

**AGENDA FOR THE BOARD OF TRUSTEES  
WORK SESSION/SPECIAL MEETING  
-OPEN TO THE PUBLIC-**

**August 9, 2023, 11:00 A.M.**

**\*LTV Studios, 75 Industrial Road, Wainscott, NY 11975**

**\* Please note location change**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**PUBLIC COMMENT:**

**RESOLUTIONS/MOTIONS:**

**Resolution #1-2023;**

Approve Memorandum of Agreement (MOA) between the Village of East Hampton and the East Hampton Village Public Safety Dispatchers Association (period: 8/1/23 – 7/31/28).

AUG 9 2023

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

MEMORANDUM OF AGREEMENT

BETWEEN

THE VILLAGE OF EAST HAMPTON

and

EAST HAMPTON VILLAGE PUBLIC SAFETY DISPATCHERS ASSOCIATION

This Memorandum of Agreement ("MOA") is entered into as of the 31 day of July, 2023, by and between the Village of East Hampton (the "Village") and the East Hampton Village Public Safety Dispatchers Association (the "Union").

WHEREAS, the Village and the Union are parties to a collective bargaining agreement ("CBA") which expires on July 31, 2023; and

WHEREAS, the Village and the Union have reached a tentative agreement in principle which is subject to ratification by the membership of the Union as well as approval from the Village Board of Trustees;

NOW, THEREFORE, it is stipulated and agreed that the terms and conditions contained in the CBA are as follows:

1. All Village and Union proposals in collective bargaining which are not addressed by this MOA are hereby withdrawn.
2. All provisions of the CBA which expire on July 31, 2023, shall be incorporated into the successor labor agreement, except as modified by this MOA.
3. Change any and all language in all CBA and successor MOAs containing the phrase "PSDIII" to "Chief of Police or his/her designee."
4. Add new **Section 28 - General Provisions** and include the following: "The Village shall not place any cameras or recording devices in the dispatch or lounge areas."

**5. Section 3 - Salary**

Modify chart as follows:

The base salary for all steps and titles within the bargaining unit shall be as set forth in the following chart:

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Training Step 6 Months	\$59,000	\$60,770	\$62,593	\$64,470	\$66,405
Step 1	\$65,304	\$67,881	\$70,536	\$73,270	\$77,000
Step 2	\$71,887	\$75,177	\$78,565	\$82,056	\$85,650
Step 3	\$82,874	\$85,463	\$88,130	\$90,877	\$93,706
Step 4	\$86,885	\$90,624	\$94,476	\$98,443	\$102,529
Step 5	\$92,762	\$97,890	\$101,547	\$106,139	\$110,868
Step 6	\$99,851	\$105,525	\$111,369	\$115,327	\$118,788
Step 7	\$107,498	\$112,783	\$118,226	\$123,883	\$127,548
PSDII	\$117,919	\$124,032	\$130,328	\$136,822	\$143,492

**6. Section 4 - Longevity Pay**

Amend paragraph "1" and "Years of Service" chart to read as follows:

All provisions for longevity in the current CBA shall remain in effect until August 1, 2024. Effective August 1, 2024, an employee shall receive longevity payments set forth in the following schedule, reflecting percentages of top step PSDI pay scales.

YEARS OF SERVICE	2023-2024	%	2024-2025	2025-2026	2026-2027	2027-2028
7	\$3,500	3.5	\$3,947.41	\$4,137.91	\$4,335.91	\$4,464.18
10	\$4,500	4.5	\$5,075.24	\$5,320.17	\$5,574.74	\$5,739.66
15	\$5,500	5.5	\$6,203.07	\$6,502.43	\$6,813.56	\$7,015.14
20	\$6,500	6.5	\$7,330.895	\$7,684.69	\$8,052.40	\$8,290.62
25	\$7,500	7.5	\$8,458.73	\$8,866.95	\$9,291.23	\$9,566.10
30	N/A	8.5	\$9,586.56	\$10,049.21	\$10,530.06	\$10,841.58

**5. Section 5- Night Differential/Night Call Pay**

Amend paragraphs “1” to read as follows:

Effective August 1, 2023, night shift differential shall be paid as follows:

For members working on a rotating two-tour basis, night differential shall be an amount equal to six percent (6%) of the top step base salary for the title PSDI. For members working on a steady midnight tour, night differential shall be an amount equal to eight percent (8%) of the top step base salary for the title PSDI.

**6. Section 6B - Hospitalization Insurance**

Modify Section 6(B) to read as follows:

The Village shall maintain a Dental/Optical Plan for Union members with guaranteed Village contributions as follows:

Effective January 1, 2024	\$2,400.00 per member per year
Effective January 1, 2025	\$2,500.00 per member per year
Effective January 1, 2026	\$2,550.00 per member per year
Effective January 1, 2027	\$2,600.00 per member per year
Effective January 1, 2028	\$2,650.00 per member per year

**7. Section 7 - Meal Period**

Delete the following phrase “. . . provided they remain within five (5) miles of the Emergency Communications Center.”

**8. Section 11 - Schedule of Tour**

Amend the last sentence of Section 11(A) to read as follows:

Dispatchers assigned to the midnight shift shall be required to work two (2) payback days.

Add the following paragraph to the end of Section 11:

XDO DAYS:

(A) Dispatchers performing extra duty, such as EMD-Q, mapping, statistics, and like duties, shall be awarded XDO days at the discretion of the Chief of Police or his designee after consultation with the Union so long as it does not cost overtime.

(B) The Department Training officer shall receive four (4) XDO days per fiscal year, when actively training a probationary PSDI.

**9. Section 13 - Sick Leave**

Amend Section 13 in the appropriate paragraphs to read as follows:

*Section A:*

Effective August 1, 2023, members of the bargaining unit shall receive twenty-one (21) sick days per year.

Employees shall be permitted to use their current allotment of sick days per year for the sickness of their immediate family.

All members hired before the ratification of this Agreement shall be entitled to the following payment of accrued sick leave upon separation of service: One (1) sick day for every one (1) sick day for the first one hundred seventy-five (175) days, one (1) day for every two (2) days for the next one hundred (100) days, for a maximum of two hundred twenty-five (225) days.

Members hired after the ratification of this Agreement shall be entitled to one (1) day for every two (2) days of a total of three hundred fifty (350) days, for a maximum of one hundred seventy-five (175) days.

All paid sick leave accrued by any member may be taken as lump sum payment or as terminal leave, at the members discretion.

For members hired before August 1, 2013, the unpaid sick leave bank accrued under previous Agreement shall remain, to be used as sick leave or leave of absence prior to separation, with no pay-out at separation from service.

There is no restriction on the number of days that can be accrued and used as sick leave during employment.

#### *Section B*

Amend Maternity to read as follows:

An employee with less than four (4) years of continuous service shall be entitled to four (4) weeks of consecutive paid maternity leave to care for a newborn child. An employee with four (4) or more years of continuous service shall be entitled to eight (8) weeks of paid maternity leave to care for a newborn child.

**12. Section 15 - Holidays**

Amend the last two (2) sentences of paragraph “1” to read as follows:

The employee shall be able to take leave time or receive pay at the end of the fiscal year or quarterly for any unused holidays at the discretion of the employee.

Employees shall be allowed to cash out their holidays not taken quarterly and be paid out in the last pay period in October, January, April and July.

**13. Section 16 - Accumulated Time**

Add the following paragraph after paragraph “1”:

No employee hired before August 1, 2023 may carry over more than fifty (50) days of vacation time during any fiscal year with the exception of the current year’s entitlement. Employees whose banked vacation time exceeds the limit at the time this Agreement is executed shall be frozen at that level and paid out at the current rate.

Employees hired on or after August 1, 2023 may carry no more than twenty-five (25) days of vacation time during any fiscal year with the exception of the current year’s entitlement.

Employees are entitled to be paid out for no more than fifty (50) vacation days in lump sum in the year they separate from service. The remainder of said accumulated vacation time can be used as terminal leave or paid out in preceding years, a maximum of fifty (50) vacation days in each preceding year.

Employees must give written notice of retirement to the Village by June 1st, of any year, to receive lump sum payments under Sections 13 and 16 of the Agreement in the next fiscal year. If said notice is not received by June 1st, the payment will not be required until the following fiscal year.

Replace the last paragraph to read:

The Village shall approve all requests for vacation, holiday or compensatory time off if minimum staffing is met. If at minimum staffing, granting of time off will be contingent upon finding coverage for the shift, if necessary. If coverage is not found, the time off is denied.

**14. Section 17 - Personal Leave**

Add the following to the end of Section 17:

Employees shall be entitled to:

**Bereavement Leave**

- Fifteen (15) consecutive scheduled work days off as leave with pay for the funeral of a current Spouse, Child, or Grandchild per event.
- Five (5) consecutive work days off as leave with pay for the funeral of you or your spouse's immediate family member (Mother, Father, Brother, Sister, Grandparent) per event.
- Two (2) consecutive work days for you or your spouse's extended family member (Aunt, Uncle, Cousin) per event.
- One (1) work day off for you or your spouse's unrelated loved one at the discretion of the Chief or his designee per event

Additional work days off may be given at the discretion of the Chief of Police or his/her designee on an individual basis as needed. Bereavement days shall not be denied for Spouse, Children, Grandchildren and immediate family members. Bereavement days shall not be unreasonably denied for extended family.

**15. Section 20 - College Credit**

Amend the paragraph as follows:

All provisions for college credit in the current CBA shall remain in effect until August 1, 2024. Effective August 1, 2024, an employee shall be entitled to a payment equivalent of two percent (2%) of his/her base salary for an Associate's degree and four percent (4%) of his/her base



salary for a Bachelor's degree and any degree above a Bachelor's degree, including but not limited to, a Master's degree or Law degree after seven (7) years of service. Such payment shall be included in the employee's regular paycheck.

**16. Section 23 - Grievance Procedure**

Add the following sentence to the selection of contract arbitrator for the Union to read:

The Union selects Edward Groarke.

**17. Section 24 - Union Leave/Negotiations**

Amend the first sentence to read:

The Union President and Vice-President or his/her designee shall be excused from their regular days for no more than fifteen (15) days per year to attend to Union business.

**18. Section 26 - Contract Term**

Amend the paragraph as follows:

The duration of the Agreement shall be for five (5) years commencing August 1, 2023 through July 31, 2028.

19. Once approved by both parties, the Union agrees to combine the CBA and MOA(s) into an updated booklet which will be distributed to the Village within a reasonable period of time.

20. This MOA shall be subject to review and approval by the Board of Trustees of the Village after ratification by the members of the Union.

Village of East Hampton

East Hampton Village Public Safety Dispatchers

By:

By:

Title:

Title: