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Contract Database Metadata Elements

Title: **Tuxedo, Town of and Police Radio Dispatchers, International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local 363 (1998)**

Employer Name: **Tuxedo, Town of**

Union: **Police Radio Dispatchers, International Brotherhood of Electrical Workers (IBEW), AFL-CIO**

Local: **363**

Effective Date: **01/01/98**

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TO/DIS

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Tuxedo, Town Of And Ibew Local 363
(Dispatcher Unit)

Agreement

between

The Town of Tuxedo

and

The International Brotherhood of Electrical Workers

Local Union # 363 AFL-CIO

relating to

Police Radio Dispatchers

Jan. 1, 1998 To Dec. 31, 2000

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

4 EMPLOYEES

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**Article I
Scope of the Agreement**

Section 1. Recognition. Pursuant to NY Perb Case Number C-1885, the Town of Tuxedo recognizes the International Brotherhood of Electrical Workers, Local Union 363, hereinafter called the "Union" as the sole and exclusive bargaining agent for all employees as hereinafter defined in Section 2 of this Article.

Section 2. Employees. The term "employee" as used in this Agreement shall include all and only full time police radio dispatchers.

Section 3. The Town of Tuxedo, a municipal corporation, organized and existing under and by virtue of the laws of the State of New York hereinafter referred to as "Employer".

**Article II
Union Security**

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members of the Union. Those who are not members on the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members.

Section 2. Upon written authorization from the employee to do so in a form approved by the Town and the Union, the Town shall deduct from the earned wages of such employees and remit to the Union monthly, the amount of monthly Union dues payable to the Union by the employee as certified to the Town by the Financial Secretary of local Union # 363.

Section 3. Indemnity. The Union shall indemnify and hold harmless the Town from any cause, claim, loss or damages incurred as a result of the Town's deduction under this Article.

Section 4. In November of each year the Employer shall submit to the Union an updated list of names and addresses of all Union members.

**Article III
Town's Rights**

Section 1a. Nothing in this Agreement shall be construed to diminish or impair the right of the Town of Tuxedo Chief of Police, the Town Board or the Board of Police Commissioners from performing the duties required of them.

Section 1b. Nothing in this Agreement shall be construed to diminish or impair the right of the Town of Tuxedo to consolidate the services of the Town of Tuxedo with those of other surrounding municipalities in an effort to reduce the cost of operations to the taxpayer of the Tuxedo region, and in such case, nothing in this Agreement shall impair the right of the Town of Tuxedo Chief of Police, the Town Board or the Board of Police Commissioners from laying off employees according to their seniority in the consolidated group to accomplish such consolidation of service.

Section 1c. Nothing in this Agreement shall be deemed to limit the Town of Tuxedo Chief of Police, the Town Board or the Board of Police Commissioners in any way in the exercise of the regular and customary functions of management, including the making of such rules relating to operation as it shall deem advisable.

Section 1d. All rights, powers or authority the Town of Tuxedo Chief of Police, the Town Board or the Board of Police Commissioners had prior to the signing of this Agreement are retained by him, except those specifically

abridged, delegated, graded or modified by this Agreement and/or any supplementary agreements that may hereinafter be made during the term of this agreement.

Section 1e. The Union further agrees, for itself and its members, not to hinder or interfere with the management of the department by the Chief of Police, the Town Board or the Board of Police Commissioners including, but not limited to, the scheduling of work, the direction of working forces, the right to hire, suspend or discharge with proper cause, to lay off employees because of lack of work, and promotions, subject; however, to the terms of this Agreement.

Article IV Hours of Work

Section 1. Normal Work Day. The Normal work day shall consist of eight (8) hours of work in each twenty-four (24) hour period. Time shall be allowed after the start of each shift for employee to take a lunch/dinner break away from the dispatchers area, when coverage is available and without loss of pay.

Section 2. Normal Work Week. The normal work week shall consist of forty (40) hours of work per week.

Article V Overtime

Section 1a. Daily Overtime. Daily overtime is hereby defined as any work in excess of eight (8) hours for which an employee has been given prior notice during the normal work day.

Section 1b. All hours consecutively worked by an employee, at the request of the Chief of Police, in excess of the employee's regularly scheduled work day (which is eight (8) hours) shall be paid for by the Town at one and one-half (1 1/2) the employee's regular hourly rate of pay.

Section 1c. During a regular work week an employee who is requested to work, at the request of the Chief of Police, on a regularly scheduled day off or days off, and who in fact does work, shall be paid by the Town at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the first such day, and two (2) times the employee's regular hourly rate of pay for the second consecutive such day.

Section 2. Holiday Overtime. Employees, who, at the request of the Chief of Police, report to work on any holidays listed in Article VII, shall be paid one and one-half (1 1/2) times the employee's regular hourly rate of pay.

Section 3. Emergency Call-In Work.

a. Emergency call-in is hereby defined as work of any kind by an employee performed before or after any normal eight (8) hour work day without prior notice or warning by the Chief of police that such work might be anticipated or required.

b. Any employee called to work for emergency call-in work shall receive not less than three (3) hours straight time or time and one-half for hours actually worked, whichever is greater.

Section 4. Town Convenience Layoffs. No employee shall be laid off during the regular work week for the purpose of reducing overtime payment. The town may at it's option give time off in lieu of overtime pay with the mutual agreement of dispatchers and the Chief of police.

**Article VI
Rest Periods and Allowances**

Section 1a. Employees shall be granted a rest period of fifteen (15) minutes in the first half of a shift, and fifteen (15) minutes in the second half of a shift, without loss of pay. The scheduling of said rest period shall be at the discretion of the Chief of police and shall be at a reasonable time of each morning and afternoon.

Section 1b. Any employee who shall, because of overtime or emergency work, or a combination of both, work sixteen (16) consecutive hours or more during any normal week day, shall be entitled to nine (9) consecutive hours rest time. An employee shall not be paid any compensation for such rest time.

Section 1c. An employee who shall, because of overtime or emergency work, or a combination of both, be required to work four (4) or more consecutive hours after a normal work day shall be entitled to a "lunch-dinner" break or thirty (30) minutes, with pay, and after each consecutive four (4) hours of work a "lunch-dinner" break shall be allowed.

**Article VII
Holidays**

Section 1. The Town will grant to all of the employees the following holidays with full straight time pay for eight (8) hours notwithstanding no work is performed on such days:

- | | |
|----------------------------------|-------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. General Election Day |
| 4. Washington's Birthday | 10. Veteran's Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Fourth of July | 12. Christmas Day |

Section 2. All Holidays will be observed on the actual date of Holiday.

Section 3. Eligibility for Holiday Pay. To be eligible for holiday pay as set forth in Section 1. of this Article, the employee shall have completed any probationary period prior to the date of the Holiday.

Section 4. Employee Vacation. If a holiday falls within a vacation period of an employee, the employee shall receive pay for said holiday, or the vacation leave shall be extended to a duty mutually convenient to both the employee and the Chief of Police.

Section 5. Active Duty. Any employee who shall be on active duty on any of the designated holidays shall be paid one and one half (1 1/2) additional days for each such holiday. Any employee whose day off shall fall on any of the designated holidays shall be paid one (1) additional days pay for each holiday or another day off. In lieu of the additional day and one half compensation for working a paid holiday, the Chief of Police, in accordance with the staffing needs of the department may at the request of the employee, grant compensatory time off.

**Article VIII
Vacations**

Section 1. Vacation. All employees who have been in the continuous employment of the Town as of their date of hire, shall receive time and vacation pay as follows:

Employment Duration	Vacation Allocation
completed six(6) months	one(1) week with pay
completed one(1) year	two(2) weeks with pay
completed four(4) years	three(3) weeks with pay
completed eight(8) years	four(4) weeks with pay
completed eighteen(18) years	five(5) weeks with pay

Section 2. Proration of Vacation Pay. An employee, after completion of one year of employment, who is absent during the year for any reason (including, but not limited to, leave of absence, layoff, illness or injury), shall have vacation pay prorated based upon time actually worked. (For example: An employee absent for six (6) months shall receive 6/12ths of his vacation pay. Time shall be rounded to the nearest month.)

Any employee who is terminated shall be entitled to prorated vacation pay as described in this section.

**Article IX
Death in the Family**

Section 1. In case of death in an employee's immediate family, the employee shall be permitted to be absent with pay for a period not exceeding three (3) consecutive days from the date of death, but not beyond the date of burial. Payment for such times shall be at the employee's basic straight time hourly rate (not to exceed eight (8) hours per day) and shall be made only for those days that fall upon a regularly scheduled work day. If a holiday or vacation day should occur during the three (3) day period that shall not be considered as part of such three (3) day period. In such case the employee shall be entitled to additional time or holiday time equal to such time falling within the three (3) day period to be rescheduled at the mutual convenience of the employee and the Chief of Police, or additional time off at the discretion of the Chief of Police.

The term "immediate family" as used herein shall include the following: mother, father, spouse, son, daughter, brother, sister, grandparents, mothers and fathers-in-law and brothers and sisters-in-law.

**Article X
Seniority Clause**

Section 1. Layoffs and recalls. Layoffs made in connection with the decreasing of the working force shall be made on the basis of length of continuous service (least senior employee shall be laid off first). Recall of employees so laid off shall be made in inverse order of layoff, providing the employee is able to perform the work. The Town shall give not less than fourteen (14) days advance notice of layoff involving more than ten (10) working days to the employee or employees affected and to the Union. Rehiring shall be made on the same basis of seniority as layoffs.

**Article XI
Probationary Period**

Section 1. The first ninety (90) working days comprising the normal week for all new employees will be considered a probationary period.

New employees may be separated at the discretion of the Chief of Police, the Town Board or the Board of Police Commissioners at any time during the probationary period without recourse on the part of the Union to the grievance procedure. The seniority of probationary employees, after having completed the probationary period, will date back to the date of hire at which time a new employee shall receive full continuous service credit.

**Article XII
Safety and Health**

Section 1. The Chief of Police will maintain working conditions in accordance with the applicable rules and regulations of both State and Federal government. The Town recognizes that safety and health conditions are a common cause of concern, and accordingly, the parties hereto shall extend mutual cooperation to the other in maintaining, establishing and promoting safety and health provisions.

Section 2. Safety Committee. The Town agrees that one (1) member of the Union Shop Committee, which member may be rotated at the convenience of the Unit, shall function as a member of the Safety Committee, together with a representative of the Town, (who shall be the Chief of Police.) It shall be the function of the safety Committee to meet monthly, or whenever necessary, for the common good of the parties. The Shop committee member of the Safety Committee shall not suffer any loss of pay for attendance at such meetings are conducted on work time.

**Article XIII
Discharge or Suspension**

Section 1. The Employer shall neither discharge nor suspend any employee without just cause except as otherwise provided in this Agreement. In all cases involving the discharge or suspension of any employee for just cause, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Union Office within two (2) working days from the time of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee in writing and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than 12 months from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any employee discharged without cause must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within the following, pay period from the date of discharge.

Section 4. A discharged or suspended employee must advise his Union in writing within five (5) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

Section 5. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery.

**Article XIV
Work Clothes**

Section 1. Supplying of Work Clothes. All full-time employees who shall have completed their probationary period shall be entitled to be supplied with three (3) sets of summer uniforms and three (3) sets of winter uniforms; plus one (1) winter coat and one (1) pair of shoes once every two (2) years. Replacement will be made at the discretion of the Chief of Police.

Section 2. Employees shall receive an annual cleaning allowance as follows:

1998 - \$650.00

1999 - \$650.00

2000 - \$650.00

All payments shall be made in equal installments on the last pay period of each quarter (i.e., \$162.50 in March, June, September and December).

**Article XV
Pension**

Section 1. During the period of this Agreement, the Town shall not suspend its pension plan or any part thereof, or diminish any of the benefits provided under such plan. Such plan shall be provided during the term of this Agreement with no cost to the employee under tier 2. Tier 3 and 4 employees will contribute 3% (three per cent) of their salary to the plan.

**Article XVI
Hospitalization**

Section 1. Hospital and surgical insurance coverage under the Empire Plan, New York State Government Employees Health Insurance Program/Empire Plus Enhancement Medical and Psychiatric Enhancement shall be continued and fully paid by the Town in the same manner as such plans were constituted prior to the execution of this Agreement. The Town with the mutual consent of the dispatchers, has the option to change coverage providing it is equivalent to or better than the present coverage at the execution of this Agreement.

Section 2. This coverage will continue and be paid in full by the Town after the retirement of employees.

**Article XVII
Sick Leave**

Section 1. Term of Sick Leave. Employees shall be granted leave without loss of pay for personal illness in the following manner: twelve (12) days for each year (earned on the basis of one (1) day per month) up to a total of one hundred twenty (120) days per year. If any of the cumulative time is taken, upon return to work after two full years cumulative time, of no sick time taken, cumulative time will revert back to original amount of days. Upon retirement all unused time will be paid at the hourly rate for which it was earned.

Section 2. Is requested by the Chief of Police after the third consecutive day for which sick pay is claimed, a doctor or dentist's note will be required.

**Article XVIII
Personal Days**

The Town agrees that three (3) days per year may be taken as personal days, with notice and at the discretion of the Chief of Police.

**Article XIX
Grievance**

Section 1. Scope of the Article. Should any dispute or difference arise between the Town and the Union as to the interpretation, application or operation of any provision of this agreement both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as set forth in Section 2 hereof (unless any step thereof is waived by mutual consent). Disputes shall be resolved between the Union and the Town, and no individual employee shall have any grievance rights under this contract, except such as may be processed by the Union pursuant to the Union's procedures. This shall not be construed as a broad-form grievance procedure and neither party may maintain a grievance with respect to matters unless such are provided for expressly in this contract.

Section 2. Procedure.

a. The Union through its Shop Steward will have the right to take up the subject matter of the grievance on behalf of any employee or group thereof with the Chief of Police at any reasonable time during working hours within ten (10) working days from the occurrence of the alleged incident.

b. Within five (5) working days of the presentation of the grievance, the Chief of Police shall give his answer to the Shop Steward.

c. If the aggrieved party is not satisfied with said answer the Shop Steward shall have the right to present the grievance to a representative of the Town Board or the Board of Police Commissioners assigned by that body for such purpose. Such presentation shall be made within five (5) working days of the answer of the Chief of Police. The presentation of such grievance shall be in writing and must be responded to in five (5) working days.

d. If the aggrieved party is not satisfied with the answer of the Town Board or the Board of Police Commissioners representative, the Shop Steward shall have the right to present the grievance in writing to the Town Board or the Board of Police Commissioners of the Town of Tuxedo at the next regular Town Board meeting after the Town Board or the Board of Police Commissioners representatives answer.

e. The Town Board or the Board of Police Commissioners shall, after hearing all parties concerned at an executive session thereof convened for such purpose, give a written answer to the Shop Steward and the aggrieved parties within ten (10) days of the presentation of the grievance to it.

f. If the aggrieved party is still not satisfied with the answer of the Town Board or the Board of Police Commissioners, he shall be entitled to arbitration.

Section 3.

a. Arbitration shall be conducted before an arbitrator selected at the request of either party by the Public Employee Relations Board and the arbitrator so designated shall render a decision binding upon all parties subject to the provisions of Section 209 of the Civil Service law. The cost of arbitration shall be borne equal by the Town and the Union except that each party shall pay the cost of its own representative.

b. The function of the arbitrator shall be judicial rather than a legislative nature; he shall not have the power to amend, add to, interpret, alter, ignore, change or modify any of the terms and conditions of this Agreement. His decision shall not go beyond what is necessary for the application of the expressed provisions of this Agreement.

c. The Town will not pay for employees' participation over two (2) hours in any form, in an arbitration proceeding unless the Town shall have occasion to call an employee, or employees, as witnesses in its behalf.

**Article XX
Employee Opportunity**

Section 1. The Town and the Union agree, in carrying out their respective obligation under the terms of this Agreement, that they will not discriminate in any manner whatsoever, against any employee or applicant for employment because of sex, age, race, creed or national origin.

**Article XXI
Employee Rights**

Section 1. The Town agrees that it will not under normal circumstances place an employee in physical jeopardy by requiring the employee to cross a picket line.

Section 2. The Town will not interfere with, coerce, intimidate, or discriminate in any manner against any employee because of membership or activity in the Union.

Section 3. During the term of this Agreement there shall be no lockout of employees.

**Article XXII
Access By Representatives**

Section 1. A Union representative shall have the right to enter any Town location to assist Union members.

Section 2. A Shop Steward may receive calls and assist their members in handling disputes.

Section 3. One member elected to serve as a negotiation committee shall receive appropriate time off without loss of pay. If negotiations are to be held after hours, it should be handled without pay.

Section 4. The Town will provide bulletin boards at the departments for the posting of Union notices.

**Article XXIII
Temporary Employees**

Section 1. A temporary employee is one who is hired for a period not to exceed thirty (30) days or whose salaries are paid wholly or substantially through any type of government funded program. Extensions of time must be by mutual Agreement. Temporary employees shall receive less than a permanent employee's lowest wage. In hiring and rehiring temporary employees, the Chief of Police shall follow the spirit and intent of Section 64 of the Civil Service Law insofar as it affects the provisions of this agreement and shall pay such employee at a rate less than that paid to employees covered by this agreement.

Section 2. Temporary employees shall not be entitled to any benefits under this agreement other than those required by law.

**Article XXIV
Effective Date - Termination - Amendments - Disputes**

Section 1. This Agreement shall be and remain in effect for a period of three (3) years from the 1st day of January, 1998, to the 31st day of December, 2000.

Section 2. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, in the same manner as this Agreement and by action of the Town Board.

Section 3. No Strike. The Union affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike, or to impose an obligation on its members to conduct, assist, or participate in any such strike.

**Article XXV
Wages**

Employees hired during the term of this contract would be paid at the following rate:

Section 1. Wages.

	1/1/98	1/1/99	1/1/2000
Junior Dispatcher	\$10.00	\$11.00	\$12.00
Dispatcher	11.91	12.91	13.91
Sr. Dispatcher	13.48	14.48	15.48

a. No Full Time employee will make less than \$10.00 per hour as of January 1, 1998.

b. All increases will be on the first day of each year.

c. "New" Senior Dispatcher - \$1200.00/year above base wage. Paid in twenty six (26) payments. Town Board will appoint upon qualifications

see attachment for job description

Section 2. Differential Pay. An Employee whose tour of duty is the 12:00 Midnight to 8:00 A.M. shift, shall receive a stipend of fifty cents (\$.50) per hour in addition to their base wages.

Section 3. Transportation Reimbursement. An Employee required to furnish his or her own transportation for an appearance in any Court other than the Justice Court of the Town of Tuxedo, shall be compensated at the current IRS standards.

Section 4. Longevity. All employees hired before December 31, 1987, shall be entitled to and receive, upon completion of the employee's twenty-second year of service and for the term of the contract a longevity increment, added to their annual base wage, the sum of six hundred dollars (\$600.00). After the employee's twenty-fourth year, shall be entitled and shall receive an additional \$300.00, added to their yearly base wage and an additional \$300.00 at the completion of their twenty-seventh year and every third year thereafter.

Any employee hired on or after January 1, 1989, shall be entitled to and receive, upon completion of the employee's ninth year of service and for the term of the contract a longevity increment, in addition to their annual base wage, the sum of three hundred dollars (\$300.00) per year and an additional \$300.00 per year for every three (3) years thereafter.

**Article XXVI
Police Matron**

Employees who are also Police Matrons shall be paid a stipend in addition to their base wage as follows:

1998 - \$600.00	1999 - \$600.00	2000 - \$600.00
-----------------	-----------------	-----------------

The stipend will be divided in (twenty six) 26 installments and paid to the employee on the employee's normal pay day.

Article XXVII

Jury Duty

Section 1. Excused Absence. An employee shall be excused from work without loss of pay on any normal work day for jury duty in any court of the Nation or State.

Section 2. Jury Duty pay. Any such absentee shall be entitled to his regular straight time pay for a normal work day less any compensation received by him for his services as a juror. No employee shall be entitled to jury duty pay unless he provides the Chief of Police with a notice to report for such jury duty prior to his request for jury duty pay.

Article XXVIII

Life Insurance

Section 1. The Town shall provide each employee covered under this Agreement with \$10,000.00 Life Insurance.

Article XXIX

Dental

Section 1. The Town will provide each employee covered under this Agreement with a limited allowance of \$480.00 per year for duration of the contract, towards dental insurance premiums or for reimbursement of dental expenses upon presentation of receipts for services rendered. The unused portion of this allowance may not be carried forward into a second calendar year.

Article XXX

Conditions Covering The Entire Agreement

Section 1. Notwithstanding any other provision of this Agreement to the contrary, the parties agree that they shall be governed by the Civil Service Law of the State of New York, and any other applicable law concerning employment and conditions thereof.

Section 2. Work usually performed by employees in this bargaining unit will not be contracted out if it will result in loss of employment to the employees covered by this Agreement.

When building or construction work is to be contracted out

by the Town, all other matters being equal, the Town will give preference to contractors having Union agreement with the International Brotherhood of Electrical Workers, or local contractors or other Unions affiliated with the AFL-CIO providing nothing herein shall require the Town to violate Federal, State or municipal laws or regulations.

In the event of consolidation of services of governments, the Union shall have the right to negotiate this matter.

In Witness Whereof, the parties hereto have set their hands and seals this _____ day of _____.

TOWN OF TUXEDO

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL UNION # 363

Kenneth R. Magan Jr.

Joseph Marania
Thomas Schaff

Man Lou Sullase

Gil Klein

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

APR 09 1998

J.J. Barry, President
This approval does not make the
International a party to this agreement

Senior Dispatcher Job Description

Dispatching:

**Full-time Dispatcher/minimum of 2080 hours per year
Dispatching Police, Fire and Ambulance
Doing related paper work
Soon to be 911 & CAD**

Responsibilities Other Than Dispatching:

**Warrant Officer
Dispatch Training/Full and Part Time employees
Dispatch scheduling/Full and Part Time employees
Dispatch Manual
NYSPIIN Training
Dept. of Criminal Justice-SJS training
Case file sealing
Read and Need Dispatch manual
Maintenance and set up of "sex offenders" directory
Adult protection
Map books
Available to Dispatcher's phone calls when off duty
Fire manual/Prep. and updating
Fire Dept./Reports & Computer entering**

General Office:

**Payroll Prep.
Voucher prep. and Computer entry
Conservation deer permits
Municipal parking
Burn permits
Office supply control and ordering
Keeping Dept. supplied with pre-printed forms
Handicap permits
Vehicle & traffic summons distribution**

Plus, other jobs allocated by the Chief of Police

STIPULATION OF AGREEMENT

THIS STIPULATION OF SETTLEMENT IS ENTERED INTO this 22 day of June 2000, between the International Brotherhood of Electrical Workers Local 363 (hereinafter "IBEW"), the Town of Tuxedo Police Benevolent Association, Inc. (hereinafter "PBA") and the Town of Tuxedo (hereinafter "Town") hereinafter collectively referred to as the "parties".

WHEREAS, the employees of the Town in the title of police dispatcher are currently represented for the purposes of collective bargaining by the IBEW; and

WHEREAS, the employees of the Town in the title of police dispatcher desire to be represented for the purposes of collective bargaining by the PBA as a successor to the IBEW; and

WHEREAS, all of the parties desire to make the PBA the successor collective bargaining representative for the employees of the Town in the title of police dispatcher without the time and costs associated with the filing of a petition for certification/decertification with the New York State Public Employment Relations Board.

NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED to as follows:

1. That the PBA will provide to the Town evidence of the support of the majority of the employees of the Town in the title of police dispatcher to be represented for purposes of collective bargaining by the PBA.

2. The Town agrees to recognize the PBA as the sole and exclusive collective bargaining representative for the Town's employees in the title of police dispatcher at the Town Board meeting immediately after receiving evidence of majority support for the PBA as set forth in paragraph 1 above.

A. The Town will publish recognition of the PBA as the sole and exclusive collective bargaining representative for the Town's employees in the title of police dispatchers as set forth in Section 201.6 of the Rules and Regulations of the Public Employment Relations Board.

3. That immediately upon recognition of the PBA by the Town as the sole and exclusive collective bargaining representative for the Town's employees in the title of police dispatcher, the PBA will assume the sole responsibility for administration of the current collective bargaining agreement between the Town and the IBEW and representation of bargaining unit members.

A. The current Collective Bargaining Agreement will remain in full force and effect between the Town and the PBA.

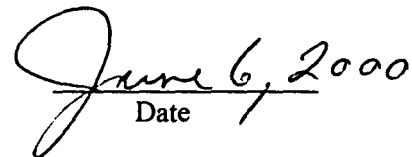
B. All terms and conditions of employment and any other benefits and privileges enjoyed by bargaining unit members shall not be altered or diminished by this agreement.

4. The IBEW will be relieved of all responsibilities and duties related to the representation of the Town's employees in the title of police dispatcher effective with the recognition by the Town of the PBA as the bargaining representative for these employees.

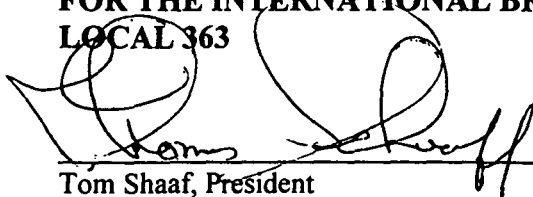
5. The IBEW hereby waives any rights to answer or contest the method of and ultimate recognition of the PBA by the Town as the sole and exclusive bargaining representative for the Town's employees in the title of police dispatcher.

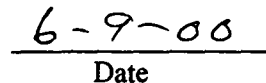
6. The IBEW agrees that it will not bring any action in any forum against the PBA or the Town in relation to the recognition of the PBA as the bargaining representative for the Town's employees in the title of police dispatcher.


Joseph Marano, Business Manager Print Name

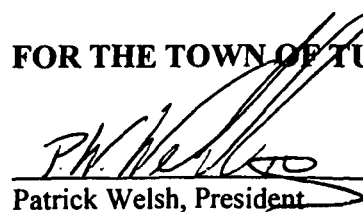

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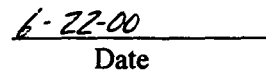
**FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 363**


Tom Shaaf, President Print Name


Date

FOR THE TOWN OF TUXEDO POLICE BENEVOLENT ASSOCIATION


Patrick Welsh, President Print Name


Date

FOR THE TOWN OF TUXEDO

Kenneth R. Magar, Sr.
Kenneth R. Magar, Sr., Supervisor Print Name

June 22, 2022
Date