

## MEMORANDUM OF AGREEMENT

WHEREAS, the Town of Clinton (“The Town”) and the CSEA, Inc., Local 1000 AFSCME, AFL-CIO (“The Union”) are parties to a collective bargaining agreement (“CBA”); and

WHEREAS, Mr. Theron Tompkins (“TJ Tompkins”) is a member of the Union and serves as a Heavy Motor Equipment Operator (“HMEO”); and

WHEREAS, TJ Tompkins was employed by the Town from April 1, 2011, to October 18, 2015, and again beginning January 2020 to present; and

WHEREAS, TJ Tompkins filed a grievance (“Longevity Grievance”) requesting that the Town compensate him at the appropriate longevity rate for his total, cumulative time with the Town per CBA, Article 5 (Compensation), Section 1 (Wage Rates), sub-section C (Longevity Payments) which states; “Longevity Payments shall be awarded to all employees as reflected in Appendix A. Such increased hourly rate shall be paid starting January 1<sup>st</sup> of the year in which the employee will reach the respective years of service reflected in Appendix A. The hourly rate with longevity adjustments will be included for overtime calculation.”; and

WHEREAS, the Town, Union, and TJ Tompkins agreed it would be in the best interest of each Party to settle the grievance at Step 1; and

NOW THEREFORE, the parties agree as follows:

1. Effective July 1, 2023, TJ Tompkins will receive one-half (1/2) the difference between the starting rate of \$24.92/hour and five (5) year longevity rate of \$28.09/hour added to his current hourly rate of pay. A total of \$1.55/hour shall be added to TJ Tompkins’ hourly rate of pay for a grand total of \$26.47/hour.
2. Effective January 1, 2024, TJ Tompkins will receive the full five (5) year longevity amount of \$29.00/hour.
3. Effective July 1, 2023, TJ Tompkins’ date of hire will be adjusted to July 1, 2018. This shall be for the sole purpose of longevity calculations.
4. This Agreement shall serve as TJ Tompkins’ and the CSEA’s withdrawal with prejudice of the Longevity Grievance.

5. This Agreement shall not be precedent-setting or used as evidence in any proceeding, except for the fulfillment of this Agreement.
6. This Agreement is subject to approval by the Town Board.

Dated: \_\_\_\_\_

**The Town of Clinton:**

Michael Whitton, Town Supervisor

By: \_\_\_\_\_

**The CSEA:**

Mr. Theron ("TJ") Tompkins

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Jordan Rider, Labor Relations Specialist

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