

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
COUNTY EXECUTIVE

LABOR RELATIONS

Jeffrey L. Tempera
Director

MEMORANDUM OF AGREEMENT

When signed below, this shall constitute an agreement between the County of Suffolk, hereafter referred to as "the employer" and the Suffolk County Association of Municipal Employees, Inc., hereafter referred to as "the Association", as follows:

1.
 - a) The Association agrees to the implementation of a lag payroll of one weeks pay deferred from the July 13, 2009 through and including July 26, 2009 pay period and one weeks pay deferred from the December 14, 2009 through and including December 27, 2009 pay period for a total of 10 days lagged.
 - b) Nothing herein shall be construed as otherwise diminishing any salary or other contractual benefit set forth in the current collective bargaining agreement.
2. All monies due to employees and which are deferred by the implementation of the lag payroll shall be paid out to the employees as follows:
 - a) Employees shall receive from the County any deferred monies due to them upon separation from employment.
 - b) Deferred monies shall be paid out to the affected employees at the rate of salary in effect at the time of the employee's separation from employment.
3. It is agreed that the impact of the lag payroll shall be considered "pension neutral" for the purposes of employee retirement. Lagged time shall be credited as time worked during 2009 even though the payment of those wages shall be deferred as set forth above. The County will seek an opinion from the New York State Retirement System to confirm the opinion issued in 1991 that the implementation of a lag payroll is pension neutral.
4. The County agrees that there will be no layoff of Association members for the remainder of 2009.
5. It is the present intent of the County that there be no economically motivated lay-offs of employees in 2010 but this expression of intention shall neither constitute a guarantee of any kind nor shall it be binding upon the parties in any manner. This provision shall not be subject to any type of third party review (including, but not limited to, the grievance and arbitration provisions of the parties' Collective Bargaining Agreements, PERB court).

Continued . . .

6. The agreement by the County regarding lay-offs in paragraphs 4 and 5 does not apply to the John J. Foley Skilled Nursing Facility.
7. The Association withdraws grievances 07-01, 08-04 and 09-04 regarding meetings of the Salary and Appeals Board. The parties further agree that this Agreement is in full satisfaction of any obligation the County may have had with regards to holding meetings of the Salary and Appeals Board for the periods covered by the grievances. The parties further agree that there will be no meetings of or obligations by the County with regard to the Salary and Appeals Board during 2009. The County will resume scheduling meetings of the Salary and Appeals Board in accordance with the Collective Bargaining Agreements in 2010.
8. Meal Allowance, section 17 J white collar agreement, section 17 H blue collar agreement, is hereby amended to reduce the meal allowance from \$12 to \$10 effective July 1, 2009 through and including December 31, 2009. Effective January 1, 2010 the meal allowance shall revert to \$12.
9. The County agrees that, in consideration of the Association agreeing to the above concessions, the County will not make any additional requests for concessions from the Association in 2009 and 2010 as a result of the current economic conditions. This provision does not restrict the parties' rights with regards to negotiations related to the successor collective bargaining agreement to the one that expired December 31, 2008.
10. This agreement represents the parties entire agreement with regard to the subject matter of this Agreement. There are no other agreements, oral or otherwise. This Agreement, including this paragraph, may only be modified or superseded by a subsequent written agreement executed by the parties.

Nothing contained herein shall be deemed as precedent setting with regard to any other matter and is entered into solely due to the unique circumstances of the instant situation. This Agreement may not be cited in any other matter such as, but not limited to, any grievance, grievance hearing, arbitration, PERB conference/hearing, court matter or any other similar proceeding involving third party review of this Agreement, except to enforce the provisions of this Agreement.

DATED: _____

FOR THE ASSOCIATION:

FOR THE COUNTY:

Cheryl A. Felice, President
Suffolk County Association of
Municipal Employees (AME)

Jeffrey L. Tempera, Director
Suffolk County Executive:
Office of Labor Relations