897	36.9093	38.3856
<b>5</b>	<b>After 4</b>	69074	71492	73994	76954	80032	83233
		33.2087	34.3710	35.5739	36.9969	38.4768	40.0158
<b>6</b>	<b>After 5</b>	71987	74507	77114	80199	83407	86743
		34.6091	35.8205	37.0742	38.5571	40.0994	41.7034

**APPENDIX "C"**  
**SENIORITY DATES**

Seniority dates of full-time employees for the purpose of this agreement are as follows:

<b>Dispatcher</b>	<b>Seniority Date</b>
Michael Gironda	08/09/2002
Jacklyn Vidal	08/17/2004
John Seymour	09/09/2021
Brittany Bogle	11/01/2022