

MEMORANDUM OF AGREEMENT made and entered into this    day of August, 2012, by and between the negotiating committees for the Town of North Hempstead ("the Town"), and the Civil Service Employees' Association, Inc., Local 1000 AFSCME, AFL-CIO, Region 1, Nassau: Municipal Employees #882, Town of North Hempstead Unit #7555 ("the Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2011, and;

WHEREAS, the parties have arrived at a tentative agreement covering the period January 1, 2012 through December 31, 2016;

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

1.     The provisions of this Memorandum are subject to ratification by the respective parties to the contract.
2.     The signatories below agree to recommend this Memorandum for ratification.
3.     A copy of this document has been furnished to representatives of the Town and the Association.
4.     All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped, subject to separate written stipulation.
5.     The provisions of the prior Agreement shall be carried forward except as modified in Sections III, IV, VIII, XVI, and XXI, as set forth in the attachment hereto.

## ATTACHMENT TO 2012 MEMORANDUM OF UNDERSTANDING

The provisions of the prior Agreement shall be carried forward except as set forth below:

1. Section III(H) of the Agreement is modified to increase from \$9.00 to \$11.00 the meal allowance for employees who work more than 11 hours continuously;
2. Section IV(B)(3) of the Agreement is modified to increase from 77 days to 80 days the maximum amount of vacation time that may be accumulated and carried over by any officer or employee as of December 31;
3. Section VIII(A) of the Agreement is modified to delete all existing provisions and replace with:

### A. SALARY SCHEDULES (to be applied as per subsection B below)

- (1) All employees shall receive a basic compensation as established by a 2012 Salary Schedule that shall be computed by increasing each step on the 2011 Salary Schedule by 2% retroactive to the first pay period of 2012.
- (2) All employees shall receive a basic compensation as established by a 2013 Salary Schedule that shall be computed by increasing each step on the 2012 Salary Schedule by 2% effective the first pay period of 2013.
- (3) All employees shall receive a basic compensation as established by a 2014 Salary Schedule that shall be computed by increasing each step on the 2013 Salary Schedule by 2.5% effective the first pay period of 2014.
- (4) All employees shall receive a basic compensation as established by a 2015 Salary Schedule that shall be computed by increasing each step on the 2014 Salary Schedule by 3.0% effective the first pay period of 2015.
- (5) All employees shall receive a basic compensation as established by a 2016 Salary Schedule that shall be computed by increasing each step on the 2015 Salary Schedule by 3.0% effective the first pay period of 2016.
- (6) Effective January 1, 2013, there shall be a salary deferral implemented as follows: New employees hired on or after that date shall receive their first check after imposition of a five (5) work day (one week) salary deferral, and existing full-time employees shall

have five (5) work days (one week) of regular pay deferred, said deferrals to be assessed in 26 installments over the course of 2013 (one installment per pay period). Salary deferred under this provision shall be paid at the end of service.

4. Section XXI of the Agreement is modified to delete all existing provisions and replace with:

This Agreement shall commence January 1, 2012 and terminate December 31, 2016.

5. Section XVI(B)(4) of the Agreement is modified to delete the following language:

Employees with three offenses as of the date of this contract shall assume second offender status for purposes of this contract.

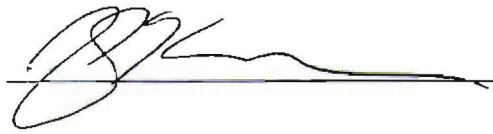
6. Section XVI(C)(Appendix A) is modified to delete the first paragraph and to add the following language:

New employees hired for a position entitled to health benefits shall contribute 18% towards the total cost to the Town of supplying medical, dental and optical benefits to them and their dependents (if any). After ten (10) years of employment with the Town, said new employees contribution shall be reduced to 15% toward the cost to the Town of supplying medical, dental and optical benefits to them and their dependents (if any). A "new employee" for the purposes of this subsection, shall mean any person hired by the Town after the ratification date of this Agreement.

Employees for a position entitled to health benefits hired after January 1, 2005 and before the ratification date of this Agreement shall contribute 15% towards the total cost to the Town of supplying medical, dental and optical benefits to them and their dependents (if any). After ten (10) years of employment with the Town, said new employees contribution shall be reduced to 10% toward the cost to the Town of supplying medical, dental and optical benefits to them and their dependents (if any).

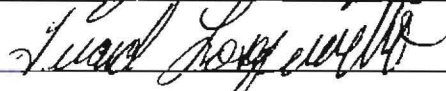
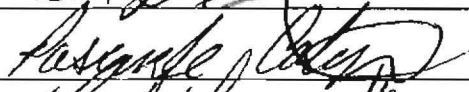
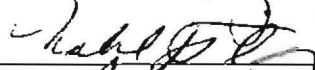
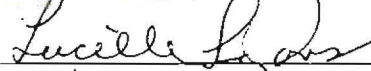
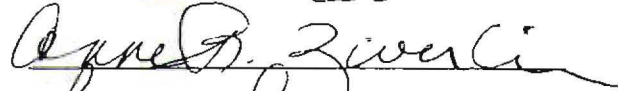
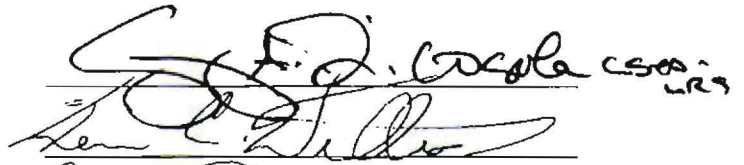
7. Section XVI(G) of the Agreement is modified to increase from \$35 per year to \$50 per year the cleaning allowance for every employee who is supplied clothing by the Town.

6. Unless otherwise noted, all changes shall be prospective from the signing of the contract.



For the Town

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For the Association

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