

MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this 23 day of August, 2021, by and between the negotiating committees for the City of Glen Cove ("City") and Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, City of Glen Cove Unit, Nassau County Municipal Employees, Local 882 ("CSEA").

WHEREAS, the City and the CSEA have engaged in negotiations in good faith in a effort to arrive at a successor agreement to a collective bargaining agreement that expired on December 31, 2019; and

WHEREAS, the City and the CSEA have arrived at a tentative agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the CSEA hereby stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the CSEA and the City Council of the City of Glen Cove.
2. The signatories below and any members of the parties' respective negotiating committees agree to recommend and support this Agreement for ratification.
3. Duplicate originals of this document have been furnished to representatives of both the City and the CSEA.
4. All proposals not covered herein made by either the City or the CSEA during the course of negotiations or discussions shall be deemed null and void.
5. If any claim is made by the CSEA or the City relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of the City, the CSEA, or their respective counsel.
6. The provisions of the Collective Bargaining Agreement between the City and the CSEA effective January 1, 2015 through December 31, 2019, shall be carried forward except as modified below.
7. Unless otherwise noted, all dates involving the length of the successor collective bargaining agreement shall be conformed to the duration of the negotiated collective bargaining agreement.
8. Unless otherwise noted, all changes shall be prospective from the date of full/final ratification of this Agreement.
9. The duration of the successor collective bargaining agreement shall be from January 1, 2020 through December 31, 2024.
10. The term of agreement, delineated prior to Article I: replace the phrase "January 1, 2015 through December 31, 2019" with "January 1, 2020 through December 31, 2024."

11. **Article III, Section 1:** the schedule that indicates Department of Public Works 7:00 a.m. – 3:30 p.m. shall also include the Parks Division employees.

12. **Article III, Section 1:** the second paragraph of this section shall be modified as follows:

CSEA agrees to have certain employees be scheduled for customized hours, i.e., hours other than a standard Monday through Friday workweek; the City agrees that, to the extent said workers are working after 6:00 p.m. said employees shall be entitled to a ten percent (10%) night differential on said hours (except City Hall Custodian that receives night differential on all night shift hours). The positions that allow for customized hours are: Police Dispatchers, Police and City Hall Custodians, Golf Course employees, Morgan Park employees, Code Enforcement Officers, Youth Services and Recreation employees, Department of Public Works administration, building maintenance employees, and Emergency Medical Technicians.

13. **Article IV, Section 1** shall be deleted in its entirety and replaced with:

All employees covered by this agreement shall receive an increase in their base annual salary of one percent (1%) effective retroactive to January 1, 2021.

All employees covered by this agreement shall receive an increase in their base annual salary of two percent (2%) effective January 1, 2022.

All employees covered by this agreement shall receive an increase in their base annual salary two and three-quarters percent (2.75%) effective January 1, 2023.

All employees covered by this agreement shall receive an increase in their base annual salary of three and one-half percent (3.5%) effective January 1, 2024.

14. **Article V, Section 1** shall be modified as follows:

Notwithstanding any other provisions of this contract, no more than ten (10) percent of the employees in any one department will be given personal leave and/or vacation leave and/or sick leave on any single working day. Approval of the Department Head/Supervisor will be necessary (except for sick time) to obtain this time off, so that ten (10) percent maximum will not be exceeded. Unpaid leave of absence must be approved by the Mayor. The General Labor Foreman, the Labor Foreman, all City Garage employees, and the Sign Painter shall be excluded from the aforementioned ten percent (10%) total.

15. **Article V, Section 2** shall be modified as follows:

Each employee shall be entitled to five (5) days personal leave annually. The employee must give five (5) days notice to Glen Cove of their intention to take personal leave time except in emergency. Personal leave may be accumulated and carried over into a succeeding year until the maximum of ten (10) personal days is accumulated, after that, no personal leave days may be accumulated in any way. All departments in Glen Cove will have a uniform policy as to personal leave. No reason shall be required of the employee for his request for personal leave. Upon separation from employment with the City of Glen Cove, an employee is entitled to be paid for no more than ten (10) days of accrued personal leave time, to be paid at their rate of pay at the time of separation from employment.

16. **Article V, Section 3** shall be modified as follows:

Section 3. HOLIDAYS

The following days are holidays for Glen Cove employees and employees shall receive their regular day's pay, even though City offices are closed on such days:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day (Fourth of July)
6. Labor Day
7. Juneteenth
8. Columbus Day
9. Election Day
10. Thanksgiving Day
11. Friday After Thanksgiving
12. Veterans' Day
13. Christmas Day

Also, for Lincoln's Birthday, Easter Sunday and Flag Day, employees shall receive one compensatory day each. Further, if any of the eleven listed holidays (except Lincoln's Birthday, Easter Sunday and Flag Day) falls on a Saturday or Sunday, the employee shall be given the preceding Friday or successive Monday as a holiday.

17. **Article V, Section 10** shall be modified as follows:

If a snow emergency occurs and City Hall is open, each absent employee shall have the day charged against their personal leave. In the event of inclement weather that is so severe that employees that are residents of the City of Glen Cove are not able to get to their respective jobs at City Hall, the City of Glen Cove will provide transportation to and from work for said employees.

18. There shall be a new **Article VI, Section 12** as follows:

Section 12. FAMILY LEAVE

An employee covered by this agreement shall be entitled to up to ten (10) days paid family leave benefit upon the date of birth or adoption of a child/children by the employee or the employee's spouse. Said Family Leave must be taken consecutively and may be taken any time up to six months after the birth or adoption of the child/children. Employees seeking to avail themselves of Family Leave under this Section must provide a birth/adoption certificate listing the employee as a parent to the Personnel Officer and must provide reasonable and sufficient advance notice of the aforementioned leave to the employee's department head.

19. **Article VI, Section 1** shall be deleted in its entirety and replaced with the following:

Personnel of the City of Glen Cove referred to in this agreement shall be entitled to vacation accrual allowances, and commence accrual of vacation time at the time of hiring, as based on the following:

Year	Vacation Days Per Year
1	10
2	10
3	15
4	16
5	17
6	18
7	19
8	20
9	21
10	21
11	21
12	21
13	21
14	21
15 and thereafter	25

New employees may begin using accrued vacation time only after they have been on the payroll a minimum of six (6) months.

20. In settlement of a class action grievance filed by the CSEA regarding the timing of when an employee begins to accrue vacation, the City agrees to award certain current employees additional vacation time up to a maximum award of eleven days per employee. The employees who would be eligible for said settlement have been selected and agreed upon by the City and CSEA in an appendix and shall not include any other employees.

21. In settlement of a class action grievance brought by the CSEA regarding employee contribution to dental and vision insurance plans, the City agrees to reimburse certain employees their contributions paid back to January 1, 2018. The list of employees eligible for reimbursement has been agreed upon between the City and the CSEA in an appendix and no other employees shall be eligible for the aforementioned settlement. The City will continue to provide the CSEA Employee Benefit Fund Plan. The City shall pay the full cost of the premium of the employee for enrollment in either an individual or family plan. CSEA members will be provided the Dutchess Dental Plan.

22. **Article XVII, Section 3** shall be modified as follows:

Section 3. If an individual has no sick time accumulated when he is injured on the job, he will be given up to fifteen working days to be used as sick time. Each employee eligible for additional sick time pursuant to this Section shall be limited to fifteen (15) days in any ten-year period.

23. **Article XXIII, Section 8** shall be deleted in its entirety and replaced with the following:

Section 8. Employees that are deemed by the City to hold "safety sensitive" positions, such as Laborers and Cleaners amongst other titles, and employees that operate any City vehicle shall be included in the random drug and alcohol testing pool.

24. **Article III, Section 1** shall be modified as follows:

Fire Dispatchers and EMS employees work seven (7) non-rotating twelve (12) hour shifts over a fourteen (14) day period for which they receive eighty (80) hours of regular pay and four (4) hours of overtime pay. Fire Dispatchers and EMS employees receive night differential and holiday pay, even when off. Night differential is paid for all tours between the hours of 4:00 p.m. and 8:00 a.m. These employees are permitted to work a maximum tour of sixteen (16) hours on with at least eight hours off between tours, except during emergencies.

Emergency Communication Dispatchers, which includes supervisory staff, shall receive night differential and holiday pay, even when off. Night differential is paid for all tours between the hours of 4:00 p.m. and 8:00 a.m. Employees shall be permitted to work a maximum tour of sixteen (16) hours on with at least eight (8) hours off between tours except during emergencies.

25. **Article XVI, Section 7** shall be a new provision added to the Agreement which shall state as follows:

Section 7. All Water Department staff in the titles of Water Plant Operator and Water Service Foreman shall have the opportunity to be included in the On-Call rotation as described herein:

- a. The On-Call shift rotation will run from Friday at 3:30 p.m. through the following Friday at 3:30 p.m. (seven (7) calendar days).
- b. The On-Call rotation is determined by the Water Service Foreman.
- c. While On-Call, employees shall carry a tablet device, to be provided to the employee and maintained/owned by the City.
- d. Employees hired into the above titles will receive training to use the tablet device
- e. In the event the On-Call employee is unable to fulfill the On-Call responsibility, the employee shall notify the Water Service Foreman. The Water Service Foreman shall make alternate arrangements for another employee to cover the shift or the remainder of the shift and to transfer the tablet device to the other employee.
- f. On-Call employees may voluntarily swap shifts with each other in advance, provided they obtain approval from the Water Service Foreman. The employee understands that coverage must

be in place each day of each week. Management retains the right to perform this work by other means in the event that the employees cannot cover one or more shifts or in the event of an emergency.

g. Compensation for service On-Call shall be as follows:

1. For On-Call daily shifts commencing on a weekday, the employee On-Call shall receive \$32 for On-Call pay;

2. For On-Call daily shifts commencing on a Saturday, the employee On-Call shall receive \$48 for On-Call pay;

3. For On-Call daily shifts commencing on a Sunday or a Holiday as defined in Article 4, Section 3 of this Agreement, the employee shall receive \$64 for On-Call pay.

h. The employee who actually serves On-Call shall be the employee eligible to be compensated.

i. Compensation for work performed as a result of being recalled to their jobs while On-Call shall be in accordance with Article XVI, Section 6. This "recall pay" shall only apply in instances in which the employee On-Call must report to the worksite in person.

j. Tablet devices contemplated in this section will be supplied, owned, and maintained by the City of Glen Cove. If an employee is found to be grossly negligent in the care of the device or intentionally damaged the device, or in the even devices or repeatedly lost by a certain employee, disciplinary action may result.

26. **Article XVI, Section 8** shall be a new provision added to the Agreement which shall state as follows:

Section 8. Overtime earned during the calendar month shall be paid by the City to the employee on or before the seventh (7th) day of the succeeding calendar month.

27. Except as specifically stated otherwise in this Agreement, CSEA agrees to immediately discontinue any pending grievances charges upon execution of this Agreement and agrees not to bring any grievances and/or any new improper practice charges which could have been brought prior to the date of August 18, 2021.

28. Both parties agree to create a committee to discuss grade changes and positions during the length of the contract.

29. CSEA agrees to present this Memorandum of Agreement for ratification by its membership. Upon ratification by the CSEA membership, the City Council intends on considering this Memorandum of Agreement at its next regular scheduled meeting.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS PROVIDED ITS APPROVAL.

IN WITNESS WHEREOF, this Agreement is executed this 23 day of August, 2021

Agreed and Accepted on
Behalf of the City



Timothy Tenke
Mayor

Agreed and Accepted on
Behalf of the CSEA



Ralph Comitino
CSEA President

Agreed and Accepted on
Behalf of the CSEA



Timothy Boerum
Labor Relations Specialist