



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 07/26/22 06:00 PM
Department: Personnel
Category: Personnel
Prepared By: Sandra Cirincione
Initiator: Sandra Cirincione
Sponsors: Supervisor Jay Schneiderman
DOC ID: 40937

ADOPTED

TOWN BOARD RESOLUTION 2022-820

Ratify MOA with CSEA and Authorize Supervisor to Execute Contract

WHEREAS, the Town of Southampton ("Town") is a party to a collective bargaining agreement with the Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO (the "CSEA") that expires December 31st, 2023; and

WHEREAS, in a Memorandum of Agreement dated July 26, 2022, representatives for the Town and the CSEA reached a tentative agreement for the current contract to be extended through December 31, 2025, along with certain other changes to the contract; now, therefore, be it

RESOLVED, that the Town Board hereby ratifies the Memorandum of Agreement between the Town and the CSEA dated July 26, 2022; and be it further

RESOLVED, that upon incorporation of the Memorandum of Agreement into a collective bargaining agreement, the Town Supervisor is hereby authorized to execute said collective bargaining agreement.

Financial Impact

To be determined by the Town Comptroller.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Schneiderman, Supervisor
SECONDER:	Cynthia McNamara, Councilwoman
AYES:	Schneiderman, McNamara, Martel, Bouvier, Schiavoni

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the Town of Southampton, (the "Town"), and CSEA, Local 1000 AFSCME, AFL-CIO Southampton Town Unit # 8756-00, (the "CSEA") dated this 26 day of July, 2022.

WHEREAS, the Town and CSEA are parties to a collective bargaining agreement which expires December 31, 2023; and

WHEREAS, authorized representatives for the Town and CSEA met pursuant to the Taylor Law to negotiate an extension to the agreement, as well as other modifications to certain terms and conditions of bargaining unit members' employment; and

WHEREAS, the parties have reached a tentative agreement to extend the current contract through December 31, 2025, in exchange for modifications to certain terms and conditions of bargaining unit members' employment, which is subject to ratification by the membership of the CSEA and the Town Board, it is stipulated and agreed as follows:

1. **Wages – Article 13**

- a) Effective January 1, 2024 increase the salary of all bargaining unit titles by 2.5%.
- b) Effective January 1, 2025 increase the salary of all bargaining unit titles by 2.5%.
- c) The Salary Schedules for the term January 1, 2024 through December 31, 2025 are attached hereto as Exhibit A.

2. **Wages – Article 13**

- a) Effective January 1, 2022, the base salary of all bargaining unit members will be increased by \$2,000.
- b) The Town shall retroactively compensate all bargaining unit members for wages owed as a result of the January 1, 2022 salary increase on or before August 31, 2022.

3. **Saturdays, Sundays, and Holidays – Article 7**

The list of paid enumerated legal holidays set forth at Article 7, Section 1(c) shall be amended as follows:

- a) Juneteenth shall be added effective January 1, 2023;
- b) Election Day shall be removed effective January 1, 2023;
- c) New Year's Eve ½ day shall be removed effective January 1, 2023.

4. **Saturdays, Sundays, and Holidays – Article 7**

The final four (4) sentences of Article 7, Section 6, shall be amended as follows (~~strikethrough~~ language removed; double underline language added):

Effective January 1, ~~2001~~ 2023, the night differential for Public Safety Dispatchers shall be ~~\$1,500~~ \$2,500. Effective January 1, 2024, said night differential shall be increased by the same percentage as the annual salary increase under the contract for that year (2.5%). Effective January 1, 2025, said night differential shall be increased by the same percentage as the annual salary increase under the contract for that year (2.5%). Said shift differential shall be paid in the first pay period in December.

Effective January 1, ~~2005~~ 2023, the night differential for Public Safety Dispatchers assigned throughout the year to the fixed midnight tour of duty shall be ~~\$4,500~~ \$7,000. Effective January 1, 2024, said night differential shall be increased by the same percentage as the annual salary increase under the contract for that year (2.5%). Effective January 1, 2025, said night differential shall be increased by the same percentage as the annual salary increase under the contract for that year (2.5%). This benefit shall be pro-rated for PSDs who are assigned to the midnight tour for less than the entire year.

5. **Vacations – Article 12**

The first three (3) sentences of Article 12, Section 1, shall be amended as follows (double underline language added):

Section 1. VACATION LEAVE YEARS 1-5

~~During the first year of employment full time permanent annual salaried and permanent hourly salaried employees shall earn vacation credits at the rate of .83333 day of each month worked for a total of ten (10) paid working days of vacation for the year. A probationary employee who becomes permanent shall be entitled to vacation credit from date of hire. Thereafter, and until completion of five (5) years of employment service, such employee shall receive ten (10) working days vacation per year. On each succeeding January 1st, an employee's earned and accumulated vacation credits are to be computed and determined. The amount of vacation credits shall be the vacation entitlement for utilization by such employee during the calendar year.~~

~~Example: A full time permanent annual or hourly salaried employee hired on March 1st, 1990, and working until the end of the year, will be entitled to 8 1/3 days vacation credit. Starting with January 1st, 1991, and ending December 31st, 1991, such employee would be entitled to schedule and use such 8 1/3 vacation [working] days for the calendar year.~~

During the 12 months of Town employment, a probationary employee who successfully completes their six-month probationary period and becomes permanent under the contract shall be entitled to vacation credit from date of hire, and shall receive five (5) vacation days for use subject to all Town and contractual rules regarding use of vacation time.

Employees hired and starting Town employment between January 1 and June 30 shall receive five (5) additional days of vacation time on January 1 of their second year of Town employment.

Employees hired and starting Town employment between July 1 and December 31 shall receive five (5) additional days of vacation time on July 1 of their second year of Town employment.

Thereafter, and assuming that such employee continued in the employment service of the Town on each succeeding calendar year, he/she would be entitled to earn up to ten (10) working days of vacation at a rate of .83333 day for each month worked until completion of five (5) years of service.

6. **Basic Work Week – Article 14**

Section 1 of Article 14 shall be amended to add the following (double underline language added):

(c) Effective January 1, 2023, the Town shall adopt for all bargaining unit members who presently work a 40-hour work week (exclusive of a daily half-hour unpaid meal period) a 40-hour work week comprised of five (5) eight (8) hour work days, inclusive of a daily half-hour paid meal period.

(d) The Town and the CSEA agree that employees may not waive their daily half-hour paid meal period

(e) In calculating eligibility for overtime compensation under this Agreement, the half-hour paid meal period shall be included as hours worked solely for purposes of determining eligibility for contractual overtime.

7. **Overtime– Article 15**

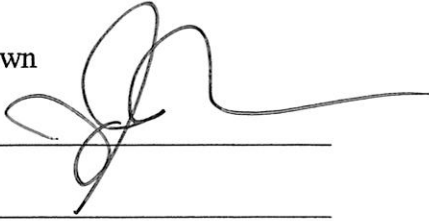
Section 1 of Article 15 shall be amended to add the following (~~striketrough~~ language removed, double underline language added):

~~(b) All “blue collar” and other traditional 40 hour position employees performing authorized overtime in excess of 40 hours in any given work week shall receive one and one half times the straight time rate.~~

(b) All employees, with the exception of employees covered by Section 1(a) of this Article, performing authorized overtime in excess of 40 hours in any given work week shall receive one and one-half times the straight time rate for such authorized overtime hours. Nothing herein shall preclude the Town from using a greater hourly rate for overtime hours where required under the Fair Labor Standards Act (FLSA).

~~(c) Waste Management Disposal area personnel authorized to work overtime in excess of 40 hours in any given 7 day period of Sunday through Saturday inclusive shall be entitled to one and one-half the straight time rate.~~

For the Town



For the CSEA

Clare Shea, Unit President

Shall, LRS CSEA