

AGREEMENT

**By and Between the
TOWN OF SOUTHAMPTON
and the
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO CSEA Suffolk County Local 852
Southampton Town Unit 875600**

January 1, 2022 – December 31, 2025

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THIS AGREEMENT entered into and effective as of the 1st day of January, 2022 by and between the TOWN OF SOUTHAMPTON, a municipal corporation of the State of New York, having its principal place of business at Southampton Town Hall, Southampton, New York, (“TOWN”), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, incorporated Local 1000 AFSCME, AFL-CIO (“CSEA”).

W I T N E S S E T H:

WHEREAS, the Town having recognized the CSEA as the sole and exclusive bargaining representative for all employees of the Town as hereinafter delineated; and,

WHEREAS, it is recognized that the Highway Department has jurisdiction over its “blue collar” workers pursuant to Section 140 of the Highway Law; and,

WHEREAS, the parties desire to enter into a collective bargaining agreement setting forth the amount of wages to be paid to the employees and the terms and conditions under which the employees work and perform their duties.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS

Employees – Any person employed by the Town (who has completed the six month probationary period) and is covered under this contract, but not including members of the uniform force of the Police Department, elected officials, all non-paid appointees, part time, temporary, and seasonal employees, members of the Board of Zoning Appeals, Planning Board, Conservation Board, Licensing Review Board and Architectural Review Board, and all employees certified by Civil Service as “exempt” class, including but without limiting the generality of the foregoing, Town Assessor, Budget Director, Assistant to the Supervisor, Deputy Superintendent of Highway, Deputy Supervisor, Deputy Tax Receiver, Town Attorney, Deputy Town Attorneys, Deputy Town Clerk, Secretary to the Supervisor, Secretary to the Superintendent of Highway, Building and Zoning Administrator, Superintendent of Water Districts, Town Engineer, Town Planning & Development Administrator, Town Management Services Administrator, Town Comptroller, Executive Assistant to Supervisor, Chief Building Inspector, Director of Housing, Animal Shelter Supervisor, Justice Court Director, Superintendent of Recreation I, Chief Fire Marshal, Director of Information Management, Director of Human Services, Legislative Secretary to Town Board, Secretary to Trustees, Secretary to Planning Board, and Secretary to Zoning Board of Appeals.

Some of the above job titles may be in the “competitive class” but because of their administrative functions in establishing policies and programs with the objective of attaining the Town’s governmental mission, are eliminated from the protected “unit”. However, the position of “Inventory Control Clerk” is included in the protected “unit”.

Employer – Any Town Official or Board authorized by law to hire or employ Town Employees.

Department – All the various divisions of the Town.

In House – Shall mean within the employment of the Town.

Personal Leave – Is leave with pay, for personal business, religious observations, and/or domestic matters.

Salary – Shall mean base salary. All unit employees shall be hourly salaried employees.

ARTICLE 2. RECOGNITION

Section 1. CSEA BARGAINING AGENT

The Town recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO*, Suffolk County Local 852, Southampton Unit 875600, as sole bargaining agent during the period of implementation of this Agreement of all employees as defined above. The Town will continue to recognize the CSEA as the sole and exclusive bargaining agent and representative for all of the above-defined employees for the maximum period permitted under provisions of Section 208.2 of the Civil Service Law.

Section 2. CONTRACT AGREEMENT

The parties agree that this contract contains their entire agreement and that there are no provisions or contracts, oral or otherwise, by which either party shall be bound unto the other except as herein set forth.

The CSEA acknowledges that this agreement embodies any and all subjects and items upon which bargaining demands have been made, and ultimately negotiated between the parties hereto, and that this agreement represents, in full, the product and result of the collective bargaining process.

Except as herein expressly set forth, no new demands on any matter, subject, or item is to be made during the term of this agreement.

Section 3. RECORDS

The Town shall make available to the CSEA, for inspection, such records that are pertinent to the policing of this contract and to subsequent negotiations.

Section 4. PRIVATE AGREEMENTS

No department head may make any private agreement with any employee on matters covered by this contract. Any agreement reached with the Town shall be reduced to writing and signed by the Supervisor and members of the Town Board.

Section 5. UNIT CLARIFICATION

The CSEA reserves the right to file a Unit Placement/Clarification petition for positions created by the Town on or after December 1, 2001. The Union waives the right to seek unit placement or clarification for any position created prior to December 1, 2001.

ARTICLE 3. STRIKES AND WORK STOPPAGES

CSEA and the Town recognize that work stoppages by public employees are contrary to law and public policy. No employee and no employee organization, including CSEA, shall engage in a strike, and no employee and no employee organization shall cause, instigate, encourage, or condone a strike, work stoppage, or other concerted refusal to perform the work contemplated under this contract.

ARTICLE 4. SENIORITY

Section 1. CALCULATION OF SENIORITY

Seniority shall be based upon the date of commencement of current, uninterrupted employment.

Departments in the Town shall establish a posted seniority list within each department.

Section 2. LAYOFFS IN COMPETITIVE CLASSES

If layoffs become necessary for the employees in the competitive class, they shall be in compliance with the Civil Service Law.

Section 3. LAYOFFS IN OTHER CLASSIFICATIONS

If layoffs become necessary for employees in the non-competitive or labor classes, provisional and probationary employees (within a department) will be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees within a particular department have been laid off and other reductions in the work force are necessary, the employer shall lay off in accordance with the following procedure:

- (a) Layoffs shall be based on seniority by title within each Town Department. In the event the Town abolishes a position or positions, the employee or employees with the least seniority within each title in a Department shall be laid off first until the intended number of positions is abolished.
- (b) Employees whose positions are abolished, may retreat to any position in their Department which they previously held and displace an incumbent in the position they retreat to who has less service in that title. For example, if an HEO position in the Highway Department

is abolished, an HEO who previously served as an AEO may displace an AEO with less seniority in that title.

- (c) An employee who is displaced from his or her position by an employee who retreats to that position may similarly retreat to a position in their Department which they have previously held, provided that they have more seniority in the title than the employee they seek to displace. For example, an AEO who is displaced by a retreating HEO may, in turn, retreat to a laborer position he or she previously held, provided that he has more seniority in the title than the laborer he seeks to displace.
- (d) Members of the CSEA who are laid off from non-competitive and labor class positions shall be placed by the Town on a preferred rehiring list for a period of four (4) years. Such individuals shall be rehired in the inverse order of their layoff, i.e., the last employee to be laid off in any title shall be the first to be rehired into that title.

Section 4. JOB POSTINGS

Before hiring an employee to fill a vacancy or a new position, the employer shall post a notice of the job opportunity available on designated Town bulletin boards and shall mail a notice for such opportunity to the President of the Town of Southampton Unit 875600 of CSEA or his/her designee, and the employer shall not appoint or employ a person to fill such job for a period of ten (10) days from the giving of such notice as aforesaid. However, in the event of an emergency, this ten (10) day notice provision may be waived by mutual agreement of the parties. Competitive class titles must be filled within ninety (90) calendar days and noncompetitive class positions must be filled within sixty (60) calendar days or the position will have to be re-posted.

Section 5. VACANCIES AND NEW POSITIONS

Consistent with, and subject to, Civil Service Law and Rules, lists of vacancies and/or new positions created shall be made available to all employees. In filling such positions, preference shall be given to presently employed employees over newly appointed employees and shall be based upon length of service in the town as well as qualifications for the job. Advancement shall be based on the following factors, as determined by the appropriate department head:

- (1) Meeting the minimum qualifications;
- (2) Ability to do the job;
- (3) Seniority.

In cases where qualifications and ability are judged by the employer to be equal, seniority shall be the governing factor.

It is the intention of the parties to provide in-house promotional opportunities wherever possible before seeking new outside recruitments.

The Superintendent of Highways shall have the option to use the above language on promotions or to pick one of the top three senior persons to do the job, similar to the Civil Service System.

ARTICLE 5. LEGAL COUNSEL

Section 1. The Town agrees to provide legal counsel to defend any employee covered by this contract in any action arising out of an assault on an employee on Town business, provided such assault is not provoked by willful misconduct on the part of said employee.

Section 2. Compensation of lost time. If an unprovoked assault on an employee results in loss of time, the employee shall be paid in full and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this contract. Any compensation benefits paid to the employee, pursuant to the Workers Compensation Law, shall be refunded to the Town.

ARTICLE 6. SICK LEAVE

Section 1. CALCULATION AND ACCRUALS

- (a) Sick leave is absence with pay necessitated by the illness (or other physical disability) of the employee. Full time permanent annual salaried and hourly employee shall earn sick leave at the rate of one and one-quarter (1-1/4) days for each month worked for a total of 15 paid sick leave days per year. Unused earned sick leave shall be accumulated from year to year for the duration of the employee's employment with the Town, in accordance with Section 6 of this Article.
- (b) Effective upon full ratification, employees hired on or after June 10, 2014 shall earn sick leave at the rate of one day for each month worked for a total of twelve (12) paid sick leave days per year.

Section 2. NOTIFICATION OF SICK LEAVE

Employees absent on sick leave shall notify department heads of such absence and reason therefore on the first day of such absence.

Section 3. PROOF OF ILLNESS

Before absence or personal illness may be charged against accumulated sick leave, the department head may require proof of illness as may be satisfactory to him/her or may require the employee to be examined at the expense of the Town or agency by the physician designated by the Town. In the event of failure to submit satisfactory proof of illness upon request, or in the event that upon such proof as is submitted, or upon the report of medical examination, the department head finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave. Abuse of sick leave privilege shall be cause for disciplinary action.

Section 4. FITNESS TO RETURN TO WORK

The department head and/or Town Board may require any employee who has been absent because of personal illness prior to and as a condition of his return to duty, to be examined at the expense of the Town or agency, by a physician designated by the Town Board, to establish that he is not disabled in the performance of his normal duties and that his return to duty will not jeopardize the health of other employees.

Section 5. ADDITIONAL SICK LEAVE AT HALF PAY

Any employee who shall have accumulated twenty-four (24) days sick leave credits or more shall, after having exhausted all accumulated sick leave credits, be entitled to not more than twenty-four (24) additional working days at half ($\frac{1}{2}$) pay while sick or disabled by a major illness or accident not covered by Workers Compensation.

Section 6. SICK TIME BUYBACK

Employees shall be paid for accumulated sick leave after five (5) years of service, not to exceed 150 days upon separation or retirement, in accordance with the following sections 6(a) through 6(f).

- (a) All employees hired to full-time bargaining unit positions on or after January 1, 1995 who have at least twenty (20) years of service credit in the NYS Retirement System shall be entitled, upon separation from Town service due to retirement, disability, or death, to be paid out at the rate of one day's pay for every two days of accumulated sick leave, up to a maximum of 45 days paid.
- (b) Employees who have accumulated in excess of 150 sick days prior to January 1, 1993 shall retain all rights to sick leave payouts available under Article 6 contained in the 1991-93 Agreement.
- (c) Employees, who, as of December 31, 1994, have accumulated over 99 sick days, may accumulate up to 150 sick days to be paid out at the rate of one day's pay for each sick day. Days above 150 shall be paid at the rate of one day's pay for every two days of accumulated sick leave, to be paid on an annual basis. Sick days which are earned but not subject to payouts remain available for use purposes.
- (d) Employees who have accumulated at least 70 but less than 100 sick days as of December 31, 1994, shall be entitled to payment of unused sick leave up to 125 days on the basis of one day's pay for each day accumulated. Days above 125 days shall be paid at the rate of one day's pay for every two days of accumulated sick leave, to be paid on an annual basis. Sick days which are earned but not subject to payouts remain available for use purposes.

- (e) Employees who, as of December 31, 1994, have accumulated less than 70 days of sick leave shall be entitled to the payment of unused sick leave upon separation from employment up to a maximum of 75 days on a basis of one day's pay for each day of accumulated sick leave. The remaining days above 75 days shall be paid at the rate of one days' pay for every two days of accumulated sick leave, to be paid on an annual basis. Sick days which are earned but not subject to payouts remain available for use purposes.
- (f) On an annual basis, employees shall be given the option of receiving payment, in accordance with this Article, for days above the threshold or, in the alternative, to accumulate such days for use purposes. Once an employee elects to accumulate days over the threshold, said days are not subject to payout.
- (g) Employees who are laid off shall be reccredited with any sick leave they had accumulated prior to their layoff if they are recalled within four (4) years. Sick leave which is reccredited shall be subject to payouts in accordance with this Article.
- (h) The estate of any employee who dies while employed shall be paid for any unused accumulated sick leave in accordance with the above.
- (i) In the event that sick time is restored for sick days earned prior to December 31, 1994 as a result of the disposition of a workers' compensation case, the employee's eligibility for sick leave payouts shall be adjusted accordingly.
- (j) Effective January 1, 2015, bargaining unit members hired on or after January 1, 1995 who are otherwise ineligible for a sick leave incentive, shall be entitled to an annual sick leave incentive of two (2) additional days' pay in any contract year in which they do not utilize

any sick leave days. In order to be eligible for this incentive, the employee must be in active work status throughout the year.

Section 7. Effective June 10, 2014, the Town shall, after consultation with the CSEA, have the right to promulgate a new sick leave control policy, which shall be included in the Town's Personnel Policy Manual (Article 27(2)).

Section 8. The Town and the CSEA shall formalize a policy governing sick leave donations, which shall be added to the Town's Employee Handbook.

ARTICLE 7. SATURDAYS, SUNDAYS AND HOLIDAYS

Section 1. All Saturdays, Sundays, and legal holidays, hereinafter enumerated, shall be allowed as days off, except as follows (New York Law):

- (a) Throughout any calendar year, the employer may require and schedule sanitary landfill employees, harbormasters, animal control personnel, public safety dispatchers to work on Saturdays, Sundays, and on such holidays as straight time.
- (b) During the period commencing with May 1st and ending with September 30th of each calendar year, the employer may require and schedule park and recreation employees to work on Saturdays, Sundays, and such holidays at straight time.

- (c) The paid enumerated legal holidays are as follows:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Post-Thanksgiving Day
Christmas Eve ½ day
Christmas Day

Section 2. When such holiday falls on a Sunday, the following Monday shall be observed as if it were the holiday. When such holiday falls on a Saturday, the Friday before shall be observed as if it were the holiday.

Section 3. Waste Management employees, that are not office staff, shall be paid at straight time, the enumerated legal holidays in Section 1(c) except as follows:

- a) When a work week includes a holiday that falls on an employee's regularly scheduled work day, that employee will work four days in that week but receive pay for five days—for the four days s/he worked and for the holiday.
- b) When a work week includes a holiday that falls on an employee's regularly scheduled day off, that employee will work his/her regular schedule and receive pay for the five days worked, and be compensated for the holiday in the first pay period in December (Holiday Pay).
- c) When a work week includes a holiday that is not covered by the CSEA contract, but is observed by closing the Waste Management facilities—such as Easter—employees who were scheduled to work that day but did not work because of the closing of the facilities

will receive pay for their regular five-day schedule, but will have one day's pay deducted from the first pay period in December (Holiday Pay).

- d) Waste Management employees may request to accrue eight hours' compensatory time in lieu of payment for a scheduled paid holiday. Request for compensatory time must be made at least seven (7) days prior to the holiday. Management will grant or deny the request within two (2) working days, unless there are extenuating circumstances, after receipt of the request. Management has sole discretion to grant such request.

Section 4. Harbormasters and Park and Recreation employees will be given compensatory time off for such holidays worked.

Section 5. Public Safety Dispatchers (PSDs) working on a rotating shift duty chart shall be paid at straight time over and above base salary, the enumerated legal holidays in Section 1(c). The check for the holidays will be paid to each PSD in a separate check, payable on the first pay period in December.

Section 6. Public Safety Dispatchers shall be entitled to be paid cash for all holidays, or may be given compensatory time for each of the holidays. An employee shall file an election with the Chief of Police on or before January 1st of the year in which holidays are accumulated selecting either option.

Effective January 1, 2023, the night differential for Public Safety Dispatchers shall be \$2,500.

Effective January 1, 2024, said night differential shall be increased by the same percentage as the annual salary increase under the contract for that year (2.5%).

Effective January 1, 2025, said night differential shall be increased by the same percentage as the annual salary increase under the contract for that year (2.5%). Said shift differential shall be paid in the first pay period in December.

Effective January 1, 2023, the night differential for Public Safety Dispatchers assigned throughout the year to the fixed midnight tour of duty shall be \$7,000.

Effective January 1, 2024, said night differential shall be increased by the same percentage as the annual salary increase under the contract for that year (2.5%).

Effective January 1, 2025, said night differential shall be increased by the same percentage as the annual salary increase under the contract for that year (2.5%). This benefit shall be pro-rated for PSD's who are assigned to the midnight tour for less than the entire year.

ARTICLE 8. JURY DUTY

Upon filing with the Department Head and the Department of Human Resources of proper documentary proof of actual service as a juror, an employee shall be excused from attendance at work for that calendar day and shall receive full pay for all such work days excused. Jury attendance fees paid to an employee shall be refunded to the Town.

ARTICLE 9. BEREAVEMENT LEAVE

A permanent full time annual salaried or permanent hourly employee shall be entitled to bereavement leave without charge against his/her accumulated vacation, overtime, sick leave, or personal leave, with pay, of four (4) working days, which cannot be banked, for deaths in his/her immediate family. Members of the employee's immediate family are defined to mean husband, wife, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister-in-law, and brother-in-law, son-in-law, daughter-in-law and grandchild. An employee may be granted bereavement leave with pay and without charge against his/her accumulated vacation,

overtime, sick leave, or personal leave at the discretion of the department head, Supervisor, or Town Board to attend the funeral of a member of his/her intermediate family.

ARTICLE 10. PERSONAL DAYS

After one (1) year of service, permanent full time salaried or permanent hourly employees shall be entitled to receive four (4) working days of personal days leave, with pay, per year. Any such personal days not utilized shall be converted to sick leave accumulation. The Town shall have the right to require employees to request personal leave on a leave request form. At least twenty-four (24) hours of written notice shall be given by the employee to his or her department head requesting such personal leave. Said personal day, however, cannot be used either on a scheduled work day before the holiday or a scheduled work day after the holiday. Although ordinarily no approval need be obtained for personal leave days, nevertheless, the department head shall deny any request for personal leave where the granting thereof would create understaffing beyond minimal staffing requirements for the orderly operation of Town business or functions. In such event, subject to staffing requirements, seniority shall prevail.

ARTICLE 11. LEAVE OF ABSENCE

Section 1. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence, without pay, will be granted in accordance with Rule XIX of the Civil Service Rules of Suffolk County Department of Civil Service and in accordance with Section 243 of the Military Law of the State of New York.

Section 2. UNAUTHORIZED LEAVE OR ABDICATION OF POSITION
WITHOUT NOTICE

Unauthorized leave or abdication of position without notice. When an employee is absent without leave and without explanation therefore for a period exceeding ten (10) consecutive working days, such absence shall be deemed sufficient cause for dismissal pursuant to Section 75 of the Civil Service Law. Failure to report to work for a period exceeding ten (10) consecutive days following the expiration of an authorized leave of absence shall likewise be sufficient cause for dismissal pursuant to Section 75 of the Civil Service Law.

This provision shall not be deemed to supersede or modify any other provision of law applicable to the discipline of employees adjudged guilty of incompetence or misconduct.

Section 3. CSEA CONVENTIONS

No more than three (3) officers of the CSEA shall be entitled to attend CSEA conventions and authorized special meeting with no loss of pay.

Section 4. RELEASE TIME

Effective June 10, 2014, no more than four (4) employees who are designated or elected for the purpose of advising on grievance or assisting in the administration of this contract shall be permitted a reasonable time off, free from their regular duties, to fulfill these obligations which have, as their purpose, harmonious and cooperative labor relations between the employer and the employee.

“Association Leave Time” shall not interfere with the performance of the union representative’s regular duties and shall be on reasonable notice to the department head. The Union shall notify the Town, on an annual basis, no later than January 30th, of the names of the employees designated or elected for this

purpose. The Union reserves the right to change the individuals who are designated or elected and shall notify the Town of said change.

Section 5. CIVIL SERVICE EXAMINATIONS

Employees taking Civil Service Examination shall be excused with no loss of pay only when the Civil Service examination the employee seeks to take is for a title that the employee does not currently hold in a permanent or probationary status or is not a more junior position in the title series of the employee's current Civil Service title.

Section 6. COURT APPEARANCE

In any action brought by the Town/Highway Department against third parties or in any action brought by third parties against the Town/Highway Department in which an employee is named co-plaintiff or co-defendant, or called as a witness, such employee, who is absent by reason of court appearance, shall not suffer any loss of pay.

Section 7. USE OF SICK TIME WHILE ON VACATION

Employees who fall ill while on vacation may use their sick time for the remainder of the illness and have their time adjusted, provided proper notice is given and a doctor's certificate is presented.

Section 8. PARENTAL LEAVE

Upon notification to department head, those employees requesting a leave of absence due to birth or adoption of a child or receipt of a child placed in foster care shall be protected under Federal and State Law. In addition, Rule XIX, Section 1, of the Civil Service Rules shall apply to any request for a leave of absence without pay, not to exceed one (1) year.

Section 9. MILITARY SERVICE

Employees on regular appointment called to Military Service will be credited, upon their return, with the same amount of sick leave allowance for the period of their Military Service as they would have been entitled to if they were in Town Service.

ARTICLE 12. VACATIONS

Section 1. VACATION LEAVE YEARS 1-5

During the 12 months of Town employment, a probationary employee who successfully completes their six-month probationary period and becomes permanent under the contract shall be entitled to vacation credit from date of hire, and shall receive five (5) vacation days for use subject to all Town and contractual rules regarding use of vacation time.

Employees hired and starting Town employment between January 1 and June 30 shall receive five (5) additional days of vacation time on January 1 of their second year of Town employment. Employees hired and starting Town employment between July 1 and December 31 shall receive five (5) additional days of vacation time on July 1 of their second year of Town employment.

Thereafter, and assuming that such employee continued in the employment service of the Town on each succeeding calendar year, he/she would be entitled to earn up to ten (10) working days of vacation at a rate of .83333 day for each month worked until completion of five (5) years of service.

Section 2. VACATION LEAVE AFTER 5 YEARS

- (a) After completion of five (5) years of employment service, such employees shall receive fifteen (15) working days vacation from the 6th through the 10th year of employment service.

- (b) After completion of ten (10) years of employment service, such employee shall receive twenty (20) working days vacation from the 11th through 20th year of employment service.
- (c) After completion of twenty (20) years of employment service, such employees shall receive twenty-five (25) working days vacation until termination from service.

In computing and determining vacation credits from tier to tier of employment service, the lower tier shall be calculated on a prorated basis from January 1st to the anniversary date of hire and the higher tier shall be calculated on a prorated base from anniversary date to end of year.

EXAMPLE:

Employee hired	Earned Vacation Days	Use/Vacation Entitlement Days
4/1/82		
1982	7-1/2	0
1983	10	7-1/2
1984	10	10
1985	10	10
1986	10	10
1987	10	10
1988	15	15
1989, 1990,		
1991, 1992	15	15
1993	20	20
1994 thru 2002	20	20
2003	25	25

Section 3. VACATION CARRY OVER

For good cause shown, and upon approval of the department head and the Town Board, an employee shall be permitted to accrue ten (10) days of vacation time in any calendar year, applicable only in the ensuing calendar year. Employees planning to retire may carry over up to thirty (30) days of accrued

vacation in their last year of employment, otherwise, employees are limited to ten (10) days per year carry over.

Section 4. UNUSED VACATION UPON DEATH

In the event of the death of an employee, his estate, or if there is no probate proceeding, then his next of kin, shall be compensated for the full cash value of all vacation days accrued, but unused, as of the date of death.

ARTICLE 13. WAGES

- (a) Effective January 1, 2022, increase the salary of all bargaining unit titles by 2.0 percent.
- (b) Effective January 1, 2023 increase the salary of all bargaining unit titles by 2.0 percent.
- (c) Effective January 1, 2024, increase the salary of all bargaining unit titles by 2.5 percent.
- (d) Effective January 1, 2025, increase the salary of all bargaining unit titles by 2.5 percent.
- (e) Effective July 1, 2010, the salary schedules for all newly hired employees shall be modified to add two additional steps to the schedule. The entry level step shall be the entry level which existed on December 31, 2009, increased by 1%. The top step shall be step seven which shall be the top level step which existed on December 31, 2009, increased by 1%. The increments between entry level and step seven shall be readjusted accordingly. A new

salary schedule reflecting the two additional steps for employees hired on or after July 1, 2010 shall be produced and attached to the contract.

- (f) An employee in the Town that is requested to be a temporary acting crew leader shall be paid a premium of fifty (50) cents per hour after the third consecutive day in a pay period. This time shall be counted from the first day after qualifying.
- (g) Employees promoted from one classification to another shall receive no less than a fifty (50) cents per hour increase on said promotion. For example, if the grade promotion results in something less than fifty (50) cents per hour increase, the employee shall move to the next highest step even though the increase would be something greater than fifty (50) cents per hour. Employees who have received increases which result in the employee receiving a salary higher than the contract rate for their title shall be red-circled at their current rate until such time as the contract rate exceeds the red-circle rate. The CSEA's grievance regarding salary increases for the Highway Department promotions shall be withdrawn, with prejudice.
- (h) The Town will provide New York State Disability Insurance at a cost of sixty (60) cents per employee per week. The Town contribution shall be in accordance with New York State Disability Insurance requirements.

ARTICLE 14. BASIC WORK WEEK

Section 1.

- (a) The Town shall have the right to offer existing employees a work week of up to 40 hours. The Town shall have the right to set the initial salary for the 40 hour position after

consultation with the CSEA. The initial salary set by the Town shall be subject to immediate negotiations under the Taylor Law. No existing employee shall be compelled to work a schedule which is in excess of the base work schedule which is stipulated in the December 31, 1990 through December 31, 1993 CSEA contract or which existed throughout the duration of same.

The Town and the employee may agree to a “flex time” arrangement so long as the total hours of work do not exceed 80 hours in a two week period. If the Town initiates a flex schedule, said position shall be offered to the senior qualified employee in that title.

The Town shall also have the right to require employees hired after October 1, 1995 to work a work week of up to 40 hours with the specific hours of work to be determined by the Town. The Town shall have the right to set the salary for these positions after consultation with the CSEA. If the Union disagrees with the salary established for the position, it may negotiate the salary in conjunction with negotiations for a successor agreement. All grievances pertaining to the Town’s unilateral change in the work week of bargaining unit positions shall be withdrawn, with prejudice.

- (b) Highway workers (except clerical), maintenance personnel, Public Safety Dispatchers, Harbormasters, Animal Control personnel, and all other blue collar workers who had traditionally worked in 40-hour positions, except for disposal area personnel, shall have a basic work week of 40 hours.
- (c) Effective January 1, 2023, the Town shall adopt for all bargaining unit members who presently work a 40-hour work week (exclusive of a daily half-hour unpaid meal period) a 40-hour work week comprised of five (5) eight (8) hour work days, inclusive of a daily half-hour paid meal period.

- (d) The Town and the CSEA agree that employees may not waive their daily half-hour paid meal period.
- (e) In calculating eligibility for overtime compensation under this Agreement, the half-hour paid meal period shall be included as hours worked solely for purposes of determining eligibility for contractual overtime.

Section 2. Effective January 1, 2003, notwithstanding any other provision of the contract, all Public Safety Dispatchers shall be required to work two hundred forty-five (245) days per year. All work days shall be scheduled in advance by the Chief of Police. The 245 day work schedule shall not result in overtime liability, with the exception of Fair Labor Standards Act overtime, and shall consist of eight hour tours inclusive of a thirty minute meal period and a fifteen minute coffee break. No compensation of any type, including compensatory time, shall be provided for missed meal and break periods, but the Town shall make all reasonable efforts to ensure that each PSD has a meal period and break. The Chief of Police retains the right, on an annual basis, to promulgate a new 245 day work schedule for PSDs provided he first consults with the CSEA.

The Public Safety Dispatcher salary schedule shall reflect an hourly wage based upon two hundred forty-five (245) work days.

Section 3. Work days for Harbormasters shall consist of eight hour tours inclusive of a thirty-minute meal period and fifteen-minute coffee break. No compensation of any type, including compensatory time, shall be provided for missed meals or break periods, but the Town shall make all reasonable efforts to ensure that each Harbormaster has a meal period break.

ARTICLE 15. OVERTIME

Section 1.

- (a) Clerical and other white collar employees with 32.5 hour positions authorized to work overtime in excess of 35 hours, in any given week, shall receive overtime at one and one-half times the straight-time rate.
- (b) All employees, with the exception of employees covered by Section 1(a) of this Article, performing authorized overtime in excess of 40 hours in any given work week shall receive one and one-half times the straight time rate for such authorized overtime hours. Nothing herein shall preclude the Town from using a greater hourly rate for overtime hours where required under the Fair Labor Standards Act (FLSA).

Section 2. Except when pay is authorized by the head of the department and the Supervisor, overtime will be taken as compensatory time at time and one-half off and shall be taken by the employees within sixty (60) days of the accrual thereof, unless specifically extended by the respective department heads.

Section 3. Employees called for emergency overtime are obligated to report to work safely and as expeditiously as possible. Employees called for emergency overtime will be deemed employed from the time they “punch in” for duty at the designated place of work. Each employee called for emergency overtime shall be guaranteed a minimum of two (2) hours overtime pay. Any employee called for emergency overtime who works in excess of two (2) hours shall be compensated with an additional thirty (30) minutes paid time in addition to any time worked beyond the two hour minimum.

Section 4. In calculating eligibility for overtime compensation, approved leave time for vacation leave, personal leave and compensatory time and holidays, shall be included as hours worked solely for purposes of determining eligibility for contractual overtime. Sick leave and other types of leave time shall not be included as hours worked in determining eligibility for overtime compensation.

ARTICLE 16. LONGEVITY

Section 1. Employees shall receive a four (4) percent increase in salary after six (6) years of service, an additional two (2) percent increase in salary after ten (10) years of service, an additional two (2) percent increase in salary after fifteen (15) years of service, and an additional two (2) percent increase in salary after twenty (20) years of service. The total increase to the employees' base salary will, therefore, amount to four (4) percent after six (6) years, six (6) percent after ten (10) years, eight (8) percent after fifteen (15) years, and ten (10) percent after twenty (20) years of service.

Section 2. For the purpose of this article, "Salary" shall mean base salary and "Service" shall mean total service, except that service interrupted by a voluntary resignation from employment by the Town shall be computed from the date of re-employment only.

Section 3. Longevity increments shall accrue as follows:
Employees hired prior to July 1st in any year shall be given credit for that entire contract year;
employees hired after July 1st in any year will begin to gain credit as of the following contract year.

Section 4. Longevity payments shall be made annually during the month of November of each year.

ARTICLE 17. MEDICAL PROGRAM – RETIREMENT PLAN

Section 1. MEDICAL PLAN

- (a) The Town shall pay 100% of the present Empire Plan program, plus its core enhancements for current permanent employees.
- (b) Employees hired on or after October 1, 1995 shall receive health insurance coverage under the New York State Empire Plan Core Only plan, or such plan providing equal coverage, upon assessment of all aspects of the plan. This is the higher level plan offered by the New York State Health Insurance Plan. Effective August 1, 2010, employees hired on or after October 1, 1995 shall receive health insurance coverage under the New York State Empire Plan Core Plus Enhancements plan, or such plan providing equal coverage, upon assessment of all aspects of the plan. This is a higher level plan offered by the New York State Health Insurance Plan. The Town shall pay 100% of the individual premium and employees electing family coverage shall contribute 10% of the premium. The Town shall implement an Internal Revenue Code section 125 plan as soon as practicable after the ratification of the Memorandum of Agreement covering the contract term January 1, 2001 through December 31, 2004.
- (c) Effective upon full ratification, all employees hired on or after June 10, 2014 shall contribute 10% of the health insurance premium.
- (d) There will be no health care or dental coverage provided to any employee during his/her first three (3) months of employment. The Town shall, however, have the right to further reduce the waiting period on a case by case basis.

- (e) When spouses are employed by the Town and/or Highway Department in permanent full time positions, the Town shall buy back the health care coverage from one spouse who shall be provided health coverage through his/her spouse's family coverage for the amount of 20% of the cost of family coverage premium per calendar year.
- (f) Any permanent full time employee may elect to reject or discontinue health care coverage each year and receive yearly the amount of 20% of the cost of the premium coverage.
- (g) An employee seeking to accept or reject coverage under the Town's health insurance plan may do so only at the following times:
 - i. At the time the employee's coverage becomes active, which shall be on or immediately before the 90th day following the employee's start date as a full time employee;
 - ii. During the Town's "Open Enrollment" period when changes to health insurance coverage may be made; or
 - iii. Any time that a "qualifying event" as defined by the Town's health insurance provider occurs, when a change to the employee's coverage outside of "Open Enrollment" period is permissible.

The parties will look into a more effective cost basis for health insurance. CSEA specifically agrees it would not unreasonably withhold its approval to such a plan providing the benefits were, upon assessment of all aspects of the plan, equal to the existing Empire Plan.

Section 2. RETIREMENT PLAN

The twenty-five year career plan, as set forth under the provisions of the New York State Retirement System, Sections 75F, 75G, and 75I, shall remain in effect during the term of this contract.

Section 3. DENTAL AND OPTICAL

All employees covered by this agreement shall be provided, at Town expense, CSEA Employee Benefit Fund Family Dental and Family Optical coverage.

Section 4. DEATH BENEFIT

Town shall, at no cost to the employees, provide Death Benefit coverage under the New York State Retirement System.

Section 5. HEALTH COVERAGE DURING MATERNITY LEAVE

The Town will continue to pay health insurance premiums while an employee is on an approved maternity leave not to exceed twelve (12) months.

Section 6. WORKERS' COMPENSATION

It is agreed that the worker's compensation policy shall be as follows:

1. While out of work due to an on-the-job injury, the employee will receive payment from the Town's compensation carrier based on their weekly wage. The Town will pay the employee the difference between the compensation payment and the employee's regular salary by allowing the employee to use accumulated leave. The employee shall also be permitted to use accumulated leave accruals for the seven day waiting period before compensation payments become effective. The Town will request reimbursement for this

seven day period and the employee will receive their leave accruals back, based on the workers' compensation reimbursement amount.

2. That except as otherwise provided by law, there is no right to any light duty and that such assignments are completely discretionary with the Highway Superintendent or Town Supervisor. The use of light duty in one case cannot be used as a past practice argument in other cases.
3. That the employees cannot return until they are certified by a medical doctor that they can work full time.

ARTICLE 18. CSEA DUES AND OTHER CSEA PAYROLL DEDUCTIONS

Section 1. The Town agrees to deduct from the salaries of its employees membership dues and/or life, sick, and accident deduction for the CSEA from said employees who voluntarily and individually authorize the Town to deduct and to transmit the monies to the CSEA. Employee's authorization shall be in writing and in a manner consistent with Section 93B of the General Municipal Law, and Chapter 392 of the laws of 1967 or its successor.

Section 2. Deductions shall be made uniformly and consistently on the designated payday of each month. Funds thus collected shall be transmitted to the Treasurer of the CSEA.

Section 3. Deductions authorized by an employee shall continue as so authorized unless and until such employee notifies the Town as to his desire to discontinue or to change such authorization in writing.

Section 4. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Payroll Department in duplicate. One copy shall be forwarded by the Payroll Department to the Unit Treasurer of CSEA.

Section 5. The CSEA assumes full responsibility for the disposition of the funds so deducted when they are turned over to the CSEA.

ARTICLE 19. COFFEE BREAK

Section 1. It is agreed that the Town will allow employees to have a coffee break no longer than one (1) 15 minute period per working day.

ARTICLE 20. PERSONNEL FILES

Section 1.

- (a) Upon written request by the employee, he or she shall be permitted to examine his or her official employment personnel file, but not in excess of four (4) times per year.
- (b) Upon request, the department head shall reproduce for the employee any material in his or her file. Effective January 1, 2005, employees shall be charged for the cost of copying documents in the personnel file for any document previously requested by and copied for the Employee. Any new document placed in the personnel file, shall upon the employee's request, be provided without charge.
- (c) The employee shall have the right to answer any material filed and his/her answer shall be attached to the filed copy.

- (d) The personnel files of all employees shall be kept in and maintained by the Personnel Office, except for the personnel files of “blue collar” highway employees which shall be kept and maintained in the Highway Superintendent’s Office. There shall only be one official personnel file.

ARTICLE 21. SAFETY

Section 1. It shall be the duty of all personnel to see that all working conditions are safe from unreasonable hazards. Such situations shall be reported to the immediate supervisor who shall, in turn, report this condition to the proper authority. No employee shall be penalized for refusing to operate unsafe equipment, nor shall charges be brought against any employee who refuses to operate defective equipment.

Section 2. No employee may be ordered to drive any vehicle which is unsafe.

ARTICLE 22. MEETINGS

Section 1. CSEA department representative may call a meeting of the CSEA members which will not interfere with work schedules. Arrangements will be made for the time and place of the meeting through the proper department head.

ARTICLE 23. BULLETIN BOARDS

Section 1. It is agreed that at least one bulletin board shall be reserved at an accessible place in each department or district for the use of CSEA for the purpose of posting material dealing with proper

and legitimate CSEA business. No inflammatory nor derogatory language directed against the Town Board, elected officials and/or administrative people of the Town shall be posted.

ARTICLE 24. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

- (a) Grievances. An employee who feels aggrieved shall fill out the standard grievance form which shall be available from his/her department. The written grievance shall be presented to the employee's immediate supervisor. A copy of said grievance shall be submitted to the duly elected unit representative of the CSEA or to any designated representative of the CSEA.
- (b) The employee shall not suffer a loss of pay as a result of the time spent attending grievance or arbitration meetings or hearings between the parties.
- (c) The employee, if he/she chooses, may be represented by a CSEA representative at each step of the grievance and arbitration procedure.
- (d) In the interest of uniform procedure and expedient handling, employees are expected to present their problems or grievances through regular supervisory channels in the following order and within ninety (90) days from the incident complained about or from the date the incident should have been known to the grievant or the grievance shall be deemed waived.
- (e) In case of grievances involving a group of employees, the CSEA may present them at the grievance procedure step compatible with the employer representative with authority to grant the relief sought. The parties agree that they will not unreasonably refuse to consolidate grievances relating to or dealing with the same subject matter.

- (f) The CSEA and the Town will endeavor, in advance of arbitration, to specify to the other, as the case may be, to the extent then reasonably possible, the identity of the employee(s) for whom the grievance has been presented and the nature of the grievance.

Step 1.

Upon receipt of the grievance, the supervisor shall answer the grievance within five (5) days. The supervisor shall sign and date the written grievance which shall contain his answer. Failure to answer the grievance shall not be deemed a breach of this contract. If no answer is given, or if the grievance is not resolved, the employee shall, within five (5) additional working days, from the time of the submission of the grievance, proceed to Step 2. Failure by the employee to proceed to Step 2 within said period shall be deemed acceptance of the answer, if any, and shall, in any event, bar further processing of the grievance.

Step 2.

If the grievance is unresolved, the employee may, within five (5) working days, as specified above, submit the grievance to the head of the department, or in the Highway Department, the Highway Superintendent. If the conferences are scheduled by the parties to resolve the grievance, said conference shall be held at mutually convenient times and places. The department head or Highway Superintendent, as the case may be, within ten (10) working days from the time the grievance is submitted to them, shall answer the grievance and record said answer on the written grievance form. Failure to answer the grievance shall not be deemed a breach of this contract. If the grievance is still unresolved, or if no answer is given the employee within five (5) additional working days

from the time of submission to the department head or the Highway Superintendent, the employee shall proceed to Step 3.

Step 3.

- (a) If the grievance is unresolved, the employee may submit the written grievance to the Supervisor or his designee. The Supervisor or his designee, shall have ten (10) working days from the time the grievance is submitted to him/her in which to endeavor to resolve and/or answer the grievance in writing. If the grievance remains unresolved, either party may, within five (5) additional working days from the time of the submission of the grievance to him/her, submit the dispute to arbitration. The cost of the arbitrations shall be borne equally by the CSEA and the Town. If the employee fails to proceed to arbitration within said period, he/she shall be barred from proceeding the grievance to arbitration. However, if the decision of the Supervisor or his designee, is satisfactory to the grieved party or parties, the decision shall be final and binding on the Town and its representatives.
- (b) Arbitration. Arbitration shall be invoked by the CSEA or the Town with notice to the other party. "Submission to Arbitration" hereunder, shall be accomplished by serving a written request for arbitration by one party upon the other. The arbitrator shall be appointed by mutual consent of the parties. In the event the parties are unable to agree on an arbitrator within seven (7) working days after arbitration is invoked, they shall petition the New York State Public Employment Relations Board and request a panel of seven (7) qualified arbitrators and the

parties shall select a single arbitrator from such panel by each striking one name until a single name remains as the arbitrator.

1. The arbitrator shall hear and decide and render his decision with respect to the dispute within thirty (30) days from the date of the selection of and acceptance by the arbitrator, except if otherwise mutually agreed upon between the parties. The arbitrator shall have the power to summon, question, and examine any employee and to require production of books, papers, or such other evidence as he/she may deem necessary.
2. The arbitrator shall make final and binding decisions on all matters of procedure before him.
3. The arbitrator shall have the opportunity to make a final and binding decision upon any timely and properly presented claim by either party that the other has violated this agreement, except that the arbitrator shall not have such authority respecting any matter as to which (a) the Town retains exclusive rights not relinquished by this agreement or by operation of law or otherwise; or (b) another method of review is prescribed or made applicable by law or rule or regulation having the force and effect of law. The arbitrator shall be without power or authority to make any decision which requires the Town/ to commit an act prohibited or affirmatively proscribed by law or rule or regulation having the force and effect of law. The arbitrator shall not substitute his/her discretionary judgment for that of management unless he/she finds substantial probative evidence indicating management's discretion to have been exercised in an arbitrary and capricious manner. The arbitrator shall not be empowered to rule

contrary to, to amend, or to add to, or to eliminate any of the provisions of this Agreement. Any dispute, the thrust or predicate of which lies within the jurisdiction of any State or Federal government agency, to vindicate public policy, is specifically excluded from this arbitration process. The arbitrator, in fashioning a remedy, shall not have the power of authority to make any “back pay” award for a period greater than thirty (30) days.

4. The decision of the arbitrator shall be final and binding upon both parties, and the award shall be enforceable in any court of competent jurisdiction.
5. The employees covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the Grievance Arbitration procedure, including any determinations as to the arbitrability of a grievance as shall be made by the CSEA officer handling the grievance.

ARTICLE 25. DISCIPLINARY ACTION

Section 1.

- (a) All employees covered by this contract shall be protected by Article 5, Section 75 of the Civil Service Law after completion of 26 weeks employment with the Town unless such period shall be extended by a resolution of the Town and after notifications of the CSEA and the employees involved. The grievance arbitration procedure under Article 24 of this contract shall not be applicable with respect to any disciplinary issue or matter covered by the aforesaid Section 75 of the Civil Service Law.

- (b) The CSEA shall have the right to represent any CSEA member employed by the Town if the employee wants the CSEA to represent him/her.

ARTICLE 26. MISCELLANEOUS

Section 1. FOUL WEATHER GEAR.

Foul weather gear shall be provided to Highway “blue collar” workers on an “as needed” basis.

Section 2. TOWN PERSONNEL POLICY MANUAL.

The Town Personnel Policy Manual, effective as of January 1, 1980, or its replacement and any amendments from time to time hereinafter adopted, are incorporated herein by reference. Any provisions of the Personnel Policy Manual which are inconsistent with the terms and provisions of this Agreement shall be ineffectual and of no force and effect. The terms and provisions of this Agreement shall supersede and prevail. Consistent with the intent and purpose of the parties that the terms and provisions and contrary provisions of the Personnel Policy Manual, the Town Board, by resolution, shall amend the Personnel Policy Manual to expressly provide that the CSEA contract shall supersede any provision in this manual in conflict with the terms, provisions, and conditions of such CSEA contract.

It is understood that the Town will update the policy manual which, among other things, will cover such things as overtime, coffee breaks, leave of absences, and check cashing policies.

Section 3. LABOR-MANAGEMENT COMMITTEE.

The Town and CSEA shall, within sixty (60) days of ratification of the Memorandum of Agreement covering the contract term January 1, 2022 through December 31, 2025 by the Town and CSEA, convene a joint Labor Management Committee, consisting of equal numbers of CSEA and Town representatives, which shall be no less than three (3) per Committee, to discuss the contractual language

changes and clarifications. Any such changes and clarifications are not intended to result in substantive changes to the contract, but rather, are intended to lend clarity and better organization to the agreement.

The Labor Management Committee shall discuss salary schedule placement of titles created on or after October 1, 1995. In the event the Labor Management Committee fails to make a recommendation on the placement of a title on the salary schedule, within ninety days after convening the Committee, the CSEA and/or the Town's representative may file separate written recommendations with the Town Board. The Town Board shall have final non-reviewable authority over such issues and must issue its determination within thirty days after the issue is submitted to it. This determination is not subject to any review of any type under the collective bargaining agreement or otherwise except that the CSEA reserves its right to grieve a failure by the Town Board to issue a determination within thirty days. The Committee will submit any recommendations on salary schedule placement to the Town Board within ninety days of the ratification of this agreement. The final salary schedules for the 2022 through 2025 collective bargaining agreement will not be promulgated until the Town Board completes its review of this subject. The CSEA reserves its right in negotiations for the contract term commencing January 1, 2022 to propose further changes to the salary schedules. Including the placement of titles created on or after 1995, provided any change resulting from said negotiations shall not be retroactive to any date prior to January 1, 2022.

The Joint Management Committee established pursuant to the 2022 to 2025 agreement shall continue in effect until such time that the Town Board takes final action on the recommendations made by the Committee. The Committee shall have the authority to make recommendations on salary related issues, including appropriate raises upon promotion.

ARTICLE 27. RIGHTS OF MANAGEMENT

Section 1. Except as expressly limited by other provisions of the Agreement, all of the authority, rights, and responsibilities possessed by the Town/Highway Department are retained by it, including but not limited to the right to determine the mission, purpose, objective, and policies of the Town/Highway Department to determine the facilities, methods, means, and number of personnel required for the conduct of Town programs; to administer the Town Personnel Program, including the examination, selection, recruitment, hiring, appraisal, retention, promotions, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize the work force to establish duty statements for each class of position and to allocate or reallocate new or existing positions in accordance with law; and, to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 28. UNIFORMS

Southampton Town will supply uniforms for the following categories:

Harbormasters
Public Safety Dispatchers
Full Time Fire Marshals
Code Enforcement Officials
Court Attendants
Animal Control Officers
Auto Mechanics

It is understood that additional employees and replacement employees in the above categories and other employees and titles as deemed necessary by the Town shall also be supplied uniforms and uniform cleaning allowance. Employees supplied uniforms must wear said uniforms. The uniforms will be returned upon employees' separation from the Town or on re-issuance of new uniforms (or an equivalent amount of cash). These uniforms will not be worn during off duty hours of the employee. Uniforms damaged while performing Town duties will be repaired or replaced by the Town. Uniforms shall be provided by the Town for the Nutrition Center food service personnel, each uniform

to cost about \$125.00 per year. In addition, uniforms shall be supplied to the Landfill employees. Cleaning allowance shall be paid to all full time uniformed personnel which includes P.S.D., Fire Marshals, Code Enforcement Officers, Animal Control Officers, Harbormasters, and Court Attendants, but does not include landfill and nutrition workers. Said allowance shall be \$150.00 annually, paid the first pay period in July.

Effective January 1, 2005, the uniform cleaning allowance shall be \$200 annually. Effective January 1, 2007, the uniform cleaning allowance shall be \$250 annually. Effective January 1, 2008, the uniform cleaning allowance shall be \$300 annually.

ARTICLE 29. MILEAGE

Employees must request the use of the Town car for Town Business on 24 hour notice, except in case of emergency. If Town car is not available, employee may use his or her own car. Permission to use Town car must be on request and on permission of the Town Supervisor's Office. When employees use own cars, mileage reimbursement shall be at the rate of 25 cents per mile, during the term of this contract. Any damage to employee's car when on Town business shall be borne by employee. The sole responsibility of the Town shall be the mileage reimbursement.

Effective January 1, 2006, the mileage reimbursement rate established by the Town shall not be less than the prevailing IRS rate.

ARTICLE 30. EMERGENCY CLOSINGS

In the event the Town Supervisor determines that the Town and ancillary offices shall be closed due to weather conditions, said decision shall be transmitted in the most efficient manner to

Town personnel. Employees required to report to work at their work site, or another designated location, shall be paid at the rate of time and one half for all hours worked during their work shift.

ARTICLE 31. PART-TIME HIGHWAY EMPLOYEES

The Highway Department shall be limited to no more than six (6) part-time employees at any one time. Said clause shall apply only to non-competitive and labor class positions.

Part-time employees shall not be used to supplant full time employees.

ARTICLE 32. CONFLICT WITH APPLICABLE PROVISIONS OF LAW

In the event of a conflict between any provisions of this Agreement and state or federal law, the provision of law shall prevail. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and the parties will meet to attempt to negotiate a replacement provision which conforms to the law.

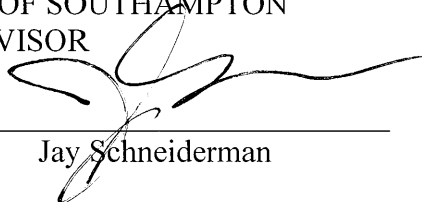
Duration

While the collective bargaining agreement is in effect until December 31, 2025, in the interest of addressing Health Insurance and other issues of mutual concern to the parties, negotiations for a successor contract shall commence by July 1, 2025.

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 GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seal this 13 day of December, 2023.

TOWN OF SOUTHAMPTON
SUPERVISOR



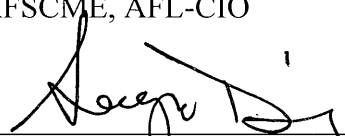
Jay Schneiderman

SOUTHAMPTON TOWN UNIT
NO. 8756000 CSEA PRESIDENT



Clare Shea, Unit President

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000
AFSCME, AFL-CIO



Sergio Diaz, LRS CSEA Region One