

## MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED, by and between the bargaining team for the Town of Bedford (hereinafter the "Town") and the bargaining team for the Police Benevolent Association of the Town of Bedford, Inc. (hereinafter the "PBA") that, subject to ratification by the Town Board of the Town of Bedford and the membership of the PBA (which ratification the members of both bargaining teams agree to recommend), the following shall constitute the terms and conditions of a successor agreement to the Collective Bargaining Agreement between the parties covering the period January 1, 2009 through December 31, 2012:

1. Term of Agreement: January 1, 2013 through December 31, 2018.

2. Base Wage - Article 4, Section 2:

January 1, 2013 – 2%  
January 1, 2014 – 2%  
January 1, 2015 – 2.5%  
January 1, 2016 – 3%  
January 1, 2017 – 2.5%  
January 1, 2018 – 2.5%

3. Longevity – Article 4, Section 3: Increase each step by \$50 each year of the Agreement.

4. Overtime – Article 5 – Add the following as new paragraphs:

"5. No member will be required or authorized to work more than 18 total hours in any 24 hour period unless an emergency has been declared by the Chief of Police or if it is for administrative purposes and agreed on by the officer and

approved by a supervisor. For the purposes of this section, “24 hour period” will start when the member initially reports for any police duty on any calendar day. An example – if reporting for duty at 1500 on January 1, the member may work no more than 18 hours between 1500 January 1 and 1500 January 2.”

“6. Return to Duty Overtime: After calling out sick for a tour of duty, the member will not be authorized to work voluntary overtime until he/she has worked his/her next scheduled 8 hour straight time tour of duty. In any case, no voluntary overtime will be authorized within 24 hours of the tour of duty for which the member reported out sick.”

5. Work Schedule, Article 6 – Delete Section 2(b).
6. Work Schedule, Article 6 – Amend Section 2(c) to include changes from December 8, 2009 Memorandum of Agreement outlining flexibility with regard to the assignment of the flex sergeant such that he/she can be switched as needed.
7. Work Schedule, Article 6 – Amend Section 3(c) to reflect the following additional compensation:
  - January 1, 2013 - \$375
  - January 1, 2015 - \$400
  - January 1, 2017 - \$425
8. Work Schedule, Article 6 – Amend Section 4, Subsection (1) to modify the work schedule for the School Resource Officer to eliminate any gaps in coverage as it relates to the school calendar and provide that extra workdays worked, should they occur, can be compensated by providing the School Resource Officer with school holiday(s) that are not scheduled as regular days off.
9. Sick Leave Monitoring System, Article 7, Section 5 – Replace the existing language with the following:

“A. Sick Leave Monitoring System - An employee who has more than 9 work days of undocumented sick leave absences during a calendar year will be considered “chronic absent” and subject to the sanctions listed below. An undocumented sick absence for purposes of this section is one for which an employee has not provided a physician’s note. Documentation for purposes of this Section means a physician’s note reflecting that the employee had an office visit during the period of absence and is unable to work. Multiple consecutive day absences require only one (1) physician’s note. However, an employee is only permitted to provide a physician’s note for purposes of documentation on four (4) occasions per calendar year. Any sick days that are used after four (4) physician’s notes have been provided, or any sick days that are used during a period not reflective of an officer’s four (4) allotted physician’s notes will be considered undocumented and count toward the officer’s undocumented total.

B. Sanctions:

1. Members who are considered chronic absent will be considered such for a period of six (6) months and subject to the following provisions:
  - a) Members who are considered chronic absent will provide a physician’s note for every sick absence during the designated period.
  - b) Members designated chronic absent shall not be eligible for tour switches/swaps.
  - c) Members designated chronic absent will not be eligible for voluntary overtime as designated, but will be subject to “ordered” or “forced” overtime as set forth in applicable sections of this agreement.”
2. Should a member be considered chronic a second time the period shall be twelve (12) months.
3. A member who is in the Monitoring System may be subject to discipline in accordance with applicable law.”

10. Sick Leave, Article 7: Add the following as a new Section 6:

“An officer shall not be eligible for voluntary overtime until that officer has returned to work on a regularly scheduled shift following their sick period.”

11. Health Insurance, Article 12 – Re-letter the existing language in Section 1 as subparagraph (a) and add the following as a new paragraph (b):

b. (i) “Effective July 1, 2015 all members of the bargaining unit hired prior to July 1, 2015 shall contribute toward the appropriate premium for health insurance during employment as follows: two percent (2%) of first grade patrolman’s salary for family coverage; one percent (1%) of first grade patrolman’s salary for individual coverage.

(ii) All members of the bargaining unit hired on or after July 1, 2015 shall pay 13% of the applicable premium during their employment with the Town.”

12. Health Insurance, Article 12 – Amend Section 2 to re-letter the first paragraph as subparagraph (a) and add the following words after the word “Members”: “hired before July 1, 2015” and add after the word “Town”, “with no contribution by the retiree”. Re-letter the existing second paragraph as subparagraph (c) and add the following subparagraph (b):

“All unit members hired on or after July 1, 2015 shall be eligible for health insurance in retirement with the retiree to pay the same contribution rate in retirement as was in effect at the time of retirement. In order for such unit member to be eligible for health insurance in retirement, the retiree must have at least 20 years of service with the Bedford Police Department at the time of retirement into the Retirement System with the understanding that up to 10 years of transfer service from another police department will be credited as Town service. It is further understood that should a unit member receive a disability retirement prior to having obtaining 20 years of service with the Town as defined herein, but is eligible for health insurance in retirement under the NYSHIP rules, then such unit member will also be eligible for health insurance in retirement.”

13. Health Insurance, Article 12 – Add a new Section 3 to provide for the option of unit members to be able to waive health insurance coverage consistent with the NYSHIP Rules beginning January 1, 2016 and, upon signing the Town’s waiver form, be eligible for an annual payment in lieu of coverage of \$5,000. In order to be eligible for the waiver, the unit member must have health insurance through an alternate source.

14. Welfare Fund – Article 14 – Amend Section 1 to provide for payments as follows:

- January 1, 2013 - \$500
- January 1, 2014 - \$550
- January 1, 2015 - \$600
- January 1, 2016 - \$650
- January 1, 2017 - \$700
- January 1, 2018 - \$750

15. Uniform Allowance, Article 17:

a) Amend Section 2 as follows:

- January 1, 2014 - \$1,025
- January 1, 2015 - \$1,075
- January 1, 2016 - \$1,125
- January 1, 2017 - \$1,175
- January 1, 2018 - \$1,225

b) Amend Section 3 as follows:

- July 1, 2014 - \$1,125
- July 1, 2015 - \$1,175
- July 1, 2016 - \$1,225

July 1, 2017 - \$1,275

July 1, 2018 - \$1,325

16. Uniform Allowance, Article 17 – amend the third sentence of Section 4 to read as follows:

“It is further understood that the standard for purchase shall be a threat level no less than NIJ (National Institute of Justice) Threat Level II.”

17. Uniform Allowance, Article 17 – Add a new Section 5 as follows:

“Effective with the full ratification of this Agreement, the Town agrees that it will maintain a uniform for specialized units such as bicycle, honor guard, accident investigation and firearms as approved by the Chief of Police.”

18. Miscellaneous Provisions, Article 18 – Amend to add a new Section 5 as follows:

“Swaps: Upon prior approval of all Sergeants involved and the Division Commander, a unit member who performs similar duties (police officer for police officer, Sergeant for Sergeant, and Lieutenant for Lieutenant), may exchange, switch or “swap” a tour of duty with another unit member to work up to sixteen (16) consecutive hours with the following restrictions:

- a) Members may not switch/swap more than 33% of their annual total scheduled tours in any calendar year.
- b) If a member calls in sick on a day they are scheduled to work pursuant to an authorized switch/swap on more than two (2) occasions during one calendar year, that officer will not be authorized to switch/swap for ninety (90) days following the third sick day.

- c) A probationary police officer is limited to no more than 20 switch/swaps during the yearly probationary period.
- d) Emergency exceptions to the aforementioned restrictions may be authorized by the Chief of Police on a case by case basis”.

19. CFR/EMT Article 18 – Amend Section 3 to increase all rates by \$25 per year.

20. Miscellaneous Provisions, Article 18 – Add a new Section 6 entitled “Out of Title Pay” to provide that effective with the first payroll period following full ratification of this Agreement, out of title pay shall be accorded to a patrolman who is assigned shift supervisor duties where there is no supervisor on duty for a majority of the tour. The out of title differential shall be based upon the hourly differential between the patrolman’s base hourly pay at the time the work is performed and sergeant’s base hourly pay.

21. Miscellaneous Provision, Article 18 – New Section 7. Add a new Section 7 that provides for an evaluation committee to recommend a proposed new evaluation form and process to the parties by December 31, 2015, with the goal of the parties agreeing upon a new evaluation form and process for implementation during 2016. If no new evaluation form is agreed upon by July 1, 2016, the last evaluation form and process used in the Department (G.O. 103-3) will be used until a new one is agreed upon.

22. All terms of the 2009-2012 Collective Bargaining Agreement, except as modified hereafter, shall be continued in the new Collective Bargaining Agreement between the parties.

Dated: October 28, 2015

FOR THE BARGAINING TEAM FOR THE TOWN OF BEDFORD

Chris Burdick SUPERVISOR  
CHRIS BURDUCK

Jon Gallagher Director of Pers.

[Signature]  
Don Scott

FOR THE BARGAINING TEAM FOR THE POLICE BENEVOLENT ASSOCIATION

President Andrew Klein  
[Signature]