

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Stipulation") is hereby entered into by and between the Town of Southampton (the "Town") and the Civil Service Employees Association (the "CSEA") this 1 day of ~~June~~^{July}, 2019.

WHEREAS, the CSEA and/or its members filed a grievance, dated September 19, 2018, challenging the rate of pay for five (5) employees who worked at the U.S. Open golf tournament in 2018 during their regularly scheduled working hours on one or more days that those employees had been approved for vacation leave and/or compensatory time off (the "Grievance"); and

WHEREAS, the CSEA demanded arbitration regarding said Grievance; and

WHEREAS, the Town denies all claims raised by the CSEA and its members in the Grievance and the demand for arbitration of said Grievance; and

WHEREAS, the Town and the CSEA wish to resolve this matter without the time, burden and uncertainty of litigation;

NOW, THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is stipulated as follows:

1. In the event that any employee who is on a previously approved absence for vacation, compensatory time or personal leave is mandated by the Town to work during his or her vacation, compensatory time off or personal leave, or in the event that a Public Safety Dispatcher working on a rotating shift duty chart is on a previously approved absence for holiday time and is mandated by the Town to work during his or her holiday time off, during hours that the employee was regularly scheduled to work prior to approval of the leave request, the employee will be paid at the rate of one and one-half (1-1/2) times the employee's straight time rate of pay for the hours that the employee worked during his or her regularly scheduled work hours which were previously approved for vacation, compensatory time, personal leave, or, where applicable, holiday time, and shall be restored the vacation day, compensatory time, personal leave day, or, where applicable, holiday time, or portion thereof, that the employee actually worked on such day.

2. In the event that any employee who is on a previously approved absence for vacation, compensatory time or personal leave voluntarily works during his or her vacation, compensatory time off or personal leave, or in the event that a Public Safety Dispatcher working on a rotating shift duty chart is on a previously approved absence for holiday time and voluntarily works during his or her holiday time off, during hours that the employee was otherwise regularly scheduled to work prior to approval of the leave request, the employee will be paid straight time pay only for the hours that the employee worked during his or her regularly scheduled work hours, and shall be restored the vacation day, compensatory time, personal leave day, or, where applicable, holiday time, or portion thereof, that the employee actually worked on such day.

3. The provisions set forth in paragraphs 1 and 2, above, shall be prospective only, for situations occurring on or after the date of ratification of this Stipulation.
4. The provisions of paragraphs 1 and 2, above, relate solely to compensation for employees working in the situations described above. Nothing herein shall or be deemed to alter, limit or abrogate any right that the Town has under the collective bargaining agreement between the Town and the CSEA, or any other legal, contractual or management right that the Town has with respect to the assignment of work, including but not limited to overtime work, or to determine the need, number or classification of employees required or requested for any work. Without limiting the generality of the foregoing, nothing herein shall alter, limit or abrogate any right the Town has to grant or deny leave time requests, or to direct employees to work.
5. The CSEA shall and hereby does withdraw the Grievance and demand for arbitration of the Grievance, with prejudice. In exchange for the CSEA's withdrawal of the Grievance and demand for arbitration, with prejudice, and the other terms set forth herein, the five Grievants identified in the Grievance shall be paid an amount equal to an additional one-half (1/2) times the straight time pay rate in effect on the date that such work was performed for all hours that they worked at the U.S. Open golf tournament in 2018 during their regularly scheduled working hours while on a previously approved vacation or compensatory time off day, per the following:

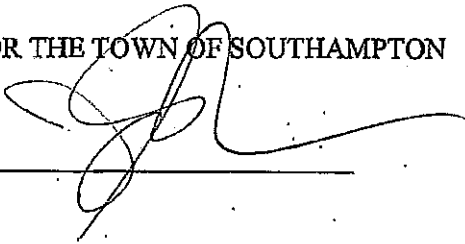
Name	Regularly scheduled hours worked at US Open while on approved vacation or comp time	Regularly scheduled hours paid at US Open while on approved vacation or comp time	Add'l hours to be paid (one-half times regularly scheduled hours worked during vacation or comp time)
Timothy Boe	23.75 hours	23.75 hours	11.875 hours
Christopher Brenner	4.75 hours	4.75 hours	2.375 hours
Linda Fabiano	3 hours	3 hours	1.5 hours
Asparouh Mitev	23.5 hours	23.5 hours	11.75 hours
Lorene Sullivan	24 hours	24 hours	12 hours

Said payments shall be made by no later than the payroll date for the second pay period following approval of this Stipulation by the Town Board.

6. Nothing herein shall alter the provisions contained in the CBA relating to emergency closings.

7. Neither this Stipulation nor any of its terms shall be deemed to constitute an admission by the Town of any violation of the CBA, or of any other law, agreement or obligation.
8. The parties agree that Arbitrator Elena Cacavas, Esq., whom the parties mutually selected as arbitrator to hear the Grievance, shall retain jurisdiction over disputes arising under this Stipulation, subject to the terms of the contractual grievance procedure.
9. This Stipulation may be signed in separate counterparts, each of which shall constitute an original. A signed facsimile copy of this Stipulation shall constitute an original.
10. This Stipulation shall be subject to approval by the Town Board of the Town of Southampton.

FOR THE TOWN OF SOUTHAMPTON



FOR THE CSEA

