MEMORANDUM OF AGREEMENT

By and Between

The Town of Ulster
("Town")

and the

Town of Ulster
Policemen's Benevolent Association, Inc.
("PBA")

The January 1, 2020 through December 31, 2022 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions shall remain unchanged except modification of dates and other "housekeeping" changes as agreed upon where applicable. This Memorandum of Agreement is subject to ratification/approval by the Board of the Town of Ulster and the membership of the PBA. All members of the respective bargaining teams affirm to support the ratification/approval of the Memorandum of Agreement.

1. ***Term of Agreement:***

   January 1, 2023 through December 31, 2027.

2. ***Article 2.C., Agency Shop.***

   Delete provision.

3. ***Article 6, Section 3, Step 3.***

   The arbitration panel shall consist of the following arbitrators:

   1. Monte Klein
   2. Jay Siegel
   3. Jeffrey Selchick

4. ***Article 9, Uniforms.***

   Modify paragraph B to provide as follows:

B. In addition to the above, all employees shall receive an initial uniform and equipment issue as follows:

5 pair of pants (F/T); (3) pair of pants (PIT)
5 long sleeve shirts (F/T); (3) long sleeve shirts (P/T)
5 short sleeve shirts (F/T); (3) short sleeve shirts (PIT)
3 Turtlenecks (F/T); (2) Turtlenecks (P/T)
1 winter jacket
1 bulletproof vest with 2 under the shirt carriers and 1 outside carrier - vest shall be replaced by the Employer every 5 years from the date of issue as per manufacturer's recommendation.
1 hat
1 raincoat
1 badge
1 tie and tie clip
1 set of collar insignias
1 45 Caliber Glock Model 21, or equivalent weapon
All necessary nylon or ~~leather~~ duty gear, including duty belt, holster, magazine pouch, handcuffs, and case, 5 belt keepers
1 collapsible baton, and 1 inner belt
1 name tag

5. ***Article 12.C, Job Duties and Classifications.***

C. At least twice each year, each employee performing police functions, shall be required to attend eight (8) hours of in-service training programs, (excluding range days) as established by the Chief of Police, except for those on contractual leave. This shall include all training related to specialized assignments. Should the training fall when an employee is regularly scheduled off (day off/pass day) the Chief of Police or his designee upon fifteen (15) days notice has the right to reschedule the employee's day off within the pay period, in lieu of overtime. In the event the Chief of Police or his designee cannot reschedule the employee's day off, due to manpower or department needs the employee shall have the option of being paid overtime or compensatory time for the time worked.

6. ***Article 13, Holidays.***

Add Juneteenth as a contractual holiday.

7. ***Article 14, Sick Leave.***

Modify paragraph C to provide as follows:

C. A doctor's certificate confirming illness may be required after being out three (3) or more consecutive workdays. An employee who uses sick leave on the day before or the day after a regular day off or the day before or the day after a

compensatory day, vacation day, or personal day may be required to submit a doctor's note at the discretion of the Chief of Police.

8. ***Article 14.F., Sick Leave.***

Modify to provide as follows:

"Upon ~~separation of employment~~retirement from the Town or resignation from employment with more than ten (10) years of service with the Town (except termination for cause), an employee who earns and who accrues up to one hundred and fifty (150) sick leave days, shall be paid at the rate of one hundred percent (100%) of the rate of pay in effect at that time."

9. ***Article 15.A., Bereavement Leave.***

A. All full time employees shall be entitled to four (4) consecutive work days absence from employment, with pay, commencing with the date of death, not chargeable to sick leave, for death in the family (i.e. parents, grandparents, children, brother, sister, spouse, ~~and in-laws~~ domestic partner, mother in-law and father in-law). Two (2) consecutive work days absence shall be entitled to all full time employees for death in the family (i.e. grandparent in-law, sister in-law and brother in-law).

10. ***Article 18, Tours of Duty.***

C. **Tours of Duty: Road Patrol**

There shall be ~~four (4)~~ three (3) tours of duty as set forth herein. They shall be as follows:

"A" line - 1~~0:45 p.m. - 6:45 a.m.~~ 11:00 p.m. – 7:00 a.m.
"B" line – ~~6:45 a.m. - 2:45 p.m.~~ 7:00 a.m. – 3:00 p.m.
"C" line – ~~2:45 p.m. - 10:45 p.m.~~ 3:00 p.m. – 11:00 p.m.
~~"D" line – 7:00 p.m. – 3:00 a.m.~~ The parties agree to discuss in labor management a D line.

The above shall be permanent tours of duty. All full time police officers shall bid the tours of duty by seniority, Sergeants first (1st), between November 10th and December 10th of each year, starting January 1st of the ensuing calendar year based on seniority and the staffing levels established by the Chief of Police. In the event there are an insufficient number of volunteers based on seniority, then the Chief of Police may assign full time employees in the inverse order of seniority to the "A" line first, the "D" line next, the "C" line next and "B" line, until the staffing levels established have been achieved. All full time employees shall select a first (1st), second (2nd), third (3rd) and fourth (4th) choice (example 1st "B" line, 2nd "C" line, 3rd "A" line and 4th "D" line. ~~After the full time employees have~~

~~submitted their original selections to the Chief of Police for the ensuing year, each full time employee shall be entitled to amend their original selections, in writing to the Chief of Police or designee, one (1) time during the first six (6) calendar months and one (1) time during the second six (6) calendar months of each year~~. Employees may voluntarily swap their selected tours of duty for an extended period of time within the year with approval of the Chief of Police. In the event a vacancy in any tour of duty occurs during any year due to promotion, resignation, death or retirement only, and the Chief of Police elects to fill the vacancy, the Chief of Police shall post that vacancy to be filled for a minimum od seven (7) calendar days prior to its filling, providing any employee(s) with the opportunity to amend their selections set for herein.

All employees shall be entitled to switch, swap or substitute a tour of duty with each other, upon prior approval of the Chief of Police or designee for each occasion. A switch, swap or substitute shall be considered one (1) tour of duty for one (1) tour of duty and shall be completed within thirty (30) days of each other.

11. ***Article 18, Tours of Duty.***

Tours of Duty: Detective Division

The above shall be permanent tours of duty. All detectives shall bid the tours of duty by seniority, Detective Sergeant first (1st), between November 10th and December 10th of each year, starting January 1st of the ensuing calendar year based on seniority and the staffing levels established by the Chief of Police. In the event there are an insufficient number of volunteers based on seniority, then the Chief of Police may assign detectives in the inverse order of seniority with the last senior Detetctive to the "C" line next and "B" line, until the staffing levels established have been achieved. All detectives shall select a first (1st) and second (2nd) choice (example 1st "B" line; 2nd "C" line). ~~After the detetctives have submitted their original selections to the Chief of Police for the ensuing year, each Detective shall be entitled to amend their original selections, in writing to the Chief of Police or designee, one (1) time during the first six (6) calendar months and one (1) time during the second six (6) calendar months of each year~~. Employees may voluntarily swap their selected tours of duty for an extended period of time within the year with approval of the Chief of Police. In the event a vacancy in any tour of duty occurs during any year due to promotion, resignation, death or retirement only, and the Chief of Police elects to fill the vacancy, the Chief of Police shall post that vacancy to be filled for a minimum od seven (7) calendar days prior to its filling, providing any Detective with the opportunity to amend their selections set for herein.

All detectives shall be entitled to switch, swap or substitute a tour of duty with each other, upon prior approval of the Chief of Police or designee for each occasion. A switch, swap or substitute shall be considered one (1) tour of duty for one (1) tour of duty and shall be completed within thirty (30) days of each other.

12. ***Article 18, Tours of Duty.***

Tours of Duty: Dispatcher

The above shall be permanent tours of duty. All full time dispatchers shall bid the tours of duty by seniority, Senior Dispatcher first (1st), between November 10th and December 10th of each year, starting January 1st of the ensuing calendar year based on seniority and the staffing levels established by the Chief of Police. In the event there are an insufficient number of volunteers based on seniority, then the Chief of Police may assign full time dispatchers in the inverse order of seniority with the last senior full time dispatcher to the "A" line first, the "C" line next and then the "B" line, until the staffing levels established have been achieved. All full time dispatchers shall select a first (1st), second (2nd) and third (3rd) choice (example 1st "B" line; 2nd "C" line; 3rd "A" line). ~~After full time dispatchers have submitted their original selections to the Chief of Police for the ensuing year, each full time dispatcher shall be entitled to amend their original selections, in writing to the Chief of Police or designee, one (1) time during the first six (6) calendar months and one (1) time during the second six (6) calendar months of each year~~. Employees may voluntarily swap their selected tours of duty for an extended period of time within the year with approval of the Chief of Police. In the event a vacancy in any tour of duty occurs during any year due to promotion, resignation, death or retirement only, and the Chief of Police elects to fill the vacancy, the Chief of Police shall post that vacancy to be filled for a minimum od seven (7) calendar days prior to its filling, providing any dispatcher(s) with the opportunity to amend their selections set for herein.

All full time dispatchers shall be entitled to switch, swap or substitute a tour of duty with each other, upon prior approval of the Chief of Police or designee for each occasion. A switch, swap or substitute shall be considered one (1) tour of duty for one (1) tour of duty and shall be completed within thirty (30) days of each other.

13. ***Article 18.E., Minimal Staffing.***

E. **Minimal Staffing**

In recognition of the health and safety of all employees, and in the event there are less than four (4) employees (1 ~~desk~~ dispatch and 3 road patrol) working on all tours of duty, except the "D" line, which shall not have a specific minimum staffing. The procedure set forth herein shall occur:

1. If minimum staffing is not met and it is known prior to the preceding shift the Chief of Police or his designee has a right to utilize part time employees first. If no part time employee is available, then:

2. Canvass the full time and then part time employees working the preceding shift in which the vacancy occurs, in order to seek a volunteer(s) to work overtime. In the event there is no volunteer(s), then;

3. The entire roster shall be canvassed for a volunteer(s), who are not scheduled to work utilizing the department overtime call out list, as follows:

Road Patrol	~~Desk~~ Dispatch
Full Time Police Officer (1st)	Full Time Dispatcher (1st)
Patrol Sergeant(s) (2nd)	Part Time Dispatcher (2nd)
Part Time Police Officer (3rd)	Part Time Police Officer (3rd)
Detective (4th)	Full Time Police Officer (4th)
Detective Sergeant (5th)	Patrol Sergeant (5th)
	Detective (6th)
	Detective Sergeant (7th)

4. In the event there are no volunteer(s), the least senior full time employee working the preceding tour of duty as set forth above, shall work that tour of duty.

J. The overtime procedure, except for minimum staffing as set forth above, for road patrol duties and dispatch shall be:

1. Canvass all employees, ~~whether working or not, based on seniority.~~ utilizing the department overtime call out list as follows for volunteers:

Road Patrol	Dispatch
Full Time Police Officer (1st)	Full Time Dispatcher (1st)
Part Time Police Officer (2nd)	Part Time Dispatcher (2nd)
Patrol Sergeant (3rd)	Full Time Police Officer (3rd)
Detective (4th)	Part Time Police Officer (4th)
Detective Sergeant (5th)	Patrol Sergeant (5th)
	Detective (6th)
	Detective Sergeant (7th)

14. ***Article 18, Section E.3., Minimal Staffing.***

In the event there are no volunteers, then the least senior full time employee working the preceding tour of duty shall work that tour of duty as follows:

Road Patrol	Dispatch
Full Time Police Officer (1st)	Full Time Dispatcher (1st)
Patrol Sergeant (2nd)	Full Time Police Officer (2nd)
Detective (3rd)	Patrol Sergeant (3rd)

15. ***Article 21, Base Wage, Hourly Rate and Longevity Schedules.***

Effective January 1, 2023, the salary schedule for police officers and dispatchers shall be increased as follows:

January 1, 2023	3.50%
January 1, 2024	3.50%
January 1, 2025	3.50%
January 1, 2026	3.50%
January 1, 2027	3.50%

16. ***Article 21, Base Wage, Hourly Rate and Longevity Schedules, Paragraph D, Longevity in Grade.***

Modify to provide that the longevity schedule shall be increased by $50.00 effective January 1, 2023 and longevity shall be paid each year as follows:

1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
$275.00	$275.00	$275.00	$275.00	$275.00

17. ***Article 21, ADD New Provision.***

Add a new provision shall provide that certified Field Training Officers shall be compensated with one (1) hour of compensatory time for each eight (8) hours of field training conducted.

18. ***Article 22, Pension, Group Health and Welfare Insurance Plans.***

Modify paragraph B to provide health insurance contributions as follows:

1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
$2,200	$2,450	$2,700	$2,950	$3,200

19. ***Article 23, Disciplinary Procedure.***

Modify and clarify provision that the procedure contained in Article 23 only applies to dispatchers.

20. Delete Lieutenant's provision from contract.

Dated: October 17, 2022

TOWN OF ULSTER

By: James E Quigley 3rd

By: _____

By: _____

Dated: October 17, 2022

TOWN OF ULSTER POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

By: _____

By: _____

By: _____

Jason J. Kovacs, Esq.
Town Attorney

RESOLUTION OF THE TOWN BOARD

TOWN OF ULSTER

Resolution Approving a Memorandum of Agreement ("MOA") in Connection with the Collective Bargaining Agreement with the Town of Ulster Policemen's Benevolent Association, Inc. ("PBA")

Date: October 6, 2022

WHEREAS, the Town of Ulster is a party to a Collective Bargaining Agreement with the Town of Ulster Policemen's Benevolent Association, Inc.; ("PBA") and

WHEREAS, the existing Collective Bargaining Agreement will expire on December 31, 2022; and

WHEREAS, the Town and the PBA have agreed to terms and conditions for a successor agreement which has been set forth in the Memorandum of Agreement (MOA); and

NOW, THEREFORE, BE IT RESOLVED, that Memorandum of Agreement (MOA) between the Town of Ulster and the PBA dated September 29, 2022 and covering the period of January 1, 2023 thru December 31, 2027 is hereby approved; and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute a successor Collective Bargaining Agreement which is consistent with the terms and conditions set forth in the Memorandum of Agreement (MOA).

MOTION: Councilwoman Hayner
SECOND: Councilman Van Kleeck

ROLL CALL VOTE:

Supervisor James E. Quigley 3rd:	YES
Councilman Clayton Van Kleeck:	YES
Councilman Rocco Secreto:	EXCUSED
Councilman Eric Kitchen:	YES
Councilwoman Anna Hayner:	YES

CARRIED

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF A RECORD ON FILE IN THE TOWN CLERKS OFFICE, TOWN OF ULSTER LAKE KATRINE, NEW YORK.

Suzanne Beahn
TOWN CLERK