
AGREEMENT

**by and between the
TOWN OF SOUTHOLD**

and the

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO**

**CSEA
Town of Southold Unit
Suffolk County Local 852**

January 1, 2017 - December 31, 2019

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THIS AGREEMENT made this 16th day of January 2019, between the TOWN OF SOUTHDOLD, a municipal corporation of the State of New York, having its principal office at 53095 Main Road, Southold, Suffolk County, New York (“the TOWN”) and the C.S.E.A. Inc., Local 1000, AFSCME, AFL-CIO, Southold Unit 8785, a membership corporation of the State of New York, with offices located at 143 Washington Avenue, Albany, New York (“the CSEA”).

WHEREAS, the CSEA has been duly recognized as the employee organization to represent all persons holding a position by appointment or employment in the Town, except elected officials of the Town, the Town Attorney, Assistant Town Attorney, Assistant Superintendent of Highways, secretary to the Town Supervisor, secretary to the Town Attorney, Town Comptroller, lifeguards, beach attendants, school crossing guards, TCO’s, all other seasonal employees except deputy tax receivers, appointees, volunteers, interns, police officers of the police department of the Town, and all positions designated as managerial and/or confidential by PERB in Case No. E-2359 and, effective January 9, 2018, Town Engineer Michael Collins, hereinafter referred to as “employees,” for the purpose of negotiating collectively with the Town in a determination of the terms and conditions of employment and to enter into written agreements with respect thereto.

SEC. 1. RECOGNITION

1.1 The Town does hereby recognize C.S.E.A. Inc., Local 1000, AFSCME, AFL-CIO, Southold Unit 8785 as the exclusive employee organization to represent the employees and extends to the CSEA the following rights:

- a) To represent the employees in negotiations and in the settlement of grievances;
- b) To membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees; and
- c) To unchallenged representation status until seven months prior to the expiration date of this Agreement, as per the Taylor Law.

SEC. 2. MANAGEMENT RIGHTS

2.1 Not contrary or inconsistent with the terms of this Agreement, the Town reserves the right to determine the standards of service to be offered by its various departments; to set standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to abolish positions; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which municipal operations are to be conducted; to determine the content of job classifications subject to Civil Service Department approval; to take all actions necessary to carry out its

mission in emergencies; and the technology of performing its works.

SEC. 3 AGENCY SHOP FEE

3.1 The CSEA will have the following security:

a) Every employee who is a member of the CSEA will remain a member of the CSEA in good standing for the term of this Agreement or pay to the CSEA a service fee.

b) Every employee hired during the term of this Agreement will, no later than the first pay day after the date of hire, either:

1. Become a member of the CSEA and remain a member in good standing for the term of this Agreement; or

2. Pay the CSEA service fee.

c) The CSEA service fee is a fee equal to the biweekly dues of the CSEA, to be paid to the CSEA by the employees who do not become members of the CSEA. The amount will be deducted from the employee's biweekly pay check and will be paid directly to the CSEA on each month.

d) The Town assumes no liability or responsibility for the disposition of the agency fee funds collected by it for the CSEA after the same are transmitted to the CSEA pursuant to the provisions of this Section. Nor does the Town assume any liability or responsibility whatsoever for the acts or omissions of the CSEA in the administration of its affairs regarding the agency fee, against all claims the CSEA holds the Town harmless.

SEC. 4. GOOD FAITH AGREEMENT

4.1 The parties agree that they will each conduct grievance hearings and contract negotiations in good faith, exchange viewpoints, make proposals and counter-proposals, make available to each other all relevant records, data and information in the possession of the other to the end that mutual understanding and agreement may be reached with respect to the terms and conditions of employment and the administration of grievances of the employees.

SEC. 5. NEGOTIATING COMMITTEE

5.1 The CSEA negotiating committee will consist of no more than five employees who are negotiating on Town time. No more than five negotiation sessions will be held

during the normal work day without the consent of both parties.

SEC. 6. DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

6.1 "Full-time employee" means those employees who regularly work 12 months per year, five days per week and not less than seven hours per day and those employees who work the schedule set forth in Section 34.6.

6.2 "Part-time employee" means those employees who regularly work less than 12 months per year, or who work less than five days per week, or who work less than a seven hour day.

SEC. 7. CIVIL SERVICE PROTECTION

7.1 Employees appointed from a valid Civil Service list will be granted the protection afforded to them by the applicable provision of Article 5 of the Civil Service Law.

7.2 Full-time employees in the non-competitive class who will have rendered 12 months of continuous service will be granted the protection of the applicable provisions of Article 5 of the Civil Service Law.

7.3 Employees will have the right to be represented by persons of their choice, including representatives of CSEA, in all proceedings relative to grievances, disciplinary proceedings and the terms and conditions of employment.

7.4 Notice of all positions of employment to be filled within the bargaining unit will be posted on available bulletin boards and all eligible employees will be given adequate opportunity to submit an application.

7.5 Prior to creating a new position covered by the recognition clause and rate for same, the Town will notify the Association President in writing. The Association and Town will confer within 15 days to discuss the new title. If no agreement is reached, the new position may go into effect at the expiration of the 15 days.

SEC. 8. SENIORITY

8.1 Seniority will be determined on the basis of continuous employment in the service of the Town and each department of the Town will establish and maintain a seniority list of the full-time employees in the department. Unless otherwise provided by law, seniority for full-time employees will include full credit for each year of full-time employment in the service of the Town, and ½ year credit for each year of any part-time

service with the Town. This provision will not be construed to require credit for part-time service for purposes of leave time accruals or longevity.

8.2. Unless otherwise provided by law, and subject to the provisions of Section 9 (LAYOFFS), in cases of promotion, transfer from one position to another, filling new or vacant positions, or the assignment of employees to overtime work on a rotating basis, the Town agrees to accomplish the same on the basis of seniority within job classifications within each department, provided that the employee, in the opinion of the Department Head, is competent by reason of ability, training, experience and fitness to properly perform the duties of the position.

SEC. 9. LAYOFFS

9.1 During the terms of this Agreement, the Town will not lay off employees hired prior to December 31, 1980, unless there is reasonable cause.

9.2 Lay-off and recall rights for competitive class employees will be as set forth in applicable law, rules and regulations.

The lay-off and recall of full-time non-competitive and labor class employees will be made within the affected job classification and will be based upon Town-wide seniority, provided that the job skills, training, qualifications and work record of the retained person(s) in the affected classification are determined to be equal. Laid-off full-time non-competitive and labor class employees in promotional titles will have so called bump and retreat rights as set forth in law for competitive class employees, except that they will not have the right to displace part-time employees.

The lay-off and recall of part-time employees will be made within the affected job classification and will be based upon Town-wide seniority, provided that the job skills, training, qualifications, experience and disciplinary records of the retained person(s) in the affected classification are determined to be equal.

Any part-time employees in the job classification within the department will be laid-off first.

9.3 When it is necessary to employ additional employees, the positions will be offered first to former qualified employees of the department in question, who have been laid off as provided in the preceding section. Notice of the employment will be sent to each employee by registered mail directed to the employee's last known address advising of same.

9.4 In the event of lay-offs, the Town will make every reasonable effort to notify in writing both the CSEA Unit President and the employee affected at least 45 calendar days prior to the effective date of the layoff.

SEC. 10. LEGAL SERVICES

10.1 The Town will provide legal services to an employee against whom an action or proceeding has been commenced involving any matter occurring within the scope of employment as an officer or employee of the Town.

SEC. 11. INJURIES SUSTAINED IN THE COURSE OF EMPLOYMENT

11.1 Employees who sustain physical injuries in the course of their employment with the Town may, in the discretion of the Town Board, continue to receive full salary during the period of incapacity or until eligible for a disability pension, or death, whichever will first occur. If an employee receives salary during a period of incapacity, any sums received by the employee under the provisions of the Workers' Compensation Law for lost earnings as a result of the injury will be paid by the employee to the Town. The employee may utilize his/her unused accrued sick time, compensatory time, personal time and vacation time, in that order, during absences from work for which the Town does not agree to continue to pay the employee's full salary. Nothing contained herein will in any way be deemed to restrict the Town's right to separate employees pursuant to the provisions of Civil Service Law Sections 71-73.

SEC. 12. PERSONNEL RECORDS

12.1 Any employee, not more than twice yearly, will be entitled to examine his/her official personnel file upon making a request to the person having custody of the records.

12.2 Upon request, any employee will be furnished with a copy of any material in his/her personnel file.

12.3 Only one employee official personnel file will be maintained that will contain all material with respect to the employee.

12.4 No material derogatory to any employee, his/her conduct, character or service will be placed in his/her personnel file unless he/she has been given the opportunity to examine the same and affix his/her signature thereon, which signature will not be deemed to indicate that the employee in any way consents to or agrees with the contents. The employee may place in the personnel file a written answer to any derogatory material in the files within 10 working days after receiving notification of the proposed inclusion of the material in the file.

SEC. 13. UNIFORMS

13.1 Public Safety Dispatchers, Traffic Control Officers, Bay Constables and employees from the Landfill, Highway Department and Human Resource Center, who are supplied uniforms may either, at their option, clean their uniforms themselves or elect to utilize the Town selected cleaning service.

SEC. 14. VACATIONS

14.1 All full-time employees will be entitled to vacation time in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION CREDIT</u>
After 6 months	3 days
Start of 2 nd year through the 3 rd year	10 days
Start of 4 th year through the 6 th year	12 days
Start of 7 th year through the 9 th year	15 days
Start of 10 th year through the 11 th year	18 days
Start of 12 th year through the 14 th year	20 days
Start of 15 th year through the 19 th year	23 days
Start of 20 th year through the 22 nd year	25 days
Start of 23 rd year and thereafter	30 days

14.2 Advanced payment for earned vacation will be paid to the employee prior to commencement of the vacation, provided that the employee gives at least three weeks' prior written notice of the time of the commencement to the Department Head.

14.3 The head of each department will approve the vacation schedules for the employees in the respective departments.

14.4 Not more than 12 days of unused vacation time may be carried over into the succeeding year.

14.5 Subject to the prior approval of the Department Head, vacation may be taken in increments of one day at a time, so long as it does not interfere with the day to day operation of services to the Town.

14.6 No time will be accrued during leaves of absence and/or suspensions from work exceeding 30 calendar days.

14.7 If the Town cancels a previously approved vacation, or any part thereof, it will pay the employee for any time that cannot be rescheduled that year.

14.8 Effective November 7, 2018, each Public Safety Dispatcher will be permitted to take up to 14 vacation days during the period of Memorial Day through Labor Day, subject to Section 14.3.

SEC. 15. JURY DUTY

15.1 Employees who are required to serve on jury duty will receive full salary during the period of service, subject to their payment to the Town of all amounts received for duty, exclusive of expenses of travel and meals, and will receive full excusal for the day of jury duty, regardless of shift.

SEC. 16. BEREAVEMENT LEAVE

16.1 Full-time employees will be entitled to four days' leave of absence with pay for the purpose of arranging and attending the funeral of the spouse, child, parent, brother, sister, parent-in-law, son-in-law, daughter-in-law, step-parent or step-child, of the employee. A full-time employee will be granted one working day with pay to attend the funeral on the employee's working day of the employee's grandparents, brothers-in-law, sisters-in-law, half-brothers or half-sisters, or other relatives living in the household of the employee unless additional time is authorized by the Supervisor. The leave of absence for funeral purposes will be in addition to any other leave of absence to which the employee is entitled under any other provision of this Agreement. The Town Supervisor will also have the sole, non-grievable discretion to grant bereavement leave for the loss of other persons.

SEC. 17. UNAUTHORIZED ABSENCE

17.1 An employee who will be absent without authorization, for which no satisfactory explanation is given, will not be compensated for the period of absence, and if the absence will continue for 10 continuous working days, the unauthorized absence will be deemed to constitute just cause for dismissal in accordance with applicable rules of the Suffolk County Civil Service Rules and Regulations.

SEC. 18. LEAVE OF ABSENCE

18.1 Upon request, full-time employees may be granted a child care leave of absence not exceeding two years without pay by reason of the birth to or adoption of a child by the employee. The employee, upon the expiration of the period of leave of absence, will be restored to same or comparable position of employment, if available. Part-time employees may be granted a leave of absence without pay for these reasons, at the discretion of the Town Board.

18.2 Upon request, full-time employees may be granted a leave of absence without pay not exceeding one year for reasons of personal health or that of their immediate family, provided, however, that the necessity therefor is certified in writing to the Town Board by a physician.

SEC. 19. SICK LEAVE

19.1 Upon completion of one year of service, full-time employees will be entitled to 15 days' sick leave with pay. Full-time employees with less than one year of service will be entitled to one day of sick leave with pay for each month of service. Part-time employees will accrue one hour of sick leave for each 20 hours actually worked. Not more than 1/3 of this accrued time may be utilized annually, pursuant to the procedures contained in Section 21 and applicable department practices, if any, as though it were personal leave.

19.2 Full-time employees hired after October 15, 1996 will be entitled to 12 days' sick leave during their first year of employment, 13 days during their second year of employment, 14 days during their third year of employment and 15 days' sick leave thereafter.

19.3 Unused sick leave may be accumulated up to a maximum of 280 days.

19.4 An employee who becomes sick while on vacation may have the period of illness charged against any unused sick leave, provided that a physician certifies to the illness and its duration in writing, and the vacation period of the employee will be extended accordingly.

19.5 An employee who becomes sick while at work, who is required to leave work, will be charged for one-half day of sick leave if he/she worked at least 50% of the normal work day, otherwise he/she will be charged for a full day of sick leave.

19.6 Employees who are required to attend a doctor's appointment during normal working hours and cannot reschedule the appointment after working hours, will have sick leave time deducted in the same manner as in Section 19.5, except that, for up to 10 hours per year, absences of less than one-half day will be charged as actual hours of work missed.

19.7 A Department Head may request a written physician's certificate in all cases where an employee is absent by reason of illness for more than three consecutive work days. In addition, a Department Head may, in consultation with the CSEA President, also require a physician's statement if the Department Head has reason to believe that an employee is abusing his/her sick leave privileges by, for example, exhibiting a pattern of absences on the first or last days of the employee's regularly scheduled workweek, the days immediately before or after a holiday or vacation period, or due to use of sick leave

in excess of the unit average for the past three full calendar years. A person who is at or exceeding the average will be notified in advance that a doctor's note will be necessary for future absences.

19.8 Upon retirement, a full-time employee will be entitled to payment for the first 40 days of accumulated unused sick leave. For days accumulated over 40, additional payment will be made at the rate of one day for each three accumulated over 40. In no event will the grand total payment exceed 120 days.

In order to be paid for unused accumulated sick leave, the employee must notify the Town Comptroller, on a Town provided form, of the employee's non-binding intention to retire no fewer than 45 calendar days prior to the date of the adoption of the budget, but in no event later than October 1st. The retiree will receive the monies due provided that the required notice was provided. If the required notice was not provided, then the payment will not be lost, but will become payable 30 calendar days after the commencement of the fiscal year for which the Town budgeted for the same or had an opportunity to do so.

19.9 No time will be accrued during leaves of absence and/or suspension from work exceeding 30 calendar days.

SEC. 20. HOLIDAYS

20.1 Full-time employees will be entitled to the following holidays off with pay:

- the first day of January, known as New Year's Day
- the third Monday of January, known as Martin Luther King, Jr. Day
- the third Monday in February, known as President's Day
- the last Monday in May, known as Memorial Day
- the fourth day of July, known as Independence Day
- the first Monday in September, known as Labor Day
- the second Monday in October, known as Columbus Day
- the Tuesday next succeeding the first Monday in November, known as Election Day
- the eleventh day of November, known as Veteran's Day
- the fourth Thursday in November, known as Thanksgiving Day
- the day after Thanksgiving Day, except for employees assigned to the Landfill, who will receive a floating holiday to be scheduled as though it were a personal day
- the twenty-fifth day of December, known as Christmas Day
- the eve of Thanksgiving Day, ½ day
- the eve of Christmas Day, ½ day

- the eve of New Year's Day, ½ day

20.2 Where a federally observed holiday differs from the list of holidays set forth in Section 20.1, the federal holiday will be observed.

20.2a Holidays for Public Safety Dispatchers and Bay Constables will be observed on the day of the actual holiday.

20.3 In the event that any of the above specified holidays occurs on a Saturday, the preceding Friday will be observed as a holiday, and if any of the above specified holidays occurs on a Sunday, the succeeding Monday will be observed as a holiday.

20.4 In the event, however, that it may be deemed necessary by the head of a department that certain employees are required to be on duty on those days, the employees so requested to work on the above named holidays agree to do so and will be compensated in accordance with Section 29.2.

20.5 Unless on vacation or an approved compensatory time, holiday, personal or sick day, employee must work his/her last regularly scheduled day before and the first following the holiday in order to receive holiday pay or compensatory time off.

20.6 Employees will have the option of receiving pay rather than time off for all holidays per calendar year, provided written notice is provided to the Accounting Department, on a form prepared by the Town after notice to the CSEA, by not later than December 31 of that year. Employees continue to have the right to carry over unused holidays into the next calendar year, per existing practices.

SEC. 21. PERSONAL LEAVE

21.1 Full-time employees will be entitled to five days' personal leave of absence with pay in each calendar year for personal business reasons (personal leave days), provided that time for taking the leave will be subject to prior approval by the Department Head. Personal leave will be prorated for new full-time employees and for full-time employees during their last year of employment as follows: two days credited on January 1, one on March 1, one on June 1 and one on September 1. Effective November 7, 2018, the preceding sentence will be deleted. Effective November 7, 2018, personal leave will be prorated for new full-time employees and for existing full-time employees during the last year of employment as follows: two days credited on January 1, one on April 1, one on July 1 and one on October 1.

SEC. 22. COMPENSATORY TIME

22.1 Whenever an employee is entitled to compensatory time off, it will be taken at the

time and for the duration as is mutually agreed to by the employee and the Department Head of the department in which he/she is employed.

(a) Employees in safety sensitive positions may accrue up to, but no more than, 240 hours of compensatory time, and employees in non-safety sensitive positions may accrue up to, but no more than, 160 hours of compensatory time as of each December 31st. Except where otherwise agreed to in writing by the Department Head, the employee must request the use and/or payment of 50% of his/her compensatory time that exceeds 120 hours by each September 1st and must make at least one request for the use of compensatory time every two months. Any denial of a request to use compensatory time will be automatically reviewed by the Town Supervisor or designee and a written response issued to the employee within 14 calendar days from the Supervisor or designee's receipt of the denial. If, as the result of a decision to deny the use of compensatory time as requested, the employee still has more than 120 hours of compensatory time as of each December 31st, then the Town will pay for that excess time, provided that the employee has made a good faith effort to request, schedule and use this time as contemplated by this Agreement.

(b) Nothing contained in this Agreement will be construed as in any way restricting the Town's right to take any actions required by the provisions of the federal Fair Labor Standards Act, and the cases and regulations interpreting it, subject to the Town's duty to bargain, if any, with the CSEA regarding those actions.

22.2 All Town employees asked to report or remain on duty during a weather emergency when normal Town services are suspended will receive compensatory time at the straight time rate for all hours actually worked during their normal shift.

SEC. 23. HEALTH INSURANCE AND HOSPITALIZATION

23.1 Health insurance and hospitalization will be provided to each employee pursuant to the NYSHIP/Empire Plan. There will be a six month waiting period (or a shorter period if required by law) for enrollment by new employees in the NYSHIP from the employee's date of hire. Effective November 7, 2018, there will be a waiting eligibility period of no more than six months, unless otherwise required by law or by the NYSHIP, and consistent with applicable law and eligibility requirements as set by the NYSHIP, prior to inclusion in the health insurance plan.

23.2 All employees hired before November 7, 2018 will contribute 5% of the premium cost towards medical and hospitalization benefits. All employees hired on or after November 7, 2018 will contribute 15% of the premium cost towards medical and hospitalization benefits. Effective December 31, 2019, if the parties have not fully ratified and approved a successor Agreement to the one that expired on December 31, 2019, these employees' 5%/15% contribution will remain based on the premium cost in effect on

December 31, 2019 until the parties have fully ratified and approved a successor Agreement, at which time their contribution will be based on the premium cost for the NYSHIP in effect on the day that the successor Agreement is fully ratified and approved and as may be modified thereafter, subject to any different agreement being reached by the parties.

23.3 Employees will not be eligible to be covered under the Town's health insurance plan, if they are eligible for coverage under another Town employee's Town health insurance plan. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations. Effective November 7, 2018, "emergency" will be defined as "a qualifying event as defined by Internal Revenue Code Section 125."

At retirement, an employee who would otherwise be eligible for retiree health insurance but for the operation of this provision will continue to be ineligible for retiree health insurance. However, during retirement, the former employee may reinstate his/her own individual health insurance coverage (or family coverage if the employee has dependents as defined in the plan) in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations. Effective November 7, 2018, "emergency" will be defined as "a qualifying event as defined by Internal Revenue Code Section 125."

23.4 Health Insurance Declination Bonus. Employees may opt out of the Town's health insurance program in whole or in part (effective for health insurance declinations occurring on or after November 7, 2018, "or in part" will be deleted) for a full year by completing the appropriate form furnished by the Town. An employee opting out of the Town's health insurance program in whole or in part (effective for health insurance declinations occurring on or after November 7, 2018, "or in part" will be deleted) will be paid 50% of the premium savings, provided the employee maintains the employee's waiver (remains out) for a full year (January 1 to December 31). Payments will be subject to all usual payroll deductions and will be made on or about December 15 of each year. An Employee who experiences a qualifying event as defined by Internal Revenue Code Section 125 and who has submitted to the Town adequate documentation of that event may enroll in the NYSHIP within the 12-month period, and the Employee will repay, pro-rata, any amount already forwarded to the Employee in return for the waiver, by payroll deduction.

Employees electing to waive coverage must do so by filing their forms no later than November 30th in any year, with the provisions of this section taking effect on the next January 1st. Once a waiver form has been filed with the Town, the waiver will continue to be in effect from year to year thereafter until the employee elects to reenroll,

and the employee will be entitled to the applicable payment for waiver for each full year his or her waiver is in effect. Employees will continue to be notified if the application to decline insurance is incomplete or insufficient.

It is understood that once an employee has waived coverage for a particular year, the employee may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source and consistent with the rules and regulations of the Town's flexible spending plan and applicable laws and regulations. Emergency will include loss of employment or termination of insurance for a spouse whose employer had provided the alternative insurance. Emergency will not include the change of any alternative insurance from a noncontributory to a contributory plan or the voluntary declination of the spouse of insurance offered by the spouse's employer. Effective November 7, 2018, an "emergency" will be defined as "a qualifying event as defined by Internal Revenue Code Section 125."

An employee may reinstate coverage not more than 30 days prior to retirement, consistent with the rules and regulations of the Town's health insurance plan, by written request to the Town comptroller. In the event the employee re-enters the health insurance plan 30 or fewer days prior to retirement, the declination payment will be prorated and adjusted accordingly. Any monies then owed to the Town will be deducted from the employee's remaining paycheck(s) and/or cash payments the employee may be eligible for at the time of retirement. If these payments are insufficient to meet the employee's actual repayment obligations, the employee will be deemed to have consented to recoupment based on terms and conditions to be set by the Town at the time of recoupment.

Reinstatement of coverage for the succeeding year may be made by notifying the Town in writing no later than November 30th to be effective the succeeding fiscal year. This deadline will not apply to emergency reinstatement of insurance as provided for in the above paragraph, but the reinstatement will be subject to whatever requirements or deadlines are imposed by the Town's program. If reinstatement occurs during a waived year due to emergency, the employee will repay, pro rata, any amount already forwarded to the employee in return for the waiver by payroll deduction. Effective November 7, 2018, "emergency" will be defined as "a qualifying event as defined by Internal Revenue Code Section 125."

Effective for plan years beginning on or after January 1, 2015, or as soon after as the change to the NYSHIP can be implemented by the Town, the NYSHIP and the Island Group, an Employee will be eligible for the health insurance declination bonus if he/she: (a) has submitted to the Town documentation showing that he/she has health insurance coverage other than through the NYSHIP; and (b) opts out of the NYSHIP for the period January 1 through December 31. An Employee who experiences a qualifying event as defined by Internal Revenue Code Section 125 and who has submitted to the

Town adequate documentation of that event may enroll in the NYSHIP within the 12-month period, and the Employee will repay, pro-rata, any amount already forwarded to the Employee in return for the waiver, by payroll deduction. Effective November 7, 2018, this paragraph will be deleted.

The CSEA acknowledges that the Town will implement NYSHIP Policy 122r3 unless and until it is finally vacated or set aside by a court or other adjudicatory body. In that event, the preexisting terms and conditions of employment affected by NYSHIP Policy 122r3 will be reinstated as soon as is permitted by applicable laws, rules and regulations. In addition, in that event, employees will once again be eligible for the health insurance declination bonus, in the same amount and manner as was in existence immediately preceding January 1, 2015. Nothing contained in this paragraph will be construed as waiving the rights of the Town, CSEA or employees or bargaining unit-represented retirees to commence or join any litigation challenging NYSHIP Policy 122r3 (other than litigation challenging the validity of this Agreement). Effective November 7, 2018, this paragraph will be deleted.

23.5 Retiree Health Insurance. Notwithstanding any contract provision or practice to the contrary, an employee will be eligible for retiree health insurance provided that the employee has been covered by the Town's health insurance plan for at least 10 consecutive years and was employed by the Town on the last date immediately prior to retirement into the New York State Employees Retirement System.

It is understood that an employee who is covered by another Town employee's health insurance plan and therefore not eligible for health insurance pursuant to Section 23.3 or who opts out of health insurance coverage pursuant to Section 23.4 will be considered a "covered employee under the Town's health insurance plan" for purposes of determining eligibility for retiree health insurance, provided that all other eligibility requirements have been met.

23.6 Flexible Spending Plan. An Internal Revenue Code § 125 flexible spending plan related to the health insurance declination and employee contributions toward the premium cost of health insurance only has been implemented by the Town. It is understood that participation in the flexible spending plan is voluntary and that before the plan is utilized by a particular unit member, the member will first agree in writing to indemnify and save the Town harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or be reason of action taken or not taken by the Town for the purpose of complying with this Section.

SEC. 24. EMPLOYEE BENEFIT FUND

24.1 The Town will make payments to the CSEA Employee Benefit Fund for the benefit of full-time employees.

The Town will pay 100% of the premiums for the benefits provided by the former CSEA Benefit Fund Package 7 Plan for each full-time employee.

24.2 CSEA represents that the CSEA Employee Benefit Fund is a legally constituted entity; that the entity may legally receive funds paid to it by the Town for the benefit of the employees of the Town; and that the employees of the Town are eligible to participate in the benefits provided by the entity. CSEA also represents that it will obtain and provide to the Town the assurance from the Trustees of the Benefit Fund as will satisfy the representations set forth in the preceding paragraph hereof.

24.3 It is understood and agreed by and between the parties that the Town assumes no liability or responsibility for the disposition of the funds paid by it to the CSEA Benefit Fund after the same are paid to the fund pursuant to the provisions of this Section. Nor does the Town assume any liability or responsibility whatsoever for the acts or omissions of the CSEA Benefit Fund in the administration of its affairs, against all of which the CSEA does hereby hold the Town harmless.

SEC. 25. RETIREMENT BENEFITS

25.1 Subject to the applicable provisions of law, the Town will provide to Tier 1 and 2 employees a noncontributory "Improved Career Retirement Plan" in accordance with and subject to the provisions of Section 75-I of the Retirement and Social Security Law and to pay the entire cost to the New York State Employees Retirement System.

25.2 Subject to the applicable provisions of the law, the Town will provide to Tier 3 and Tier 4 employees a retirement plan in accordance with the New York State Retirement and Social Security Law.

25.3 Unused sick leave will be applied as additional service credit upon retirement of an employee in accordance with the provisions of Section 41J of the Retirement and Social Security Law.

SEC. 26. DUES

26.1 Dues deduction will be made uniformly and consistently by the Town on each payroll period and promptly paid over to the Treasurer of CSEA.

26.2 The Town will continue to make deductions from the salary of each employee who has authorized them in writing until authorized in writing by the employee to discontinue, change, or amend the deductions.

26.3 Any employee authorization to discontinue dues deductions will be in duplicate signed by the employee and submitted to the Supervisor, who will promptly mail one

copy to the Treasurer of CSEA.

26.4 The Town assumes no liability or responsibility for the disposition of dues deductions after they are paid over to the Treasurer of CSEA.

SEC. 27. SALARIES

27.1 For all full-time employees hired on or before June 8, 1999:

Effective retroactive to January 1, 2017, for employees who are on the payroll as of June 29, 2018, steps entry level through five will be increased by 0.9% and eligible employees will receive a step. In addition, effective retroactive to January 1, 2017, for employees who are on the payroll as of June 29, 2018, the salaries of employees who were on the top step as of December 31, 2016 at 11:59:59 p.m., as well as all hourly and salaried rates in Appendix "G," will be increased by 2%.

Effective retroactive to January 1, 2018, for employees who are on the payroll as of June 29, 2018, steps entry level through five will be increased by 0.8% and eligible employees will receive a step. In addition, effective retroactive to January 1, 2018, for employees who are on the payroll as of June 29, 2018, the salaries of employees who were on the top step as of December 31, 2017 at 11:59:59 p.m., as well as all hourly and salaried rates in Appendix "G," will be increased by 2%.

Effective January 1, 2019, steps entry level through five will be increased by 1% and eligible employees will receive a step. In addition, the salaries of employees who were on the top step as of December 31, 2018 at 11:59:59 p.m., as well as all hourly and salaried rates in Appendix "G," will be increased by 2%.

27.2 For all full-time employees hired after June 8, 1999:

Eligible employees will be entitled to step movement on January 1, provided they were employed by the Town before July 1 of the preceding calendar year.

Effective retroactive to January 1, 2017, for employees who are on the payroll as of June 29, 2018, steps entry level through five will be increased by 0.9% and eligible employees will receive a step. In addition, effective retroactive to January 1, 2017, for employees who are on the payroll as of June 29, 2018, the salaries of employees who were on the top step as of December 31, 2016 at 11:59:59 p.m., as well as all hourly and salaried rates in Appendix "G," will be increased by 2%.

Effective retroactive to January 1, 2018, for employees who are on the payroll as of June 29, 2018, steps entry level through five will be increased by

0.8% and eligible employees will receive a step. In addition, effective retroactive to January 1, 2018, for employees who are on the payroll as of June 29, 2018, the salaries of employees who were on the top step as of December 31, 2017 at 11:59:59 p.m., as well as all hourly and salaried rates in Appendix "G," will be increased by 2%.

Effective January 1, 2019, steps entry level through five will be increased by 1% and eligible employees will receive a Step. In addition, the salaries of employees who were on the top step as of December 31, 2018 at 11:59:59 p.m., as well as all hourly and salaried rates in Appendix "G," will be increased by 2%.

27.3 An employee who is promoted will be placed on the step in the new position that will enable the employee to have an increase equal to at least 5% of the employees' rate before promotion. In no event will any increase exceed Step 5 of the new position.

27.4 The Town will prepare a salary schedule of employees as provided herein and the same will be annexed hereto.

27.5 Employees assigned to work as "Acting Foreman" for more than three consecutive days will be paid foreman's pay.

27.6 All leave credits except personal leave will become effective the first pay period in the month of the employee's anniversary date.

27.7 When promoted, or when granted an extended leave of absence when not on the top step when leave commences, the employee will be placed on the Section 27.2 salary schedule.

27.8 If the parties have not fully ratified and approved a successor Agreement to the one that expires on December 31, 2019, employees will remain on the same step in effect on December 31, 2019 until the parties have fully ratified and approved a successor Agreement, at which time they will move to the step to which they would have otherwise moved had the steps not been frozen, subject to a different agreement being reached by the parties.

27.9 Effective with the first payroll period in 2019, and notwithstanding any contrary practice, salary will be paid biweekly based on the number of weekdays in a year divided by 10. The Town's method of calculating overtime will not be changed by conversion to the 26.1 Payroll.

SEC. 28. RECALL

28.1 Employees who are required to report to work due to floods, storms or other emergency will be deemed for all purposes to have commenced work when notified to report for work. When possible, the employees will be given a period of 45 minutes within which to report to work.

28.2 The employees, when required to work, will receive a minimum of four hours' compensation at their regular salary scale.

28.3 Effective November 7, 2018, Justice Court Officers who are called into work on a non-regularly scheduled workday will receive a minimum of four hours of pay at the straight time rate of pay. The employee must remain at his/her job assignment and physically work for this minimum number of hours. If the employee does not remain on the job, he/she will only be paid for the hours actually worked, unless directed in writing to leave by a Supervisor, in which case he/she will be compensated for four hours.

SEC. 29. OVERTIME

29.1 Employees who are required to work in excess of eight hours in any one day will be compensated at the rate of one and one-half times the normal rate of salary or wages, or at the option of the employee will be given compensatory time off at the same rate subject to law. The provisions of this paragraph will not, however, apply to work performed on any holiday set forth in this Agreement.

29.2 Full-time employees who are required to work during the hours between 7:30 AM and 4:00 PM (7:00 AM and 3:30 PM in the Highway Department and Department of Public Works) on any holiday set forth in this Agreement will receive compensation at the regular rate of salary or wages in addition to receiving the regular salary or wages for the holiday and will also be given compensatory time off with pay equal to the time worked on that holiday. If any employee is required to work on any such holiday between 4:00 PM and 7:30 AM (3:30 PM and 7:00 AM in the Highway Department and Department of Public Works), the employee will be compensated for hours worked at double the rate of salary or wages.

29.3 Section 29.2 will not be applicable to Public Safety Dispatchers and Bay Constables. In the event that a Public Safety Dispatcher or Bay Constable is required to work on a Holiday set forth in Section 20.1 that he/she was not scheduled to work as part of his/her normal work schedule, he/she will receive compensation as follows:

a. Time and one half the employee's regular hourly salary rate for the number of hours actually worked; plus

b. Straight time at the employee's regular hourly salary rate for the number of hours actually worked during the 8 a.m. to 4 p.m. work shift or double the employee's regular hourly salary rate for the number of hours actually worked during either the 4 p.m. to 12 a.m. or 12 a.m. to 8 a.m. work shifts.

c. Public Safety Dispatchers and Bay Constables will not accrue any compensatory time for working on a Holiday as set forth above.

In the event that a Public Safety Dispatcher or Bay Constable works on a Holiday set forth in Section 20.1 that he/she was scheduled to work as part of his/her normal work schedule, he/she will receive compensation as follows:

a. Straight time at the employee's regular hourly salary rate for the number of hours actually worked; plus

b. Straight time at the employee's regular hourly salary rate for the number of hours actually worked during the 8 a.m. to 4 p.m. work shift or double the employee's regular hourly salary rate for the number of hours actually worked during either the 4 p.m. to 12 a.m. or 12 a.m. to 8 a.m. work shifts; plus

c. Public Safety Dispatchers and Bay Constables will not accrue any compensatory time for working on a Holiday as set forth above.

29.4 On or about the 10th of each month, the Department Head of every department of the Town will post in a conspicuous place within the department a list containing the names and the number of hours of overtime worked by each employee of the department during the preceding month.

SEC. 30. LONGEVITY

30.1 Full-time employees will receive additional non-cumulative compensation (applied to the straight-time base rate of pay) based upon length of service in the Town as follows:

a. Employees with at least 10 years but fewer than 15 years of service will receive a salary increase of 5%.

b. Employees with at least 15 years but fewer than 20 years of service will receive a salary increase of 6%.

c. Employees with 20 years but fewer than 25 years of service will receive a salary increase of 7%.

d. Employees with 25 years of service or more will receive a salary increase of 8%.

e. Additional compensation as provided in this section will commence on the first day of the month in which an employee becomes eligible.

SEC. 31. SHIFT DIFFERENTIAL

31.1 A shift differential of \$1,100 per year will be granted to each Public Safety Dispatcher who works three shifts around the clock on a regularly scheduled basis.

31.2 A shift differential of \$300 per year will be granted to each Public Safety Dispatcher who works two rotating shifts on a regularly scheduled basis.

31.3 The above shift differentials will apply as well to any custodian working the night shift. If more than one custodian rotates onto the night shift the shift differential will be prorated between those employees. A shift differential of \$300 per year will be granted to each custodian working the rotating night shift.

31.4 A shift differential of \$300 per year will be granted to each full-time Bay Constable.

SEC. 32. MILEAGE ALLOWANCE

32.1 Employees who will be required to use their private automobile in the performance of official Town business will be compensated at a rate to be set by the Town Board upon the presentation of a voucher to the Town Board.

SEC. 33. LICENSES

33.1 Employees required to have a Suffolk County Electrician's License for employment with the Town will have the fee paid by the Town up to \$100 per year.

33.2 The Town will reimburse the cost of the CDL license fee and renewal fee, to any employee whose job duties require the possession of a valid CDL. The request for reimbursement must be submitted, with proof of payment, within 30 days of licensing.

SEC. 34. HOURS OF WORK

The normal work week of all full-time employees will be as follows:

34.1 Clerical employees will work seven hours per day with one hour for lunch, five days per week (Monday through Friday) for a total of 35 hours per week. The Town has

the option to regularly schedule clerical employees between 8:00 AM and 4:00 PM on any day Monday to Friday, but without an increase in weekly hours. Employee qualifications, being equal, the choice of hours will be given on a seniority basis. Five days' notice will be given for the change in the regular schedule.

34.2 Building Inspectors will work seven hours per day (8:00 AM to 4:00 PM) with one hour for lunch, five days per week (Monday through Friday) for a total of 35 hours per week.

34.3 Highway Department and Public Works employees will work eight hours per day (7:00 AM to 3:30 PM) with one-half hour lunch, five days per week (Monday through Friday) for a total of 40 hours per week.

Notwithstanding the preceding paragraph, Maintenance Mechanics I, II and III assigned to the Department of Public Works may be assigned to one of the following work schedules at the discretion of the Director of Public Works: 1) 7:00 AM to 3:30 PM, Monday through Friday; 2) 8:30 AM to 5:00 PM, Monday through Friday; or 3) 12:00 PM to 8:30 PM, Monday through Thursday and 8:30 AM to 5:00 PM, Friday. The Director of Public Works will provide an employee five working days', or less if mutually agreed to by the employee and the Director, notice prior to a change in his/her work schedule.

34.4 Public Safety Dispatchers will work eight hour rotating shifts with one-half hour for lunch, for a total of 37.5 hours per week. Upon request by the Town, the parties will meet to continue their negotiations over the Town's proposal to implement fixed tours of duty.

34.5 Full-time Human Resources Department employees may work one of the following shifts now utilized: 5:30 AM to 1:00 PM, 8:00 AM to 3:00 PM, or 9:00 AM to 4:00 PM, based upon the needs of that department. Effective as soon as the Town implements time clocks in the Department, the work day will be increased by one hour to eight hours per day including the current one hour for lunch, with the additional time to be scheduled by the Department contiguous to the starting and/or ending times of the existing shifts.

34.6 Employees assigned to work the Collection Center will work 10 hours per day, 6:45 AM to 5:15 PM, four days per week (with one-half hour for lunch), for a total of 40 hours per week. Collection Center employees hired after July 1, 1996 may be scheduled to work a five day workweek at the discretion of the department head. Effective October 24, 2014, any Collection Center employee may be scheduled to work a five day workweek at the discretion of the department head. The Town will provide an employee with at least 30 calendar days' written notice prior to implementing a change in the employee's workweek. Any employee required to eat lunch on the site will be given a

paid lunch period.

34.7 Bay Constables and Maintenance employees in Building and Grounds will work eight hours per day with one-half hour for lunch, for a total of 40 hours per week.

34.8 Part-time employees will be required to work at times and on schedules as their services may be required by the head of the department in which employed, provided that the schedules will conform to the rules of the Suffolk County Civil Service Department and do not infringe upon the work schedules of the full-time employees.

34.9 The Town may close the Collection Center if it so elects in order to meet its operational objectives.

34.10 A full-time employee and Department Head, upon their mutual written consent, as well as the written approval of the Town Supervisor and CSEA President or their designees, may flex the employee's work hours within the employee's defined workweek, provided that the impact upon the Town is cost-neutral. If any party to the agreement withdraws consent, then, within 30 calendar days of the Town receiving or issuing written notice of the withdrawal, the employee's work hours will revert to those worked prior to the implementation of the flex schedule or to those in another existing shift.

SEC. 35. GRIEVANCE PROCEDURE

35.1 "GRIEVANCE" means any dispute between the employee and/or group of employees, and the Town, with respect only to the meaning or interpretation of a specific provision of this Agreement. It will not include disciplinary proceedings or any other matters that are reviewable under administrative procedures established by laws or the rules of the Suffolk County Civil Department.

35.2 All grievances of employees involving the interpretation of this Agreement will be resolved in accordance with the following procedure:

Step 1(a). Within 10 working days after an employee knows or should have known of an occurrence that allegedly violates the contract with respect to that employee, the employee may submit a grievance in writing to his/her immediate supervisor. The immediate supervisor will issue a written reply to the grievance within 10 working days of its receipt. The failure of the Town at Step 1 to respond within the contractually prescribed timelines will permit the employee to proceed to Step 2.

Step 1(b). Within 15 working days after the CSEA President knows or should have known of an occurrence that allegedly violates the contract with respect to a similarly affected group of employees, the CSEA President may submit a grievance in

writing to the employees' Department Head, or to the Town Supervisor's office if the similarly affected group of employees are from more than one Town Department. The Department Head or Town Supervisor or designee will issue a written reply to the grievance within 15 working days of its receipt. The failure of the Town to respond within the contractually prescribed timelines will permit the CSEA to proceed to Step 2.

Step 2. If the employee and/or CSEA President in the event of a group grievance is not satisfied with the reply, within 10 working days of receipt of the reply, the employee may appeal the decision to the Grievance Board made up of two designees of the Supervisor, one of whom will normally be the Department Head, and two members from the CSEA, who will normally be the President and his/her designated representative. The Grievance Board will meet to either: (a) consider the grievance within 20 working days of its receipt, in which case the Grievance Board will issue a written reply of its decision within 20 working days after the meeting to the grievant, CSEA President and the Town Attorney; or (b) if there is more than one grievance before the Grievance Board and they concern similar issues and facts, the Board by majority approval will notify the grievant(s) of its decision to hear the grievances as a single consolidated grievance limited to those currently before it. Once consolidated, the grievances will remain consolidated for all further purposes until the grievance is finally resolved. The Grievance Board's decision will be made in writing and indicate the names of the grievant(s) to be included into the consolidated grievance within 20 working days of its receipt, with copies sent to the grievants, the CSEA President and the Town Attorney. The Grievance Board will then meet within 10 working days to consider the grievance. The Grievance Board will issue a written decision within 20 working days of the meeting. In both situations, the failure of the Town at Step 2 to respond within the contractually prescribed timelines will permit the CSEA to proceed to Step 3, and the failure of the employee(s) to appeal within the contractually prescribed timelines will result in the dismissal of the grievance(s).

Step 3. If the CSEA is not satisfied with the Step 2 answer, the CSEA grievant may, within 30 working days, notify the Town Clerk in writing that it is requesting a hearing before an independent advisory arbitrator selected pursuant to the rules of the New York State Public Employment Relations Board, whose advisory recommendation(s) will be forwarded to the Town Board and CSEA Unit President within 20 working days following the Step 3 hearing. The arbitrator will be without power or authority to make any recommendation(s) that would require the commission of an act prohibited by law or is in contradiction of or adds to, subtracts from or otherwise modifies any of the terms of this Agreement. The failure of the CSEA to comply with and appeal within the contractually prescribed procedures and timelines will result in the CSEA's written consent to the Town's application for a stay of arbitration and/or dismissal of the grievance. The cost for the arbitrator will be borne equally by the parties.

Step 4. The Town Board will consider the recommendation(s) of the advisory arbitrator at the next scheduled Board meeting and will make a final and binding decision within 30 days following the meeting and communicate the decision in writing to the CSEA Unit President.

SEC. 36. CSEA RIGHTS

36.1 There will be a Labor/Management Committee composed of six members, three of whom will be selected by the CSEA, the Superintendent of Highways, and two non-bargaining unit Town employees selected by the Town Board. The Committee will meet upon the written request of either party for the purpose of discussing working conditions and other matters as affect the Town and its employees. The Committee will meet within 20 days of receipt of written request by either party. Any decision made by this committee will not be binding upon either party until ratified or approved by the CSEA Unit and the Town Board. This Committee will be established as of January 1st of each year and each party will submit names of its members to the other party.

36.2 Criteria and other matters that are not terms and conditions of employment will not be subject to the jurisdiction of this committee. The committee's discussions and results are subject to bilateral agreement, but not to the contractual grievance and arbitration or PERB's impasse or fact finding procedures.

36.3 It is contemplated by the parties that, notwithstanding the starting wages set forth in the attached Salary Schedules, it may be necessary from time to time to employ persons at a starting wage above the amount set forth in the Schedules. In that event, it is agreed by the parties that a Committee to consist of five members will be established to authorize the employment. The committee will consist of the Department Head of the department in which the person is to be employed; two members to be selected by the CSEA; and two members to be selected by the Town Board.

36.4 The Town agrees to provide a bulletin board at a convenient location for the posting of notices relative to the business and affairs of the CSEA.

36.5 The officers and members of the CSEA will have the right to use Town buildings, when available, for meetings of its members and committees, provided that the use does not interfere with the use by the Town for regular Town business.

36.6 Officers of the CSEA will, when possible, be given priority over other employees in the scheduling of vacation time.

36.7 Officers and authorized representatives of the CSEA will be entitled to a leave of absence with pay to attend CSEA conferences and authorized meetings, provided that no more than two employees of the Town, nor more than one employee from each

department of the Town, will be absent at the same time, and further provided that the total numbers of days of absence of all employees for these purposes will not exceed 17 days in any calendar year.

36.8 Employees who will be assigned to the duties of resolving employee disputes and grievances arising during the work day be authorized time off with pay not to exceed one-half hour with respect to each incident.

36.9 The Town will establish an e-mail account on the Town's server for the purpose of the CSEA President or designee sending or receiving external e-mail regarding official CSEA business only. All related costs will be incurred by the CSEA. The CSEA agrees to indemnify and save the Town harmless against any and all claims and/or liabilities, including attorneys' fees that may arise out of or be reason of action taken or not taken by the CSEA pursuant to the use of the e-mail account.

36.10 The Town will provide unit members with a voluntary payroll deduction option for the AFSCME-CSEA PEOPLE (Public Employees Organized to Promote Legislative Equality) payroll deduction at no cost to the Town. Prior to availing him/herself of the payroll deduction, the unit member must execute an agreement, prepared by the Town, pursuant to which the employee will agree to indemnify and save and hold harmless the Town and any of its employees, representatives and/or officers (collectively, "employees") against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Town on any of its employees for the purpose of complying with this provision.

SEC. 37. AMENDMENTS

37.1 Any changes or amendments to this Agreement will not become effective unless the same are in writing and signed by the parties.

SEC 38. NO STRIKE PLEDGE

38.1 The CSEA affirms that it does not assert the right to strike against any government nor to assist or participate in such strike, or to impose any obligation to conduct, assist or participate in a strike.

SEC. 39. LEGISLATIVE APPROVAL

39.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUND THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

39.2 It is agreed by and between the parties that any provision of this Agreement requiring approval by federal authorities will not become effective until approval has been granted.

SEC. 40. TERMINATION BENEFITS

40.1 In the event that the employment of any employee is terminated by reason of retirement, resignation or other cause, all benefits provided herein will be prorated up to the date of termination. Effective November 7, 2018, any employee who is terminated for cause will be ineligible for these benefits.

40.2 In the event of death all time and leave accrued by employees will be paid to the legal estate, or, subject to applicable laws, written designee, less any time owed to the Town, as if the employee would have received the remuneration upon retirement, resignation or other cause, all benefits herein will be prorated up to the date of death.

SEC. 41. WAIVER-ZIPPER

41.1 The Town and the CSEA, for the life of this Agreement, each voluntarily and unqualifiedly agree that the other will not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. It is agreed that salaries and benefits already agreed upon cannot be modified or amended except by mutual agreement. This will not be construed to apply to negotiations for future collectively negotiated agreements between the parties.

SEC. 42. SEVERABILITY

42.1 Notwithstanding anything to the contrary contained herein, if one or more of the provisions of this contract is found to be illegal, all other provisions are to remain in full force and effect.

SEC. 43. PUBLIC SAFETY DISPATCHERS

43.1 The relief Dispatcher is to be the least senior full-time dispatcher, unless a more senior Dispatcher volunteers for the relief assignment.

43.2 Public Safety Dispatchers will not be required to perform matron duties.

43.3 The Town has the discretion to deny a switch of tour of duty. Each switch of tour of duty must be approved in writing prior to the actual switch. The dates/tours of each switch must be specified at the time of the request.

SEC. 44. PAYROLL CHECKS

44.1 Employees will participate in direct deposit of paychecks and provide relevant bank account information to the Town. The Town will provide access to electronic and paper paystubs in accordance with applicable law. An employee who does not have a bank account will open one, even if solely for the purpose of participating in direct deposit of paychecks.

SEC. 45. EMPLOYEE TRAINING

45.1 Insofar as practicable, employee seniority will be considered by supervision when training opportunities become available.

SEC. 46. TIME CLOCKS

46.1 The Town will have the unfettered right to install time clocks to be utilized by all employees.

46.2 The Town and the CSEA agree that any problems that may arise pertaining to the use of the time clocks will be dealt with in the Labor-Management Committee forum.

SEC. 47. EMPLOYEE LEAVE REQUESTS

47.1 Employee requests to utilize leave entitlements will be responded to by their immediate supervisor within five calendar days, or prior to the date of the requested leave, whichever is sooner.

SEC. 48. HIGHWAY DEPARTMENT

48.1 Except in emergency situations, employees will be given at least 48 hours' notice of the cancellation of special volunteer work assignments that would alter their existing work schedules.

48.2 The in-Town/out-of-Town status of Highway employees will only be revealed on time-off request slips between November 15 and April 15 of any given year. This recall information will in no way be used as a basis for approving or denying the time.

48.3 During an emergency call-out, the Highway Superintendent will not unreasonably withhold his/her consent to the employees' use of the Town Recreation Center during designated rest periods.

SEC. 49. EMPLOYEE DRUG AND ALCOHOL TESTING

49.1 Department of Transportation regulations with regard to drug and alcohol testing of employees utilizing municipal vehicles and equipment will be implemented and enforced. All employees will be subject to random (and, effective November 7, 2018, reasonable suspicion) drug and alcohol testing pursuant to the same rules and regulations in effect for CDL holders.

Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinary prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts. Reasonable suspicion may be based on, among other things, observable phenomena, such as direct observation of use and/or physical symptoms of using or being under the influence of illegal controlled substances or alcohol, such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior which warrants Town inquiry because of a direct bearing on the mental faculties of the employee on the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or that is independently corroborated.

SEC. 50. DISABILITY INSURANCE

50.1 The Town will participate in the New York State Disability Insurance Plan, subject to the Plan's Rules and Regulations.

SEC. 51. HAZMAT DUTIES

51.1 If the CSEA has reason to believe that the Town is not in compliance with PESH requirements regarding HazMat staffing, it will so notify the Supervisor's Office immediately, providing time, date, situation and any other detail necessary for the Town to investigate the claim.

SEC. 52. LEAVE FOR CIVIL SERVICE EXAMINATION

52.1 Employees may request to utilize one personal or vacation day per year for the purpose of taking a Civil Service Promotional Exam. These requests will not be unreasonably denied except when unusual circumstances exist including, but not limited to, situations when the granting of a request will detrimentally impact the staffing of a department.

SEC. 53. EVALUATIONS

53.1 The following Performance Appraisal process has been implemented:

1. Performance Appraisals will be used to provide employees with an assessment of their performance over the prior year, suggestions for areas where performance can be improved, establish performance goals for the coming year, evaluate eligibility for promotions, salary reclassifications, and may be used for background evidence for any disciplinary action.
2. Performance Appraisals will be conducted on an annual basis by the employee's Department Head. Department Heads will be evaluated by the Supervisor or his/her designee.
3. Performance Appraisals will be completed during the first quarter of each calendar year.
4. The Town Board or designee will notify CSEA and employees about the performance criteria upon which employees are evaluated.
5. All employees will be evaluated on the same performance criteria unless the Department Head determines, in his/her sole discretion, that a particular criterion is not applicable to the employee's job duties.
6. All employees will have the opportunity to review and discuss their Performance Appraisal with the Department Head. Employees will also have the right to comment on the Performance Appraisal in writing during the discussion within 15 working days of the discussion. All employees will be required to sign the Performance Appraisal at the conclusion of the discussion. The signature will confirm only that the employee received, read and revised the appraisal with the Department Head.
7. All completed Performance Appraisals and timely replies will be stapled together and placed in the employee's personnel file.
8. The agreed upon Performance Appraisal form will be attached to the Agreement. The Town Supervisor and CSEA Unit President may agree in writing to amend the Performance Appraisal form.

SEC. 54. TERM OF AGREEMENT

54.1 Except where otherwise provided, this Agreement and all of the terms and conditions hereof will become effective on January 1, 2017, and will continue in full force through December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24 day of ~~January~~ February 2019.

TOWN OF SOUTHOLD

C.S.E.A. INC., LOCAL 1000
AFSCME, AFL-CIO, SOUTHOLD
UNIT 8785



Scott A. Russell
Southold Town Supervisor



Thomas M. Skabry
President



Sergio Jay Diaz
Labor Relations Specialist

**Appendix A
Salary Structure January 1, 2017**

Title	Entry Level	1	2	3	4	5
Building Permits Examiner						65,902.06
Clerk (Spanish Speaking)						49,821.59
Custodial Worker II						59,860.38
Home Health Aide						41,671.04
Principal Planner						94,632.78
Senior Assessment Assistant						70,398.07
Senior Clerk-Typist						53,697.63

**Appendix B
Salary Structure January 1, 2018**

<u>Title</u>	<u>Entry Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Building Permits Examiner						67,220.10
Clerk (Spanish Speaking)						50,818.02
Custodial Worker II						61,057.59
Home Health Aide						42,504.46
Principal Planner						96,525.44
Senior Assessment Assistant						71,806.03
Senior Clerk-Typist						54,771.58

Appendix C
Salary Structure January 1, 2019

<u>Title</u>	<u>Entry Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Building Permits Examiner						68,564.50
Clerk (Spanish Speaking)						51,834.38
Custodial Worker II						62,278.74
Home Health Aide						43,354.55
Principal Planner						98,455.95
Senior Assessment Assistant						73,242.15
Senior Clerk-Typist						55,867.01

Appendix D-2017
Salary Structure January 1, 2017

Title	Entry Level	1	2	3	4	5
AEO	24.8336	26.6052	27.3138	28.2709	28.9795	30.7527
Auto Mechanic I & II	22.7462	24.5177	25.2263	26.1834	26.8921	28.6652
Auto Mechanic III	27.8225	29.5941	30.3026	31.2597	31.9683	33.7416
Auto Mechanic IV	29.6294	31.4010	32.1095	33.0666	33.7754	35.5485
CEO	26.1305	27.9020	28.6106	29.5676	30.2763	32.0495
Crew Labor Leader	27.8225	29.5941	30.3026	31.2597	31.9683	33.7416
Diesel Mechanic	27.8225	29.5941	30.3026	31.2597	31.9683	33.7416
Driver/Messenger	21.6392	23.4108	24.1193	25.0765	25.7851	27.5582
Driver/TCO/School Crossing Guard	21.6392	23.4107	24.1193	25.0765	25.7850	27.5582
Groundskeeper I	24.8336	26.6052	27.3138	28.2709	28.9795	30.7527
Groundskeeper II	25.7474	27.5190	28.2276	29.1846	29.8932	31.6665
Groundskeeper III	27.0346	28.8948	29.6389	30.6438	31.3879	33.2492
HEO	25.4029	27.1745	27.8831	28.8401	29.5488	31.3220
Highway Labor Crew Leader	29.6294	31.4010	32.1095	33.0666	33.7754	35.5485
Laborer	21.6392	23.4108	24.1193	25.0765	25.7851	27.5582
Maintenance Mechanic II	22.7462	24.5177	25.2263	26.1834	26.8921	28.6652
Maintenance Mechanic III	26.3676	28.1392	28.8477	29.8049	30.5135	32.2866
Maintenance Mechanic IV	27.6861	29.5462	30.2902	31.2951	32.0392	33.9010
Parks Maintenance Crew Leader	29.6294	31.4010	32.1095	33.0666	33.7754	35.5485
Sanitation Site Crew Leader	33.1457	34.9173	35.6259	36.5829	37.2915	39.0647
Scale Operator	21.6392	23.4108	24.1193	25.0765	25.7851	27.5582
Town Maintenance Crew Leader	29.6294	31.4011	32.1096	33.0666	33.7754	35.5486
Account Clerk	44,026.99	47,717.72	49,194.01	51,187.00	52,663.29	56,354.01
Account Clerk Typist	46,161.90	50,037.17	51,587.27	53,672.53	55,222.64	59,068.37
Administrative Aide	51,682.79	55,373.52	56,849.80	58,842.82	60,319.11	64,009.84
Administrative Assistant	47,042.95	50,733.68	52,209.97	54,202.97	55,679.25	59,369.98
Adult Day Care Supervisor	41,044.07	44,734.80	46,211.09	48,204.09	49,680.38	53,371.11
Assessment Assistant	47,042.96	50,733.69	52,209.98	54,202.98	55,679.26	59,369.99
Assessment Clerk	38,395.99	42,086.72	43,563.01	45,556.01	47,032.30	50,723.03
Assistant Cook	33,930.77	37,621.50	39,097.79	41,090.79	42,567.08	46,257.81
Assistant Town Planning Director	79,686.78	83,671.33	85,344.25	87,622.57	89,304.57	93,519.17
Asst. Senior Citizen Site Manager	28,301.49	31,992.21	33,468.51	35,461.50	36,937.78	40,628.52
Bay Constable	52,739.06	56,429.81	57,905.85	59,899.34	61,375.38	69,404.29
Building Inspector	55,309.27	58,999.99	60,476.29	62,469.28	63,945.57	67,636.30
Building Permits Coordinator	47,042.95	50,733.68	52,209.97	54,202.97	55,679.25	59,369.98
Building Permits Examiner	49,911.21	53,601.93	55,078.23	57,071.22	58,547.51	62,238.24
Case Manager	53,467.20	53,925.37	54,383.54	54,841.70	55,299.86	55,758.03
Case Manager (Spanish Speaking)	53,467.20	53,925.37	54,383.54	54,841.70	55,299.86	55,758.03
Caseworker	53,467.20	53,925.37	54,383.54	54,841.70	55,299.86	55,758.03
Civil Engineer	78,151.85	82,004.74	83,546.29	85,627.08	87,167.65	91,021.52
Clerk	36,181.88	39,872.61	41,348.90	43,341.90	44,818.19	48,508.92
Clerk (Spanish Speaking)	36,920.03	40,610.76	42,087.04	44,080.04	45,556.33	49,247.06
Clerk-Typist	38,395.99	42,086.72	43,563.01	45,556.01	47,032.30	50,723.03
Code Enforcement Officer	50,969.12	54,660.55	56,136.82	58,129.82	59,606.00	63,296.84
Cook	38,594.13	42,284.86	43,761.15	45,754.13	47,230.43	50,921.15
Custodial Worker I	41,856.19	45,546.91	47,023.19	49,016.19	50,492.48	54,183.21
Custodial Worker II	43,701.73	47,392.45	48,868.75	50,861.73	52,338.03	56,028.75
Custodial Worker III	45,639.53	49,330.26	50,806.55	52,799.55	54,275.84	57,966.57

Appendix D-2017
Salary Structure January 1, 2017

Title	Entry Level	1	2	3	4	5
Data Control Supervisor	53,936.11	57,626.84	59,103.12	61,096.12	62,572.41	66,263.14
Data Entry Operator	38,900.27	42,590.99	44,067.29	46,060.27	47,536.56	51,227.29
Data Processing Equipment Operator	40,182.93	44,058.19	45,608.29	47,686.18	49,236.28	53,052.49
Director of Code Enforcement	59,986.55	63,677.28	65,153.57	67,146.57	68,622.86	72,313.59
Electrical Inspector	55,309.27	58,999.99	60,476.29	62,469.28	63,945.57	67,636.30
Engineering Inspector	59,379.30	63,070.02	64,546.32	66,539.30	68,015.60	71,706.32
Environmental Technician	67,761.76	71,452.48	72,928.77	74,921.76	76,398.06	80,088.78
Exempt Secretary (to ZBA)	47,030.20	50,720.93	52,197.21	54,190.21	55,666.50	59,357.23
Food Service Worker	30,092.72	33,783.44	35,259.74	37,252.72	38,729.01	42,419.74
GIS Technician III	85,841.09	89,716.35	91,266.45	93,359.10	94,909.21	98,784.46
Head Clerk	47,042.95	50,733.68	52,209.97	54,202.97	55,679.25	59,369.98
Home Health Aide	31,263.38	34,954.11	36,430.40	38,423.40	39,899.68	43,590.41
Justice Court Cashier	36,181.88	39,872.61	41,348.90	43,341.90	44,818.19	48,508.92
Justice Court Clerk	40,648.40	44,339.12	45,815.42	47,808.41	49,284.71	52,975.43
Justice Court Clerk (Spanish Speaking)	40,648.39	44,339.12	45,815.42	47,808.41	49,284.71	52,975.43
Justice Court Director	85,881.16	90,558.79	92,429.84	94,955.76	96,826.80	101,504.42
Mini Bus Driver	33,084.24	36,774.98	38,251.04	40,243.26	41,720.57	45,411.31
Neighborhood Aide	34,323.77	38,014.49	39,490.78	41,483.77	42,960.06	46,650.79
Network and Systems Specialist I	87,121.00	90,811.72	92,288.01	94,281.00	95,757.29	99,448.02
Ordinance Inspector	55,309.27	58,999.99	60,476.29	62,469.28	63,945.57	67,636.30
Planner	58,684.50	62,375.25	63,851.30	65,844.78	67,320.82	71,011.56
Planner Trainee	47,819.73	51,510.48	52,986.53	54,980.01	56,456.05	60,146.80
Principal Building Inspector	61,498.61	65,189.34	66,665.63	68,658.63	70,134.91	73,825.64
Principal Clerk	39,438.96	43,129.69	44,605.98	46,598.97	48,075.27	51,765.99
Principal Planner	69,597.17	73,287.90	74,764.19	76,757.17	78,233.47	81,924.19
Public Safety Dispatcher	52,314.02	55,400.62	58,487.21	61,573.80	64,660.40	67,747.00
Public Safety Dispatcher II	55,485.72	58,572.31	61,658.91	64,745.50	67,832.10	70,918.71
Public Safety Dispatcher III	57,364.37	60,450.97	63,537.57	66,624.16	69,710.75	72,797.36
Records Management Assistant	58,789.88	62,480.61	63,956.91	65,949.89	67,426.19	71,116.92
Recreation Program Coordinator	26,886.84	30,577.57	32,053.86	34,046.86	35,523.15	39,213.88
Recreation Supervisor	51,147.44	54,838.17	56,314.46	58,307.46	59,783.74	63,474.47
Secretarial Assistant	50,522.93	54,213.65	55,689.95	57,682.94	59,159.22	62,849.95
Secretary	47,030.20	50,720.93	52,197.21	54,190.21	55,666.50	59,357.23
Senior Account Clerk	47,405.59	51,096.31	52,572.61	54,565.60	56,041.90	59,732.62
Senior Account Clerk Typist	48,469.99	52,539.02	54,166.63	56,356.15	57,983.76	62,021.78
Senior Administrative Assistant	56,322.62	60,013.35	61,489.64	63,482.68	64,958.95	68,649.69
Senior Assessment Assistant	49,147.82	52,838.56	54,314.84	56,307.84	57,784.13	61,474.86
Senior Assessment Clerk	40,315.80	42,906.27	45,496.77	48,087.25	50,677.75	53,259.17
Senior Bay Constable	59,496.89	63,187.64	64,664.93	66,657.16	68,133.21	72,260.71
Senior Building Inspector	58,474.39	62,165.12	63,641.40	65,634.39	67,110.69	70,801.41
Senior Citizen Aide II	32,924.48	36,615.21	38,091.50	40,084.49	41,560.78	45,251.51
Senior Citizen Program Director	63,868.77	67,559.50	69,035.79	71,028.79	72,505.08	76,195.81
Senior Citizen Program Supervisor	34,323.77	38,014.49	39,490.78	41,483.77	42,960.06	46,650.79
Senior Citizen Site Manager	60,890.67	64,581.40	66,057.69	68,050.67	69,526.97	73,217.69
Senior Clerk	37,743.69	41,434.42	42,910.71	44,903.71	46,380.00	50,070.73
Senior Clerk-Typist	40,068.51	43,759.24	45,235.53	47,228.53	48,704.81	52,395.54
Senior Cook	53,467.21	53,925.37	54,383.54	54,841.70	55,299.86	55,758.03
Senior Environmental Planner	67,761.76	71,452.48	72,928.77	74,921.76	76,398.06	80,088.78

Appendix D-2017
Salary Structure January 1, 2017

Title	Entry Level	1	2	3	4	5
Senior Justice Court Clerk	42,547.96	46,423.22	47,973.33	50,051.20	51,601.31	55,417.53
Senior Planner	67,547.04	71,237.79	72,713.84	74,707.32	76,183.36	79,874.10
Senior Site Plan Reviewer	58,074.73	61,765.46	63,241.75	65,234.75	66,711.03	70,401.76
Site Plan Reviewer	46,186.44	49,877.17	51,353.46	53,346.46	54,822.74	58,513.47
Special Projects Coordinator	74,859.05	78,549.78	80,026.08	82,019.07	83,495.36	87,186.09
Stenographer	40,648.40	44,339.12	45,815.42	47,808.41	49,284.71	52,975.43
Stormwater Manager	82,059.45	86,104.97	87,723.60	89,908.44	91,526.04	95,572.59
Technical Coordinator II	81,753.42	85,444.15	86,920.44	88,913.43	90,389.72	94,080.45
Town Engineer	89,316.41	93,719.97	95,481.60	97,859.44	99,621.07	104,024.63
Town Investigator	53,294.72	56,985.44	58,461.74	60,454.73	61,931.03	65,621.75
Zoning Inspector	55,308.58	59,000.00	60,476.28	62,469.28	63,945.46	67,636.30

Appendix E-2018
Salary Structure January 1, 2018

Title	Entry Level	1	2	3	4	5
AEO	25.0323	26.8180	27.5323	28.4971	29.2113	30.9987
Auto Mechanic I & II	22.9282	24.7138	25.4281	26.3929	27.1072	28.8945
Auto Mechanic III	28.0451	29.8309	30.5450	31.5098	32.2240	34.0115
Auto Mechanic IV	29.8664	31.6522	32.3664	33.3311	34.0456	35.8329
CEO	26.3395	28.1252	28.8395	29.8041	30.5185	32.3059
Crew Labor Leader	28.0451	29.8309	30.5450	31.5098	32.2240	34.0115
Diesel Mechanic	28.0451	29.8309	30.5450	31.5098	32.2240	34.0115
Driver/Messenger	21.8123	23.5981	24.3123	25.2771	25.9914	27.7787
Driver/TCO/School Crossing Guard	21.8123	23.5980	24.3123	25.2771	25.9913	27.7787
Groundskeeper I	25.0323	26.8180	27.5323	28.4971	29.2113	30.9987
Groundskeeper II	25.9534	27.7392	28.4534	29.4181	30.1323	31.9198
Groundskeeper III	27.2509	29.1260	29.8760	30.8890	31.6390	33.5152
HEO	25.6061	27.3919	28.1062	29.0708	29.7852	31.5726
Highway Labor Crew Leader	29.8664	31.6522	32.3664	33.3311	34.0456	35.8329
Laborer	21.8123	23.5981	24.3123	25.2771	25.9914	27.7787
Maintenance Mechanic II	22.9282	24.7138	25.4281	26.3929	27.1072	28.8945
Maintenance Mechanic III	26.5785	28.3643	29.0785	30.0433	30.7576	32.5449
Maintenance Mechanic IV	27.9076	29.7826	30.5325	31.5455	32.2955	34.1722
Parks Maintenance Crew Leader	29.8664	31.6522	32.3664	33.3311	34.0456	35.8329
Sanitation Site Crew Leader	33.4109	35.1966	35.9109	36.8756	37.5898	39.3772
Scale Operator	21.8123	23.5981	24.3123	25.2771	25.9914	27.7787
Town Maintenance Crew Leader	29.8664	31.6523	32.3665	33.3311	34.0456	35.8330
Account Clerk	44,379.21	48,099.46	49,587.56	51,596.50	53,084.60	56,804.84
Account Clerk Typist	46,531.20	50,437.47	51,999.97	54,101.91	55,664.42	59,540.92
Administrative Aide	52,096.25	55,816.51	57,304.60	59,313.56	60,801.66	64,521.92
Administrative Assistant	47,419.29	51,139.55	52,627.65	54,636.59	56,124.68	59,844.94
Adult Day Care Supervisor	41,372.42	45,092.68	46,580.78	48,589.72	50,077.82	53,798.08
Assessment Assistant	47,419.30	51,139.56	52,627.66	54,636.60	56,124.69	59,844.95
Assessment Clerk	38,703.16	42,423.41	43,911.51	45,920.46	47,408.56	51,128.81
Assistant Cook	34,202.22	37,922.47	39,410.57	41,419.52	42,907.62	46,627.87
Assistant Town Planning Director	80,324.27	84,340.70	86,027.00	88,323.55	90,019.01	94,267.32
Asst. Senior Citizen Site Manager	28,527.90	32,248.15	33,736.26	35,745.19	37,233.28	40,953.55
Bay Constable	53,160.97	56,881.25	58,369.10	60,378.53	61,866.38	69,959.52
Building Inspector	55,751.74	59,471.99	60,960.10	62,969.03	64,457.13	68,177.39
Building Permits Coordinator	47,419.29	51,139.55	52,627.65	54,636.59	56,124.68	59,844.94
Building Permits Examiner	50,310.50	54,030.75	55,518.86	57,527.79	59,015.89	62,736.15
Case Manager	53,894.94	54,356.77	54,818.61	55,280.43	55,742.26	56,204.09
Case Manager (Spanish Speaking)	53,894.94	54,356.77	54,818.61	55,280.43	55,742.26	56,204.09
Caseworker	53,894.94	54,356.77	54,818.61	55,280.43	55,742.26	56,204.09
Civil Engineer	78,777.06	82,660.78	84,214.66	86,312.10	87,864.99	91,749.69
Clerk	36,471.34	40,191.59	41,679.69	43,688.64	45,176.74	48,896.99
Clerk (Spanish Speaking)	37,215.39	40,935.65	42,423.74	44,432.68	45,920.78	49,641.04
Clerk-Typist ¹	38,703.16	42,423.41	43,911.51	45,920.46	47,408.56	51,128.81
Code Enforcement Officer	51,376.87	55,097.83	56,585.91	58,594.86	60,082.85	63,803.21
Cook	38,902.88	42,623.14	44,111.24	46,120.16	47,608.27	51,328.52
Custodial Worker I	42,191.04	45,911.29	47,399.38	49,408.32	50,896.42	54,616.68
Custodial Worker II	44,051.34	47,771.59	49,259.70	51,268.62	52,756.73	56,476.98

Appendix E-2018
Salary Structure January 1, 2018

Title	Entry Level	1	2	3	4	5
Custodial Worker III	46,004.65	49,724.90	51,213.00	53,221.95	54,710.05	58,430.30
Data Control Supervisor	54,367.60	58,087.85	59,575.94	61,584.89	63,072.99	66,793.25
Data Entry Operator	39,211.47	42,931.72	44,419.83	46,428.75	47,916.85	51,637.11
Data Processing Equipment Operator	40,504.39	44,410.66	45,973.16	48,067.67	49,630.17	53,476.91
Director of Code Enforcement	60,466.44	64,186.70	65,674.80	67,683.74	69,171.84	72,892.10
Electrical Inspector	55,751.74	59,471.99	60,960.10	62,969.03	64,457.13	68,177.39
Engineering Inspector	59,854.33	63,574.58	65,062.69	67,071.61	68,559.72	72,279.97
Environmental Technician	68,303.85	72,024.10	73,512.20	75,521.13	77,009.24	80,729.49
Exempt Secretary (to ZBA)	47,406.44	51,126.70	52,614.79	54,623.73	56,111.83	59,832.09
Food Service Worker	30,333.46	34,053.71	35,541.82	37,550.74	39,038.84	42,759.10
GIS Technician III	86,527.82	90,434.08	91,996.58	94,105.97	95,668.48	99,574.74
Head Clerk ²	47,419.29	51,139.55	52,627.65	54,636.59	56,124.68	59,844.94
Home Health Aide	31,513.49	35,233.74	36,721.84	38,730.79	40,218.88	43,939.13
Justice Court Cashier	36,471.34	40,191.59	41,679.69	43,688.64	45,176.74	48,896.99
Justice Court Clerk	40,973.59	44,693.83	46,181.94	48,190.88	49,678.99	53,399.23
Justice Court Clerk (Spanish Speaking)	40,973.58	44,693.83	46,181.94	48,190.88	49,678.99	53,399.23
Justice Court Director	86,568.21	91,283.26	93,169.28	95,715.41	97,601.41	102,316.46
Mini Bus Driver	33,348.91	37,069.18	38,557.05	40,565.21	42,054.33	45,774.60
Neighborhood Aide	34,598.36	38,318.61	39,806.71	41,815.64	43,303.74	47,024.00
Network and Systems Specialist I	87,817.97	91,538.21	93,026.31	95,035.25	96,523.35	100,243.60
Ordinance Inspector	55,751.74	59,471.99	60,960.10	62,969.03	64,457.13	68,177.39
Planner	59,153.98	62,874.25	64,362.11	66,371.54	67,859.39	71,579.65
Planner Trainee	48,202.29	51,922.56	53,410.42	55,419.85	56,907.70	60,627.97
Principal Building Inspector	61,990.60	65,710.85	67,198.96	69,207.90	70,695.99	74,416.25
Principal Clerk ³	39,754.47	43,474.73	44,962.83	46,971.76	48,459.87	52,180.12
Principal Planner	70,153.95	73,874.20	75,362.30	77,371.23	78,859.34	82,579.58
Public Safety Dispatcher	52,732.53	55,843.82	58,955.11	62,066.39	65,177.68	68,288.98
Public Safety Dispatcher II	55,929.61	59,040.89	62,152.18	65,263.46	68,374.76	71,486.06
Public Safety Dispatcher III	57,823.28	60,934.58	64,045.87	67,157.15	70,268.44	73,379.74
Records Management Assistant	59,260.20	62,980.45	64,468.57	66,477.49	67,965.60	71,685.86
Recreation Program Coordinator	27,101.93	30,822.19	32,310.29	34,319.23	35,807.34	39,527.59
Recreation Supervisor	51,556.62	55,276.88	56,764.98	58,773.92	60,262.01	63,982.27
Secretarial Assistant	50,927.11	54,647.36	56,135.47	58,144.40	59,632.49	63,352.75
Secretary	47,406.44	51,126.70	52,614.79	54,623.73	56,111.83	59,832.09
Senior Account Clerk	47,784.83	51,505.08	52,993.19	55,002.12	56,490.24	60,210.48
Senior Account Clerk Typist	48,857.75	52,959.33	54,599.96	56,807.00	58,447.63	62,517.95
Senior Administrative Assistant	56,773.20	60,493.46	61,981.56	63,990.54	65,478.62	69,198.89
Senior Assessment Assistant	49,541.00	53,261.27	54,749.36	56,758.30	58,246.40	61,966.66
Senior Assessment Clerk	40,638.33	43,249.52	45,860.74	48,471.95	51,083.17	53,685.24
Senior Bay Constable	59,972.87	63,693.14	65,182.25	67,190.42	68,678.28	77,878.80
Senior Building Inspector	58,942.19	62,662.44	64,150.53	66,159.47	67,647.58	71,367.82
Senior Citizen Aide II	33,187.88	36,908.13	38,396.23	40,405.17	41,893.27	45,613.52
Senior Citizen Program Director	64,379.72	68,099.98	69,588.08	71,597.02	73,085.12	76,805.38
Senior Citizen Program Supervisor	34,598.36	38,318.61	39,806.71	41,815.64	43,303.74	47,024.00
Senior Citizen Site Manager	61,377.80	65,098.05	66,586.15	68,595.08	70,083.19	73,803.43
Senior Clerk	38,045.64	41,765.90	43,254.00	45,262.94	46,751.04	50,471.30
Senior Clerk-Typist ⁴	40,389.06	44,109.31	45,597.41	47,606.36	49,094.45	52,814.70

Appendix E-2018
Salary Structure January 1, 2018

Title	Entry Level	1	2	3	4	5
Senior Cook	53,894.95	54,356.77	54,818.61	55,280.43	55,742.26	56,204.09
Senior Environmental Planner	68,303.85	72,024.10	73,512.20	75,521.13	77,009.24	80,729.49
Senior Justice Court Clerk	42,888.34	46,794.61	48,357.12	50,451.61	52,014.12	55,860.87
Senior Planner	68,087.42	71,807.69	73,295.55	75,304.98	76,792.83	80,513.09
Senior Site Plan Reviewer	58,539.33	62,259.58	63,747.68	65,756.63	67,244.72	70,964.97
Site Plan Reviewer	46,555.93	50,276.19	51,764.29	53,773.23	55,261.32	58,981.58
Special Projects Coordinator	75,457.92	79,178.18	80,666.29	82,675.22	84,163.32	87,883.58
Stenographer	40,973.59	44,693.83	46,181.94	48,190.88	49,678.99	53,399.23
Stormwater Manager	82,715.93	86,793.81	88,425.39	90,627.71	92,258.25	96,337.17
Technical Coordinator II	82,407.45	86,127.70	87,615.80	89,624.74	91,112.84	94,833.09
Town Engineer	90,030.94	94,469.73	96,245.45	98,642.32	100,418.04	104,856.83
Town Investigator	53,721.08	57,441.32	58,929.43	60,938.37	62,426.48	66,146.72
Zoning Inspector	55,751.05	59,472.00	60,960.09	62,969.03	64,457.02	68,177.39

¹ Effective 6/30/2018, title changed to Office Assistant

² Effective 6/30/2018, title changed to Chief Office Assistant

³ Effective 6/30/2018, title changed to Principal Office Assistant

⁴ Effective 6/30/2018, title changed to Senior Office Assistant

Appendix F-2019
Salary Structure January 1, 2019

Title	Entry Level	1	2	3	4	5
AEO	25.2826	27.0862	27.8076	28.7821	29.5034	31.3087
Auto Mechanic I & II	23.1575	24.9609	25.6824	26.6568	27.3783	29.1834
Auto Mechanic III	28.3256	30.1292	30.8505	31.8249	32.5462	34.3516
Auto Mechanic IV	30.1651	31.9687	32.6901	33.6644	34.3861	36.1912
CEO	26.6029	28.4065	29.1279	30.1021	30.8237	32.6290
Crew Labor Leader	28.3256	30.1292	30.8505	31.8249	32.5462	34.3516
Diesel Mechanic	28.3256	30.1292	30.8505	31.8249	32.5462	34.3516
Driver/Messenger	22.0304	23.8341	24.5554	25.5299	26.2513	28.0565
Driver/TCO/School Crossing Guard	22.0304	23.8340	24.5554	25.5299	26.2512	28.0565
Groundskeeper I	25.2826	27.0862	27.8076	28.7821	29.5034	31.3087
Groundskeeper II	26.2129	28.0166	28.7379	29.7123	30.4336	32.2390
Groundskeeper III	27.5234	29.4173	30.1748	31.1979	31.9554	33.8504
HEO	25.8622	27.6658	28.3873	29.3615	30.0831	31.8883
Highway Labor Crew Leader	30.1651	31.9687	32.6901	33.6644	34.3861	36.1912
Laborer	22.0304	23.8341	24.5554	25.5299	26.2513	28.0565
Maintenance Mechanic II	23.1575	24.9609	25.6824	26.6568	27.3783	29.1834
Maintenance Mechanic III	26.8443	28.6479	29.3693	30.3437	31.0652	32.8703
Maintenance Mechanic IV	28.1867	30.0804	30.8378	31.8610	32.6185	34.5139
Parks Maintenance Crew Leader	30.1651	31.9687	32.6901	33.6644	34.3861	36.1912
Sanitation Site Crew Leader	33.7450	35.5486	36.2700	37.2444	37.9657	39.7710
Scale Operator	22.0304	23.8341	24.5554	25.5299	26.2513	28.0565
Town Maintenance Crew Leader	30.1651	31.9688	32.6902	33.6644	34.3861	36.1913
Account Clerk	44,823.00	48,580.45	50,083.44	52,112.47	53,615.45	57,372.89
Account Clerk Typist	46,996.51	50,941.84	52,519.97	54,642.93	56,221.06	60,136.33
Administrative Aide	52,617.21	56,374.68	57,877.65	59,906.70	61,409.68	65,167.14
Administrative Assistant	47,893.48	51,650.95	53,153.93	55,182.96	56,685.93	60,443.39
Adult Day Care Supervisor	41,786.14	45,543.61	47,046.59	49,075.62	50,578.60	54,336.06
Assessment Assistant	47,893.49	51,650.96	53,153.94	55,182.97	56,685.94	60,443.40
Assessment Clerk	39,090.19	42,847.64	44,350.63	46,379.66	47,882.65	51,640.10
Assistant Cook	34,544.24	38,301.69	39,804.68	41,833.72	43,336.70	47,094.15
Assistant Town Planning Director	81,127.51	85,184.11	86,887.27	89,206.79	90,919.20	95,209.99
Asst. Senior Citizen Site Manager	28,813.18	32,570.63	34,073.62	36,102.64	37,605.61	41,363.09
Bay Constable	53,692.58	57,450.06	58,952.79	60,982.32	62,485.04	70,659.12
Building Inspector	56,309.26	60,066.71	61,569.70	63,598.72	65,101.70	68,859.16
Building Permits Coordinator	47,893.48	51,650.95	53,153.93	55,182.96	56,685.93	60,443.39
Building Permits Examiner	50,813.61	54,571.06	56,074.05	58,103.07	59,606.05	63,363.51
Case Manager	54,433.89	54,900.34	55,366.80	55,833.23	56,299.68	56,766.13
Case Manager (Spanish Speaking)	54,433.89	54,900.34	55,366.80	55,833.23	56,299.68	56,766.13
Caseworker	54,433.89	54,900.34	55,366.80	55,833.23	56,299.68	56,766.13
Chief Office Assistant	47,893.48	51,650.95	53,153.93	55,182.96	56,685.93	60,443.39
Civil Engineer	79,564.83	83,487.39	85,056.81	87,175.22	88,743.64	92,667.19
Clerk	36,836.05	40,593.51	42,096.49	44,125.53	45,628.51	49,385.96
Clerk (Spanish Speaking)	37,587.54	41,345.01	42,847.98	44,877.01	46,379.99	50,137.45
Code Enforcement Officer	51,890.64	55,648.81	57,151.77	59,180.81	60,683.68	64,441.24
Cook	39,291.91	43,049.37	44,552.35	46,581.36	48,084.35	51,841.81
Custodial Worker I	42,612.95	46,370.40	47,873.37	49,902.40	51,405.38	55,162.85
Custodial Worker II	44,491.85	48,249.31	49,752.30	51,781.31	53,284.30	57,041.75

Appendix F-2019
Salary Structure January 1, 2019

Title	Entry Level	1	2	3	4	5
Custodial Worker III	46,464.70	50,222.15	51,725.13	53,754.17	55,257.15	59,014.60
Data Control Supervisor	54,911.28	58,668.73	60,171.70	62,200.74	63,703.72	67,461.18
Data Entry Operator	39,603.58	43,361.04	44,864.03	46,893.04	48,396.02	52,153.48
Data Processing Equipment Operator	40,909.43	44,854.77	46,432.89	48,548.35	50,126.47	54,011.68
Director of Code Enforcement	61,071.10	64,828.57	66,331.55	68,360.58	69,863.56	73,621.02
Electrical Inspector	56,309.26	60,066.71	61,569.70	63,598.72	65,101.70	68,859.16
Engineering Inspector	60,452.87	64,210.33	65,713.32	67,742.33	69,245.32	73,002.77
Environmental Technician	68,986.89	72,744.34	74,247.32	76,276.34	77,779.33	81,536.78
Exempt Secretary (to ZBA)	47,880.50	51,637.97	53,140.94	55,169.97	56,672.95	60,430.41
Food Service Worker	30,636.79	34,394.25	35,897.24	37,926.25	39,429.23	43,186.69
GIS Technician III	87,393.10	91,338.42	92,916.55	95,047.03	96,625.16	100,570.49
Home Health Aide	31,828.62	35,586.08	37,089.06	39,118.10	40,621.07	44,378.52
Justice Court Cashier	36,836.05	40,593.51	42,096.49	44,125.53	45,628.51	49,385.96
Justice Court Clerk	41,383.33	45,140.77	46,643.76	48,672.79	50,175.78	53,933.22
Justice Court Clerk (Spanish Speaking)	41,383.32	45,140.77	46,643.76	48,672.79	50,175.78	53,933.22
Justice Court Director	87,433.89	92,196.09	94,100.97	96,672.56	98,577.42	103,339.62
Mini Bus Driver	33,682.40	37,439.87	38,942.62	40,970.86	42,474.87	46,232.35
Neighborhood Aide	34,944.34	38,701.80	40,204.78	42,233.80	43,736.78	47,494.24
Network and Systems Specialist I	88,696.15	92,453.59	93,956.57	95,985.60	97,488.58	101,246.04
Office Assistant	39,090.19	42,847.64	44,350.63	46,379.66	47,882.65	51,640.10
Ordinance Inspector	56,309.26	60,066.71	61,569.70	63,598.72	65,101.70	68,859.16
Planner	59,745.52	63,502.99	65,005.73	67,035.26	68,537.98	72,295.45
Planner Trainee	48,684.31	52,441.79	53,944.52	55,974.05	57,476.78	61,234.25
Principal Building Inspector	62,610.51	66,367.96	67,870.95	69,899.98	71,402.95	75,160.41
Principal Office Assistant	40,152.01	43,909.48	45,412.46	47,441.48	48,944.47	52,701.92
Principal Planner	70,855.49	74,612.94	76,115.92	78,144.94	79,647.93	83,405.38
Public Safety Dispatcher	53,259.86	56,402.26	59,544.66	62,687.05	65,829.46	68,971.87
Public Safety Dispatcher II	56,488.91	59,631.30	62,773.70	65,916.09	69,058.51	72,200.92
Public Safety Dispatcher III	58,401.51	61,543.93	64,686.33	67,828.72	70,971.12	74,113.54
Records Management Assistant	59,852.80	63,610.25	65,113.26	67,142.26	68,645.26	72,402.72
Recreation Program Coordinator	27,372.95	31,130.41	32,633.39	34,662.42	36,165.41	39,922.87
Recreation Supervisor	52,072.19	55,829.65	57,332.63	59,361.66	60,864.63	64,622.09
Secretarial Assistant	51,436.38	55,193.83	56,696.82	58,725.84	60,228.81	63,986.28
Secretary	47,880.50	51,637.97	53,140.94	55,169.97	56,672.95	60,430.41
Senior Account Clerk	48,262.68	52,020.13	53,523.12	55,552.14	57,055.14	60,812.58
Senior Account Clerk Typist	49,346.33	53,488.92	55,145.96	57,375.07	59,032.11	63,143.13
Senior Administrative Assistant	57,340.93	61,098.39	62,601.38	64,630.45	66,133.41	69,890.88
Senior Assessment Assistant	50,036.41	53,793.88	55,296.85	57,325.88	58,828.86	62,586.33
Senior Assessment Clerk	41,044.71	43,682.02	46,319.35	48,956.67	51,594.00	54,222.09
Senior Bay Constable	60,572.60	64,330.07	65,834.07	67,862.32	69,365.06	78,657.59
Senior Building Inspector	59,531.61	63,289.06	64,792.04	66,821.06	68,324.06	72,081.50
Senior Citizen Aide II	33,519.76	37,277.21	38,780.19	40,809.22	42,312.20	46,069.66
Senior Citizen Program Director	65,023.52	68,780.98	70,283.96	72,312.99	73,815.97	77,573.43
Senior Citizen Program Supervisor	34,944.34	38,701.80	40,204.78	42,233.80	43,736.78	47,494.24
Senior Citizen Site Manager	61,991.58	65,749.03	67,252.01	69,281.03	70,784.02	74,541.46
Senior Clerk	38,426.10	42,183.56	43,686.54	45,715.57	47,218.55	50,976.01
Senior Cook	54,433.90	54,900.34	55,366.80	55,833.23	56,299.68	56,766.13

Appendix F-2019
Salary Structure January 1, 2019

Title	Entry Level	1	2	3	4	5
Senior Environmental Planner	68,986.89	72,744.34	74,247.32	76,276.34	77,779.33	81,536.78
Senior Justice Court Clerk	43,317.22	47,262.56	48,840.69	50,956.13	52,534.26	56,419.48
Senior Office Assistant	40,792.95	44,550.40	46,053.38	48,082.42	49,585.39	53,342.85
Senior Planner	68,768.29	72,525.77	74,028.51	76,058.03	77,560.76	81,318.22
Senior Site Plan Reviewer	59,124.72	62,882.18	64,385.16	66,414.20	67,917.17	71,674.62
Site Plan Reviewer	47,021.49	50,778.95	52,281.93	54,310.96	55,813.93	59,571.40
Special Projects Coordinator	76,212.50	79,969.96	81,472.95	83,501.97	85,004.95	88,762.42
Stenographer	41,383.33	45,140.77	46,643.76	48,672.79	50,175.78	53,933.22
Stormwater Manager	83,543.09	87,661.75	89,309.64	91,533.99	93,180.83	97,300.54
Technical Coordinator II	83,231.52	86,988.98	88,491.96	90,520.99	92,023.97	95,781.42
Town Engineer	90,931.25	95,414.43	97,207.90	99,628.74	101,422.22	105,905.40
Town Investigator	54,258.29	58,015.73	59,518.72	61,547.75	63,050.74	66,808.19
Zoning Inspector	56,308.56	60,066.72	61,569.69	63,598.72	65,101.59	68,859.16

Appendix G
Part Time Rates

<u>Part Time Hourly Rates</u>			
<u>Title</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
Account Clerk	16.20	16.52	16.85
Assistant Cook	19.68	20.07	20.47
Bay Constable	22.57	23.02	23.48
Clerk	14.03	14.31	14.59
Clerk Typist	14.95	15.25	15.56
Code Enforcement Officer	28.31	28.87	29.45
Community Relations Specialist	28.02	32.96	33.62
Court Attendant	17.86	18.22	18.58
Court Officer	31.01	31.63	32.26
Custodial Worker I	14.78	15.08	15.38
Detention Attendant	17.86	18.22	18.58
Electrical Inspector	30.12	30.72	31.34
Environmental Analyst	28.02	32.96	33.62
Fire Marshall	30.12	30.72	31.34
Food Service Worker	15.30	15.61	15.92
Guard	15.17	15.47	15.78
Home Health Aide	15.30	15.61	15.92
Kitchen Aide	14.40	14.69	14.98
Land Management Specialist II	30.55	31.16	31.78
Legal Secretary	22.39	22.84	23.29
Maintenance Mechanic I	18.91	19.29	19.67
Mini Bus Driver	18.37	18.74	19.11
Principal Clerk	17.97	18.33	18.70
Public Safety Dispatcher	17.86	18.22	18.58
Scale Operator	16.92	17.26	17.61
Senior Citizen Aide II	16.98	17.32	17.67
Senior Clerk Typist	15.72	16.03	16.35
Senior Planner	31.33	31.96	32.60
Tax Cashier	17.97	18.33	18.70
Tax Receiver Clerk	17.97	18.33	18.70
<u>Salaried Rates</u>			
Constable Fishers Island	20,136.76	20,539.49	20,950.28
Recreation Program Coordinator -- Entry Level	27,179.95	27,723.55	28,278.02
Recreation Program Coordinator -- Step 1	30,910.92	31,529.13	32,159.72
Recreation Program Coordinator -- Step 2	32,403.30	33,051.36	33,712.39
Recreation Program Coordinator -- Step 3	34,418.03	35,106.39	35,808.52
Recreation Program Coordinator -- Step 4	35,910.42	36,628.62	37,361.20
Recreation Program Coordinator -- Step 5	39,641.38	40,434.21	41,242.89



RESOLUTION 2018-954

ADOPTED

DOC ID: 14625

THIS IS TO CERTIFY THAT THE FOLLOWING RESOLUTION NO. 2018-954 WAS ADOPTED AT THE REGULAR MEETING OF THE SOUTHOLD TOWN BOARD ON NOVEMBER 7, 2018:

RESOLVED that the Town Board of the Town of Southold hereby ratifies and approves the Stipulation of Agreement between the Town of Southold and the CSEA dated October 22, 2018 establishing the terms of a successor Collective Bargaining Agreement for the period January 1, 2017 to December 31, 2019.

Elizabeth A. Neville
Southold Town Clerk

RESULT: ADOPTED [UNANIMOUS]

MOVER: James Dinizio Jr, Councilman

SECONDER: William P. Ruland, Councilman

AYES: Dinizio Jr, Ruland, Doherty, Ghosio, Evans, Russell