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#### **Contract Database Metadata Elements**

Title: **Smithtown, Town of and Smithtown Administrators Guild (2011) (MOA)**

Employer Name: **Smithtown, Town of**

Union: **Smithtown Administrators Guild**

Local:

Effective Date: **01/01/2011**

Expiration Date: **12/31/2014**

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PST 17468

Town of Smithtown  
&  
Smithtown Administrators Guild

MEMORANDUM OF AGREEMENT

It is agreed between the Town of Smithtown and the Smithtown Administrator's Guild to amend the existing agreement between the parties as follows, all of which is subject to ratification by the Guild and the formal approval of the Town Board:

1. Term:

January 01, 2011 through December 31, 2014

2. Salaries - Revise ARTICLE III Section A (a) as follows:

i) Effective January 01, 2011	0.0% increase
Effective January 01, 2012	1.0% increase
Effective January 01, 2013	1.5% increase
Effective January 01, 2014	1.5% increase

3. Employees newly hired after the ratification of this memorandum of agreement shall pay fifteen percent of the cost of their health insurance premiums. The ten-year limit on the obligation to make such payments applicable to ~~employees hired on or after October 30, 2003~~ shall not be applicable to employees hired after the ratification of this memorandum of agreement.

4. Adjustments:

A) Effective January 02, 2013 the following employees shall receive a salary adjustment (increase) as follows:

Town Director of Traffic Safety	\$10,000.
Network Communications Manager	\$5,000.
Deputy Town Comptroller	\$5,000.
Solid Waste Coordinator	\$5,000.
Town Director of Public Safety	\$5,000.

B) Effective with the ratification of this memorandum of agreement the annual salary for the following currently vacant positions shall be reduced to the following:

Town Engineer	\$117,300.
Deputy Town Parks Maintenance Director	\$90,096.
Assistant Town Director of Public Safety	\$102,000.

1/1/11 — 12/31/14

Recycling Coordinator  
Executive Director of the Youth Bureau  
Deputy Clerk III

\$81,698.  
\$78,889.  
\$54,303.

5. Effective January 01, 2013 correct the language in Article IX vacation schedule "years of service" to "total years of service".

Dated: 3/1/13



Patrick R. Vecchio  
Town Supervisor



Russell K. Barnett  
SAG President



Peter D. Johnson  
SAG Secretary

**COLLECTIVE BARGAINING  
AGREEMENT**

**by and between**

**THE TOWN OF  
SMITHTOWN**

**and**

**THE SMITHTOWN  
ADMINISTRATORS GUILD**

---

**For the Period:**

**January 01, 2007 through December 31, 2010**

---



# TOWN OF SMITHTOWN

OFFICE OF THE TOWN ATTORNEY

YVONNE LIEFFRIG

TOWN ATTORNEY

Tel: (631) 360-7570 Fax: (631) 360-7719

**Supervisor**  
Patrick R. Vecchio  
**Town Council**  
Thomas J. McCarthy  
Edward Wehrheim  
Patricia Biancaniello  
Robert J. Creighton

**EXEMPT FROM DISCLOSURE**  
**Attorney/Client Work Product**

**MEMO TO:** Patrick R. Vecchio, Town Supervisor  
Thomas J. McCarthy, Councilman  
Edward R. Wehrheim, Councilman  
Patricia Biancaniello, Councilwoman  
Robert J. Creighton, Councilman  
Vincent Puleo, Town Clerk  
Eileen Tropea, Personnel Officer

2009 JUL -6 AM 11:51  
TOWN OF SMITHTOWN  
PERSONNEL DEPT.

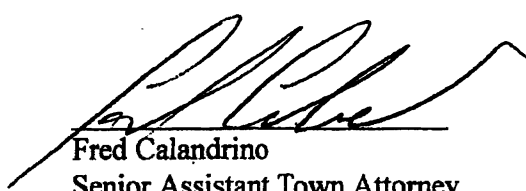
**FROM:** Yvonne Lieffrig, Town Attorney

**DATE:** July 2, 2009

**RE:** SAG Collective Bargaining Agreement

---

Enclosed please find the SAG Collective Bargaining Agreement of January 1, 2007 through December 31, 2010 for your files.

  
Fred Calandrino  
Senior Assistant Town Attorney

FC/lt

Corres2009/Fred/SAG CBA/memo

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**THE TOWN OF SMITHTOWN**

**and**

**THE SMITHTOWN ADMINISTRATORS GUILD**

**For the Period:**

**January 1, 2007 through December 31, 2010**

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## ARTICLE I

### COVERED EMPLOYEES

#### Section A:

This Agreement shall cover the following employees:

Animal Shelter Supervisor  
Assessor IV  
Assistant Director of Facilities Management  
Assistant Drug & Alcohol Program Coordinator  
Assistant Planning Director  
Assistant Superintendent of Recreation II  
Assistant to Assessor  
Assistant Town Engineer  
Assistant Town Parks Maintenance Director  
Chief Building Inspector  
Community Development Director  
Deputy Tax Receiver  
Deputy Town Assessor  
Deputy Town Clerk I  
Deputy Town Clerk II  
Deputy Town Clerk III  
Director of Drug & Alcohol Counseling Services  
Director of Facilities Management  
Director of Resource Recovery  
Director of School Age Child Care  
Environmental Protection Director  
Executive Director of the Youth Bureau  
Federal Construction Project Coordinator  
Highway Engineer  
Sanitation Supervisor  
Senior Citizens Program Director  
Senior Citizens Program Supervisor  
Senior Civil Engineer  
Solid Waste Coordinator  
Superintendent of Recreation II  
Superintendent of Sanitation and Sewage  
Systems Analyst  
Town Assistant Director of Public Safety  
Town Building Director  
Town Director of Traffic Safety



Town Director of Public Safety  
Town Engineer  
Town Investigator, Town Attorney Office  
Town Parks Supervisor  
Town Parks Maintenance Director  
Town Planning Director  
Town Purchasing Director  
Waterways Management Supervisor  
Water District Superintendent

## **ARTICLE II**

### **WORK DAY AND WORK WEEK**

The normal work day for all employees in the bargaining unit shall be seven (7) hours per day. The normal work week shall be thirty-five (35) hours per week exclusive of lunch hours, Monday through Friday inclusive. The work week shall be such time as is necessary to perform assigned tasks, but in no event shall the work week be less than thirty-five (35) hours exclusive of lunch hours, except during the months of July and August of each year when the work week shall be thirty (30) hours per week, exclusive of lunch hours.

## **ARTICLE III**

### **SALARIES**

#### **Section A:**

Salaries and adjustments are hereby annexed to this Agreement as Salary Schedule "A".

For 2007, 2008, 2009 and 2010, all employees shall receive an increase in annual salary which is greater than the rate received on December 31 of the preceding year, respectively, as follows:

- a. Two percent (2%) effective January 1, 2007;  
Two percent (2%) effective January 1, 2008;  
Two percent (2%) effective January 1, 2009; and  
Two percent (2%) effective January 1, 2010.
- b. (I) On July 1, 2007, and each July 1<sup>st</sup> thereafter, unit employees shall receive a salary increase equal to their salary then in effect multiplied by the percentage increase in the New York - Northern New Jersey - Long Island Area Consumer Price Index, Urban Wage Earners and Clerical Workers, as measured for the period of January through December of the preceding calendar year as published by the U.S. Dept. of Labor, Bureau of Labor Statistics or four percent (4%), whichever is less.  
(ii) If the amount set forth above in sub-section b.(I) exceeds three and one-tenth percent (3.1%) in any single year of this Agreement, then the amount of the annual salary increase for the following January, as set forth above in sub-section a., shall be reduced by the amount that said salary adjustment exceeds three and one-tenth percent (3.1%).
- c. Effective January 1, 2008 the positions of Town Purchasing Director and Deputy Town Clerk III shall receive a salary adjustment of \$1,500, and the position of Assistant to Assessor shall receive a salary adjustment of \$2,000.
- d. Effective January 1, 2004, any employee who receives a stipend for additional duties shall have said stipend added to the employee's salary as established by this Agreement.

- e. Effective October 25, 2007, the annual salary of the position Town Director of Traffic Safety shall be \$80,000.00.
- f. Effective October 25, 2007, the position of Deputy Town Clerk II shall be paid a salary at the rate of time and one-half for attendance at night meetings of the Town Board.
- g. Effective January 1, 2008, all employees' annual salaries shall be converted to an hourly rate based upon 260 seven-hour workdays so as to eliminate a leap year penalty.

**Section B:**

Employees shall receive annual longevity payments based upon the number of years of full-time service with the Employer in accord with the following schedule:

10-14 years of service .....	\$ 450.00 per year
15-19 years of service .....	\$1,350.00 per year
20 or more years of service .....	\$1,600.00 per year

**ARTICLE IV**

**COMPENSATORY TIME**

Employees required to work on their 6<sup>th</sup> day, 7<sup>th</sup> day, or a day celebrated as a holiday, shall receive compensatory time in the amount equal to the number of hours worked. Compensatory time earned must be used during the pay period earned or the next pay period or such time shall be forfeited. Employees required to work in excess of their normal work day/week as defined in Article II shall receive compensatory time in hours equal to the hours worked in excess. Such time must be used within six (6) months of the date earned or it shall be forfeited. Such time may not be used

consecutively in excess of seven (7) hours or one (1) full work day. The Employer may promulgate reasonable rules and regulations to govern the utilization of this provision.

#### **ARTICLE V**

##### **NEW JOB TITLE/CHANGE IN EXISTING JOB TITLE**

If the Employer establishes a new job title, or makes significant changes in the content of an existing job, the Employer shall notify the Guild in writing of such action and the salary established for the job. Such salary shall be subject to negotiations provided the Guild serves written notice of its desire to negotiate within twenty (20) working days after receipt of notice of the Employer's action.

#### **ARTICLE VI**

##### **FILLING VACANCIES**

When vacancies are filled in bargaining unit positions by the hiring of a new employee, by promoting a bargaining unit employee into the vacancy, or by transferring a Town employee not in the bargaining unit to fill the vacancy, the wages applicable to the employee filling the vacancy shall be agreed upon between the Employer and the Guild. If the parties cannot agree, the Employer reserves to itself, exclusively, the right to have such wage dispute resolved at arbitration pursuant to the rules of the New York State Public Employment Relations Board.

#### **ARTICLE VII**

##### **PROMOTIONS**

###### **Section A:**

The Employer agrees to post all notices of Civil Service examinations as soon as such notices are received from Suffolk County Department of Civil Service.

Section B:

The Employer agrees to post all new jobs and vacancies ten (10) working days prior to filling new jobs and vacancies.

Section C:

Present employees who apply for new jobs and job vacancies shall be interviewed prior to filling such vacancies.

**ARTICLE VIII**

**HOLIDAYS**

Section A:

The following holidays shall be allowed as days off with pay:

New Year's Day  
Martin Luther King Jr.'s Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day

Section B:

In the event any of the above holidays fall on a Sunday, the day off allowed with pay will be the following Monday. If any of the above holidays fall on a Saturday, the day off allowed with pay will be the preceding Friday, provided that Saturday and/or Sunday are not regular working days.

Section C:

In the event that the date of a holiday is changed by law, that day shall govern.

Section D:

If any employee is required to work on a holiday, the hours worked shall be considered compensatory time and the employee shall be entitled to compensatory time off at the rate as provided in Article IV.

**ARTICLE IX**

**VACATIONS**

Section A:

1) Between January 1<sup>st</sup> and December 31<sup>st</sup> of each year, each full-time employee shall be entitled to an annual vacation with pay, earned according to the following schedule:

0-1 year of service .....	10 days (on pro rata basis)
1-5 years of service .....	15 days
6-12 years of service .....	20 days
over 12 years of service .....	25 days

The Employer will provide a monthly report to each employee indicating unused vacation time.

2) Should an employee terminate his/her employment during the calendar year before his/her anniversary date of employment, his/her earned vacation shall be prorated from the employee's last anniversary date and the employee shall be paid for the pro rata portion of vacation earned and not used.

3) Conversely, if an employee terminates his/her employment during the calendar year before his/her anniversary date of employment and has already used his/her vacation credit for that calendar year, the Employer shall be entitled to deduct the amount due for the pro rata portion of vacation days advanced, from the final termination pay of the employee.

Section B:

Employees shall be entitled to a lump sum payment for accumulated and unused vacation days not exceeding the equivalent of two (2) years entitlement at the time of retirement, separation from service or death, provided such payments are permitted by New York State law, payable to the employee or the beneficiary of the employee at the rate of pay in effect at the time of retirement, separation or death. Payment to retired and separated employees or to beneficiaries of deceased employees shall be made within thirty (30) days of retirement, separation or death.

Section C:

The payment of vacation salary may be made in advance of vacation on the last regularly scheduled pay day prior to vacation if a written request is made to the Town Comptroller at least two (2) weeks in advance of said pay day.

Section D:

The maximum vacation leave accrual permitted at any time shall be equal to the leave earned for the prior two (2) years.

Section E:

Employees who become ill on vacation may use their sick leave time instead of vacation, provided medical certification is submitted to the Employer by the employee.

Section F:

Employees on vacation who, by necessity, must use funeral time, may use funeral time and are not required to use vacation time, provided they contact their department heads to make the necessary arrangements.

Section G:

Vacation requests for each department shall be granted in accordance with the order of seniority, subject to the operational needs of the Employer.

Section H:

1. Employees may take their vacation in days instead of weeks or in combination thereof with the approval of the department head or liaison member of the Town Board.

2. Effective January 1, 2004, employees may take their vacation in weeks, days and hours or any combination thereof with the approval of the Department Head or Liaison Member of the Town Board.

Section I:

No vacation leave shall accrue during any period of unpaid leave of absence.

Section J:

Department heads shall notify the department liaison of the Town Board and the Personnel Department in advance of their vacation. The Employer will provide a monthly report in writing to each employee of their unused vacation days.

Section K:

1. Guild members, upon their written notice to the Town Comptroller, shall be reimbursed for up to an amount equivalent to ten (10) unused vacation days per year.



2. Effective January 1, 2008, Guild members shall be reimbursed at a rate of one-hundred percent (100%) of their rate of pay for the first five (5) days of unused vacation time, and at a rate of fifty percent (50%) of their rate of pay for up to ten (10) additional days of unused vacation time.

3. The maximum vacation time reimbursement per year per Guild member shall be ten (10) days paid in exchange for fifteen (15) days charged.

Section L:

Employees who have not yet completed their probationary period of employment will not be eligible to take accrued vacation leave. Such employees will, however, accrue vacation leave credit during their probationary period.

**ARTICLE X**

**SICK LEAVE**

Section A:

Each employee shall be entitled to a total of thirteen (13) sick leave days per year accrued at the rate of one-half (½) day each pay period.

Section B:

The maximum number of sick leave days that may be accrued shall be one hundred and eighty (180) sick leave days. A maximum of one hundred and fifty (150) unused and accumulated sick leave days will be paid upon retirement, separation, or death, provided such payment is permitted by New York State law, to the employee or the employee's beneficiary at the rate of pay in effect at the time of retirement, separation, or death. Payment to retired employees and to beneficiaries of deceased employees shall be made within thirty (30) days of the employee's

retirement, separation, or death. For employees hired on or after January 1, 1986, payment of unused and accumulated sick leave days upon retirement, separation or death, will be based on eighty per-cent (80%) of the employee's salary in effect at the time of retirement, separation or death. Employees hired on or after January 1, 1986, having ten (10) or more years of continuous service, shall receive a lump sum payment of 100% accumulated sick leave paid at 100% of his/her wage at the time of separation from service.

Section C:

At the option of the Employer, and with the consent of the employee, the Employer may pay the employee for his/her unused sick leave days. To the extent that such days are paid for, there will be an equal reduction in the number of days that will be paid for on retirement, separation or death and the maximum of one hundred fifty (150) days will also be reduced by the same amount. This reduction will not affect the total number of days (180) that may be accumulated for sick leave purposes.

Section D:

The Employer shall provide to each employee a monthly report of their unused sick leave days.

Section E:

A full time employee, who becomes sick while on the job and leaves the job, shall be charged for hours not worked.

Section F:

Employees using sick leave shall notify the department liaison of the Town Board by telephone prior to ten o'clock in the a.m. on the day of use, except in cases of emergency. If the

liaison cannot be reached, the Office of the Supervisor shall be notified.

## ARTICLE XI

### PERSONAL LEAVE

#### Section A:

Each employee shall be entitled to four and one-half (4½) personal leave days per year.

#### Section B:

Personal leave days are not cumulative from year to year, and shall not be taken immediately prior to or immediately following vacation days taken unless prior permission is received from the Town Board liaison.

#### Section C:

Unused personal leave days shall be credited to the employee's sick leave accumulation at the end of each calendar year.

## ARTICLE XII

### FUNERAL LEAVE

#### Section A:

Each employee is to be entitled, without charge against his/her accumulated vacation, personal or sick leave, funeral leave with pay not to exceed four (4) working days to arrange for and attend the funeral of members of his/her immediate family.

#### Section B:

Members of the employee's immediate family shall be defined to mean: husband, wife, son, daughter, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepfather, stepmother,

stepdaughter and stepson.

### ARTICLE XIII

#### JURY DUTY

No employee who serves on jury duty shall, upon documentary proof filed with the Town Comptroller or the Supervisor, suffer any loss of pay by virtue thereof.

### ARTICLE XIV

#### LEAVE OF ABSENCE

A leave of absence, without pay, may be granted at the discretion of the Town Board, in accordance with Rule 18 of the Suffolk County Rules for the Classified Service and in accordance with Section 242 of the Military Law of the State of New York.

### ARTICLE XV

#### MILITARY LEAVE

A full time employee, who is a member of a reserve component of the Armed Forces of the United States or National Guard, shall be granted a leave of absence with pay during the annual tour of duty required as a member of such reserve component. Such leave, however, shall not exceed thirty (30) calendar days with pay.

### ARTICLE XVI

#### TUITION AND FEE REIMBURSEMENT

##### Section A:

Tuition for job related courses, professional seminars, and registration fees required by law, are to be paid by the Employer provided prior approval is obtained from the Town Board.

Section B:

Employees shall be paid tuition and fee reimbursement for attendance at New York State conferences directly related to their work. Prior approval must be obtained from the Town Board at a regularly scheduled town meeting, however, reasonable requests will not be denied.

**ARTICLE XVII**

**RETIREMENT**

The Employer shall provide a pension plan for all employees in the bargaining unit under the New York State Employees Retirement System Section 75i.

**ARTICLE XVIII**

**LAYOFFS**

Section A:

The rules of the Suffolk County Department of Civil Service for classified employees shall apply in the event of a layoff.

Section B:

Employees who have been laid off because of reduction in the work force shall be entitled to recall before any new employees are hired in the same or comparable position.

**ARTICLE XIX**

**PROTECTION OF EMPLOYEES**

Section A:

Employees assaulted while in the performance of their duty will not suffer any loss of sick leave to which the employee is entitled, for a period up to two (2) years. An employee receiving wages pursuant to this provision shall cooperate in full with the Town in its efforts to obtain full

reimbursement from the person or persons causing the injuries sustained for all sums paid by the Town. The employee agrees not to act in any manner or sign any documents which would release those person(s) from reimbursing the Town. Any documents signed by the employee in connection with the injury should clearly indicate that the Town of Smithtown reserves its right to seek such reimbursement. The Town will notify the affected employee of his or her obligation under this section upon receipt of a report of an unprovoked assault.

Section B:

The Employer will provide legal counsel to defend any employee in any legal action arising out of the employment of an employee while on the business of the Employer pending and subsequent to a determination by the Town Board that the employee is not the party at fault.

Section C:

No employee shall be disciplined or discharged without just cause after completion of a probationary period of six (6) months. Such provision, however, shall not be applicable to Civil Service provisional employees.

**ARTICLE XX**

**PERSONNEL FILES**

Section A:

Upon request by the employee, the employee shall be permitted to examine his/her official employee personnel file.

Section B:

There shall be only one (1) official employee file which shall be maintained by the Personnel Department.

Section C:

No material derogatory to an employee shall be placed in his/her personnel file unless he/she has had an opportunity to read the material. The employee shall have the right to file an answer to the material filed.

**ARTICLE XXI**

**NON-DISCRIMINATION**

The Employer agrees not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, political affiliation, sex, age or handicap.

**ARTICLE XXII**

**USE OF PERSONAL VEHICLES**

All employees, who are required to use their private vehicles in the performance of their duties as an employee of the Employer, shall be compensated for the use thereof at the maximum rate allowed by the Internal Revenue Service for actual miles traveled on the Employer's business. All employees using private vehicles as aforesaid will file their expense vouchers according to the Employer's rules and regulations pertaining to said voucher expense.

**ARTICLE XXIII**

**OPERATION OF TOWN VEHICLES**

Section A:

No employee may be ordered to drive any vehicle, or operate any equipment, which is so defective as to cause a clear and present danger to persons or property. Defective equipment shall include, but not be limited to, faulty brakes, defective lights, bald tires, mirrors, horns, windshields,

flares, cables on cranes, etc.

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

Section B:

The Employer and the Guild agree to discuss on an individual basis whether any, all, some, or even no employee is to be allowed to take Town vehicles home.

ARTICLE XXIV

HEALTH AND MEDICAL INSURANCE

Section A:

The Smithtown Administrators Guild hereby recognizes that the medical and health insurance benefits provided by this Agreement are intended solely for the protection, maintenance, and improvement of the mental and physical health and well being of the persons covered therein.

All benefits shall be contained in the Plan booklet along with any co-pays, deductibles, contributions, or other related economic features and all such specifics shall be contained in the Collective Bargaining Agreement by reference to the Plan booklet exclusively.

Section B:

The Employer agrees to maintain the confidentiality of all employees' health insurance records.



Section C:

Effective January 1, 2004, the Town will enroll in the New York State Empire Health Insurance Plan (Core plus Medical and Psychiatric Enhancements) ("Empire Plan") for coverage of all unit members and their spouses/families, as well as retirees, otherwise eligible for coverage under the Rules and Regulations of the Empire Plan and the terms of this Agreement.

The cost of health insurance coverage for active employees shall be paid by the Town, except that (a) employees hired on or after October 30, 2003, but before October 25, 2007, shall contribute ten percent (10%) of the annual premium for individual and/or family coverage, whichever is selected by the employee, for the first ten (10) years of employment with the Town, and (b) employees hired on or after October 25, 2007, shall contribute ten percent (10%) of the annual premium for individual and/or family coverage, whichever is selected by the employee, for the duration of employment with the Town.

The Town may change the Medical Plan with notice to the Guild, consultation and discussion with the Guild and must maintain at least equivalent benefits. The contract may be reopened to discuss a change of carrier from the Empire Plan.

The Town presently pays the full cost of health insurance for retirees who have ten (10) years of full-time service with the Town, of which five (5) years of consecutive full-time service must be immediately prior to retirement into the New York State Retirement System. For employees who are hired on or after November 4, 2003, in order to be covered by the health plan in retirement paid for by the Town, an employee must have fifteen (15) full-time years of service with the Town of which five (5) years of consecutive full-time service is immediately prior to retirement into the New York State Retirement System. Retirees shall be provided coverage under the same Plan by which the

Town provides coverage to active employees, with the same status as they had immediately prior to retirement. Retirees shall be subject to the same co-pays, deductions, etc., as active employees.

Employees who leave the service of the Town within five (5) years of the minimum retirement age for the retirement tier in which they are enrolled may retain membership in this Plan if they meet the following requirements:

- a) Have a vested retirement allowance; and
- b) Pay the entire cost of coverage on a monthly basis; and
- c) Maintain such payments until receipt of the first retirement allowance payment.

If all these conditions are met, coverage shall continue after retirement without cost above the dollar amount or percentage of premium any other unit employee who retires at the same time as the employee receives his/her first retirement allowance payment would be required to pay toward the cost of coverage.

Unit employees who retire on or after January 1, 2003, shall receive prior to their retirement an individual agreement executed by the Town, guaranteeing that their health insurance benefits will be paid throughout their retirement to the same extent that such health insurance benefits were paid for at the time of retirement. For example, if at the time of retirement, the employee's health insurance benefits were fully paid, the Town will continue to fully pay for them in the employee's retirement. If the employee was contributing a portion of the health insurance costs at the time of retirement, then the employee will continue to contribute that same portion into retirement, and that amount or rate, whichever is applicable, cannot be unilaterally increased by the Town. Such agreement shall guarantee that health insurance coverage is provided through the same plan for

retirees as it is for active employees.

**ARTICLE XXV**

**WELFARE PLAN**

**Section A:**

The Employer shall implement for the Guild members the "Employee Benefit Fund" (dental, optical, etc.).

**Section B:**

1. It is acknowledged that the current employee contribution is five dollars (\$5.00) per pay period. It is further understood that the Employer cannot and will not guarantee the level of benefits thereunder.

2. Effective October 25, 2007, each employee shall contribute twelve dollars and fifty cents (\$12.50) per pay period to the cost of the Employee Benefit Fund, which contribution shall be made by payroll deduction.

**ARTICLE XXVI**

**DISABILITY PLAN**

The Employer agrees that it will adopt for Guild members a self-sustaining disability plan whenever such plan is adopted for any other Town Bargaining Unit.

**ARTICLE XXVII**

**LONG-TERM CARE INSURANCE**

Within three (3) months after October 25, 2007, the Town shall enable Guild members to enroll in the NYPERL long-term care insurance program at their own expense, with the option of utilizing the existing flexible spending accounts (pre-tax dollars) for payments.

**ARTICLE XXVIII**

**GUILD ACTIVITIES**

**Section A:**

The Guild may use the Employer's bulletin board for posting of notices that are signed by Guild officials.

**Section B:**

The President and/or his/her designee shall have no loss in pay resulting from time spent during regular working hours attending meetings with employers, officials, grievance proceedings or such other business as may be approved by the Town Personnel Officer. Such time shall be documented as to the time, place and general nature of the activity or business. Such documentation shall be submitted to the Town Personnel Officer.

The Guild Negotiating Committee, not to exceed five (5) members, shall be excused with pay on each working day that a negotiations meeting is scheduled by the Employer or the Guild.

**ARTICLE XXIX**

**PAYROLL DEDUCTIONS**

**Section A:**

The Employer agrees to deduct from the gross wages, including terminal pay, due and payable to each employee of the bargaining unit covered by this Agreement, a sum certified by the Guild to be the Guild's membership dues and to transmit same to the Guild on each pay period, provided that each employee executes and files with the Employer a written authorization, authorizing the deduction by the Employer of such membership dues.

**Section B:**

An agency shop is hereby implemented and all employees of the Employer for which the Guild is the certified bargaining agent, who are not members of the Guild, will be required to make payments equivalent to the regular dues as permitted by New York State law.

**Section C:**

The Employer also agrees to make payroll deductions for employee deposits in the Suffolk County Federal Credit Union and for voluntary contributions to C.O.P.E. 342.

**Section D:**

The Guild assumes full responsibility for the disposition of membership dues once they are transmitted to the Guild.

**Section E:**

The Employer shall continue to make available to employees of this bargaining unit a deferred compensation plan subject to any mandatory modification as may be required by Federal or New York State law, rule or regulation.

**ARTICLE XXX**

**FLEXIBLE SPENDING ACCOUNT**

Within twelve (12) months of October 30, 2003, the Town shall establish and make available to employees a Flexible Spending Account Program in accordance with U.S. Internal Revenue Service rules and regulations for Health Care Flexible Spending Accounts (HCFSA) and the Dependent Care Assistance Program (DeCAP). The fees associated with the administration of the program by a third party administrator may be charged to the employees participating in the program.

**ARTICLE XXXI**

**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section A:**

A grievance is defined to be any difference which may arise between the Employer and the Guild, or between the Employer and an employee covered by this Agreement, as to any matter involving interpretation, application, or violation of any provisions of this Agreement. Any matter not involving the interpretation, application or violation of any provisions of this Agreement shall not be subject to the arbitration clause contained herein.

**Section B:**

The parties agree to establish a Labor Management Committee consisting of two (2) members designated by the Guild and two (2) members designated by the Town Board to help resolve the issue.

**Section C:**

Grievances shall be processed as follows:

Step 1) The aggrieved employee, either directly or through the Guild, shall submit his/her grievance in writing and dated to the Town Board within forty-five (45) days of the occurrence of the grievance, or when the grievance becomes known, for discussion, negotiation and binding agreement between the Employer and the Guild. The Town Board shall render its decision within forty-five (45) days after the grievance has been presented. In the event the Employer shall have a grievance against a Guild member, it shall submit its grievance to the Guild's representative. The Guild shall render its decision within ten (10) working days after the grievance has been

presented to it.

Step 2) If the grievance is not settled at Step 1, it may be referred to arbitration by either the Employer or the Guild within thirty (30) days from the date that the time allotted for Step 1 has expired. Either party shall request the New York State Public Employment Relations Board (PERB) to provide a panel of arbitrators from which all parties shall mutually select an arbitrator in accordance with the rules of New York State PERB. In the event of no agreement, New York State PERB shall appoint an arbitrator.

Section D:

Arbitration expenses shall be shared equally by the Employer and the Guild. The decision of the arbitrator shall be final and binding upon both parties.

Section E:

A non-member of the Guild and member of the bargaining unit shall have a right to present and process a grievance. An officer of the Guild shall have the right to be present as an observer at any step of the grievance procedure where a non-member's grievance is being discussed.

Section F:

The time limits prescribed in the grievance procedure may be extended by mutual agreement of the Guild and the Employer.

Section G:

For the purposes of this Agreement, representatives of the Guild who are employees of the Employer will not suffer a deduction in pay for time spent during regular working hours attending meetings with the Employer's officials or under the grievance procedure.

Section H:

Filing within one hundred and twenty (120) days of the occurrence complained of or from the time the grievant should have known of the occurrence, shall be a condition precedent to the grievant proceeding through the grievance process and invoking arbitration. The untimely filing of a grievance shall result in an automatic dismissal of the grievance.

**ARTICLE XXXII**

**PROVISIONS OF AGREEMENT**

Section A:

Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with, or endorsement of any such provisions shall be restrained by any court, all other provisions of this Agreement and any supplements thereto, shall remain in force. Any substitute action shall be subject to appropriate consultation and negotiation between the Employer and the Guild.

Section B:

Unless specifically provided for herein, the Civil Service Law and Rules of the Suffolk County Civil Service Commission shall govern.

Section C:

In the event a successor Agreement is not signed before the expiration of this current Agreement, all provisions of this Agreement shall remain in effect until a successor Agreement is signed by the parties.



**ARTICLE XXXIII**

**COMPLIANCE WITH CIVIL SERVICE LAW**

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

**ARTICLE XXXIV**

**EFFECTIVE DATE AND TERMINATION OF AGREEMENT**

**Section A:**

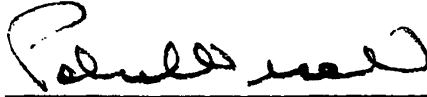
All terms and provisions of this Agreement, unless otherwise specified, shall become effective the 1<sup>st</sup> day of January, 2007.

**Section B:**

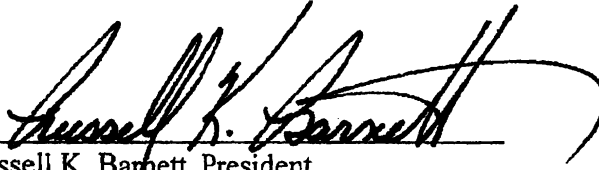
This Agreement will terminate midnight December 31, 2010.

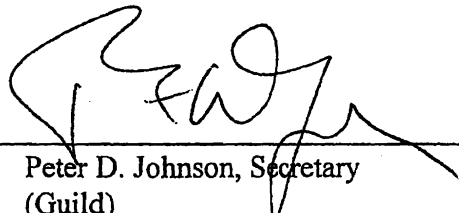
IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first mentioned above.

**TOWN OF SMITHTOWN**

By:   
Patrick R. Vecchio, Town Supervisor  
(Employer)

**SMITHTOWN ADMINISTRATORS GUILD**

By:   
Russell K. Barnett, President  
(Guild)

By:   
Peter D. Johnson, Secretary  
(Guild)

**Town of Smithtown and Smithtown Administrators Guild  
Collective Bargaining Agreement January 01, 2007 through December 31, 2010**

**Schedule A**

<u>Title</u>	<u>January 01, 2007 Annual Salary</u>
Systems Analyst	\$ 89,686
Town Purchasing Director	\$ 77,064
Assessor IV	\$ 101,881
Deputy Town Assessor	\$ 90,903
Assistant to Assessor	\$ 69,225
Deputy Town Clerk I	\$ 73,219
Deputy Town Clerk II	\$ 54,218
Deputy Town Clerk III	\$ 44,187
Director of Public Safety	\$ 101,461
Assistant Director of Public Safety	\$ 87,627
Federal Construction Project Coordinator	\$ 66,445
Senior Civil Engineer	\$ 89,545
Assistant Town Engineer	\$ (1)
Town Engineer	\$ 102,407
Assistant Town Parks Maintenance Director	\$ 90,977
Town Parks Maintenance Director	\$ 103,107
Town Director of Traffic Safety	\$ (2)
Animal Shelter Supervisor	\$ 88,494
Building Director	\$ (3)
Chief Building Inspector	\$ (4)
Deputy Comptroller	\$ (5)
Assistant Drug and Alcohol Coordinator	\$ 61,056
Director of Drug and Alcohol Counseling	\$ 93,545
Superintendent of Recreation II	\$ 92,321
Director of School Age Child Care	\$ 69,452
Executive Director of the Youth Bureau	\$ 63,750
Senior Citizens Program Director	\$ 82,704
Town Planning Director	\$ 113,700
Assistant Town Planning Director	\$ 93,888
Sanitation Supervisor	\$ 93,961
Solid Waste Coordinator	\$ 82,000
Water District Superintendent	\$ 82,251
Environmental Protection Director	\$ 111,339

(1)Assistant Town Engineer salary set at \$92,321 by CBA amendment 12/06/07

(2)Director of Traffic Safety salary set at \$80,000 by CBA effective 10/25/07

(3)Building Director established and salary set at \$90,568 by CBA amendment 02/07/07

(4)Chief Building Inspector salary set at \$80,500 by CBA amendment 02/07/07

(5)Deputy Comptroller established and salary set at \$60,000 by CBA amendment 01/04/08

## AGREEMENT

WHEREAS, the Town of Smithtown (hereinafter "Town") and the Smithtown Administrators Guild: (hereafter SAG), a certified collective bargaining unit have entered into a collective bargaining agreement for the period from January 1, 2007 through December 31, 2010 (hereinafter the agreement), and have further ratified a Memorandum of Agreement dated March 01, 2013 amending said collective bargaining agreement for the period from January 01, 2011 through December 31, 2014, and

WHEREAS, the agreement includes a salary for each title therein, and a provision for negotiating amendments thereto, and

WHEREAS, the Supervisor and SAG have negotiated the placement of this title with accompanying salary, and,

NOW, therefore, it is agreed by and between the Town and SAG that the title and salary table set out in the agreement is amended and modified as follows:


<u>TITLE</u>	<u>SALARY</u>
Drug and Alcohol Program Coordinator	\$79,424.80

DATED December 10, 2014, AT SMITHTOWN, NEW YORK.

FOR THE TOWN:

  
\_\_\_\_\_  
PATRICK R. VECCHIO  
SUPERVISOR

FOR SAG:

  
\_\_\_\_\_  
RUSSELL K. BARNETT  
PRESIDENT

  
\_\_\_\_\_  
PETER JOHNSON  
SECRETARY

# AGREEMENT

WHEREAS, the Town of Smithtown (hereinafter "Town") and the Smithtown Administrators Guild: (hereafter SAG), a certified collective bargaining unit have entered into a collective bargaining agreement for the period from January 1, 2007 through December 31, 2010 (hereinafter the agreement), and have further ratified a Memorandum of Agreement dated March 01, 2013 amending said collective bargaining agreement for the period from January 01, 2011 through December 31, 2014, and

WHEREAS, the agreement includes a salary for each title therein, and a provision for negotiating amendments thereto, and

WHEREAS, the Supervisor and SAG have negotiated the placement of this title with accompanying salary, and,

NOW, therefore, it is agreed by and between the Town and SAG that the title and salary table set out in the agreement is amended and modified as follows:

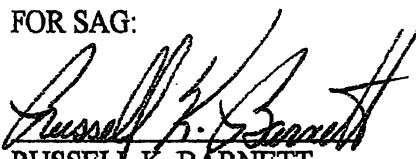
<u>TITLE</u>	<u>SALARY</u>
Building Permits Coordinator	\$107,208.36

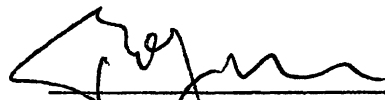
DATED November 6 2014, AT SMITHTOWN, NEW YORK.

FOR THE TOWN:

  
PATRICK R. VECCHIO  
SUPERVISOR

FOR SAG:

  
RUSSELL K. BARNETT  
PRESIDENT

  
PETER JOHNSON  
SECRETARY

TOWN OF SMITHTOWN  
PERSONNEL DEPT

2014 NOV 10 AM 11:41

## AGREEMENT

WHEREAS, the Town of Smithtown (hereinafter "Town") and the Smithtown Administrators Guild: (hereafter SAG), a certified collective bargaining unit have entered into a collective bargaining agreement for the period from January 1, 2007 through December 31, 2010 (hereinafter the agreement), and have further ratified a Memorandum of Agreement dated March 01, 2013 amending said collective bargaining agreement for the period from January 01, 2011 through December 31, 2014, and

WHEREAS, the agreement includes a salary for each title therein, and a provision for negotiating amendments thereto, and


WHEREAS, the Supervisor and SAG have negotiated the placement of this title with accompanying salary, and,

NOW, therefore, it is agreed by and between the Town and SAG that the title and salary table set out in the agreement is amended and modified as follows:


<u>TITLE</u>	<u>SALARY</u>
Executive Director of the Youth Bureau	\$80,000. Per Year


DATED 8/12/14 2014, AT SMITHTOWN, NEW YORK.

FOR THE TOWN:

  
PATRICK R. VECCHIO  
SUPERVISOR

FOR SAG:

  
RUSSELL K. BARNETT  
PRESIDENT

  
PETER JOHNSON  
SECRETARY

TOWN OF SMITHTOWN  
PERSONNEL DEPT

2014 SEP -2 PM 12:06

**AGREEMENT**

WHEREAS, the Town of Smithtown (hereinafter "Town") and the Smithtown Administrators Guild: (hereafter SAG), a certified collective bargaining unit have entered into a collective bargaining agreement for the period from January 1, 2007 through December 31, 2010 (hereinafter the agreement), and have further ratified a Memorandum of Agreement dated March 01, 2013 amending said collective bargaining agreement for the period from January 01, 2011 through December 31, 2014, and

WHEREAS, the agreement includes a salary for each title therein, and a provision for negotiating amendments thereto, and

WHEREAS, the Supervisor and SAG have negotiated the placement of this title with accompanying salary, and,

NOW, therefore, it is agreed by and between the Town and SAG that the title and salary table set out in the agreement is amended and modified as follows:


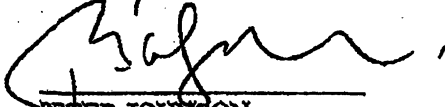
<u>TITLE</u>	<u>SALARY</u>
Secretary to the Planning Board	\$80,443 per year

DATED 6/10/14 2014, AT SMITHTOWN, NEW YORK.

FOR THE TOWN:

  
PATRICK R. VECCHIO  
SUPERVISOR

FOR SAG:

  
RUSSELL K. BARNETT  
PRESIDENT  
  
PETER JOHNSON  
SECRETARY

## AGREEMENT

WHEREAS, the Town of Smithtown (hereinafter "Town") and the Smithtown Administrators Guild: (hereafter SAG), a certified collective bargaining unit have entered into a collective bargaining agreement for the period from January 1, 2007 through December 31, 2010 (hereinafter the agreement), and have further ratified a Memorandum of Agreement dated March 01, 2013 amending said collective bargaining agreement for the period from January 01, 2011 through December 31, 2014, and

WHEREAS, the agreement includes a salary for each title therein, and a provision for negotiating amendments thereto, and

WHEREAS, the Supervisor and SAG have negotiated the placement of this title with accompanying salary, and,

NOW, therefore, it is agreed by and between the Town and SAG that the title and salary table set out in the agreement is amended and modified as follows:

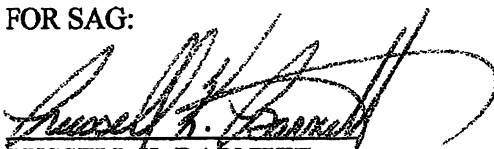
<u>TITLE</u>	<u>SALARY</u>
Assistant Town Engineer	\$105,000./year

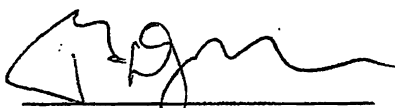
DATED Feb. 28, 2014 2014, AT SMITHTOWN, NEW YORK.

FOR THE TOWN:

  
\_\_\_\_\_  
PATRICK R. VECCHIO  
SUPERVISOR

FOR SAG:

  
\_\_\_\_\_  
RUSSELL K. BARNETT  
PRESIDENT

  
\_\_\_\_\_  
PETER JOHNSON  
SECRETARY



**AGREEMENT**

2014 APR -7 AM 11:34

TOWN OF SMITHTOWN  
PERSONNEL DEPT.

WHEREAS, the Town of Smithtown (hereinafter "Town") and the Smithtown Administrators Guild: (hereafter SAG), a certified collective bargaining unit have entered into a collective bargaining agreement for the period from January 1, 2007 through December 31, 2010 (hereinafter the agreement), and have further ratified a Memorandum of Agreement dated March 01, 2013 amending said collective bargaining agreement for the period from January 01, 2011 through December 31, 2014, and

WHEREAS, the agreement includes a salary for each title therein, and a provision for negotiating amendments thereto, and

WHEREAS, the Supervisor and SAG have negotiated the placement of this title with accompanying salary, and,

NOW, therefore, it is agreed by and between the Town and SAG that the title and salary table set out in the agreement is amended and modified as follows:

<u>TITLE</u>	<u>SALARY</u>
Town Parks Director	\$120,000./year *
Assistant Town Parks Director	\$110,000./year *


\*The positions of Town Parks Director and Assistant Town Parks Director shall each be increased by an additional \$5,000. ~~per year~~ effective January 01, 2015.

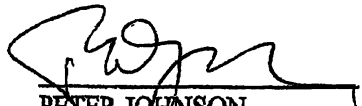
DATED March 28 2014, AT SMITHTOWN, NEW YORK.

FOR THE TOWN:

  
\_\_\_\_\_  
PATRICK R. VECCHIO  
SUPERVISOR

FOR SAG:

  
\_\_\_\_\_  
RUSSELL K. BARNETT  
PRESIDENT

  
\_\_\_\_\_  
PETER JOHNSON  
SECRETARY

## AGREEMENT

WHEREAS, the Town of Smithtown (hereinafter "Town") and the Smithtown Administrators Guild (hereinafter "SAG"), a certified collective bargaining unit, have entered into a Collective Bargaining Agreement (hereinafter "Agreement") covering the period from January 1, 2007 through December 31, 2010, and

~~WHEREAS, the Town and SAG have ratified a Memorandum of Agreement dated March 01, 2013 for a new Agreement covering the period from January 01, 2011 through December 31, 2014, and~~

WHEREAS, the Agreement includes a salary for each title therein, and a provision for negotiating amendments thereto, and

WHEREAS, the Town Supervisor and SAG have negotiated the placement of this title and salary in the salary schedule, and

WHEREAS, the Town has ratified this agreement,

NOW, THEREFORE, it is agreed by and between the Town and SAG that the title and salary schedule set out in the Agreement is amended and modified as follows:

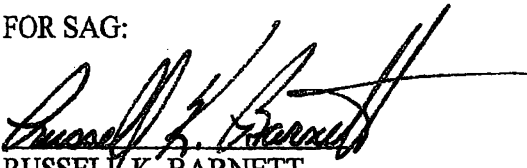
<u>TITLE</u>	<u>SALARY</u>
Assistant Drug & Alcohol Program Coordinator	\$42.40 per hour

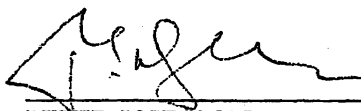
DATED: May 23, 2013, AT SMITHTOWN, NEW YORK.

FOR THE TOWN:

  
\_\_\_\_\_  
PATRICK R. VECCHIO  
SUPERVISOR

FOR SAG:

  
\_\_\_\_\_  
RUSSELL K. BARNETT  
PRESIDENT

  
\_\_\_\_\_  
PETER JOHNSON  
SECRETARY

**AGREEMENT**

WHEREAS, the Town of Smithtown (hereinafter "Town") and the Smithtown Administrators Guild: (hereafter SAG), a certified collective bargaining unit have entered into a collective bargaining agreement concerning the period from January 1, 2007 through December 31, 2010 (hereinafter the agreement), and

WHEREAS, the agreement includes a salary for each title therein, and a provision for negotiating amendments thereto, and

WHEREAS, the Town Supervisor and SAG have negotiated the placement of this title with accompanying salary, and,

NOW, therefore, it is agreed by and between the Town and SAG that the title and salary table set out in the agreement is amended and modified as follows:

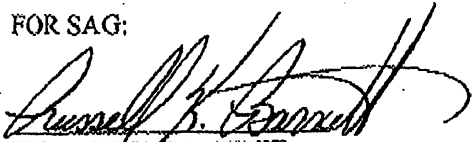
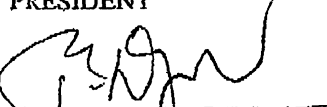
<u>TITLE</u>	<u>SALARY</u>
Water District Superintendent	\$95,000.00 ( <del>\$52.20/hr.</del> ) <u>RKB</u>

DATED 2/23/12 2012, AT SMITHTOWN, NEW YORK.

FOR THE TOWN:

  
\_\_\_\_\_  
PATRICK R. VECCHIO  
SUPERVISOR

FOR SAG:

  
\_\_\_\_\_  
RUSSELL K. BARNETT  
PRESIDENT  
  
\_\_\_\_\_  
PETER JOHNSON  
SECRETARY


**SIDE LETTER OF AGREEMENT BY AND BETWEEN**

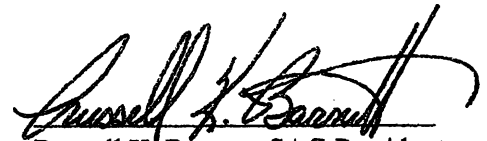
**THE TOWN OF SMITHTOWN AND THE SMITHTOWN ADMINISTRATORS GUILD**

The TOWN OF SMITHTOWN (the "Town") and the SMITHTOWN ADMINISTRATORS GUILD ("SAG") hereby agree as follows:

1. The Town shall have the right, retroactive until June 21, 2014, to continue to employ a part-time Assistant Director of Public Safety ("part-time ADPS") for a period expiring on June 21, 2015.
2. The terms and conditions of the part-time ADPS shall be as follows:
  - (a) Wages as of July 01, 2014 to be based on an hourly rate of \$34.60, and hours shall not exceed 17.5 hours per week.
  - (b) There will be no eligibility for or entitlement to vacation pay or vacation.
  - (c) There will be no eligibility for or entitlement to paid holidays.
  - (d) There will not be any payments or contributions towards the CSEA Benefit Fund (Welfare Fund).
  - (e) There will be no eligibility for or entitlement to CSEA Benefit Fund (Welfare Fund) Benefits.
  - (f) There will be no health insurance coverage provided.
  - (g) There will be entitlement to wage increases as agreed to in any successor agreement to the existing Collective Bargaining Agreement By and Between the Town of Smithtown and the Smithtown Administrators Guild.
  - (h) Wages will be subject to a cost of living increase on July 1<sup>st</sup> in accordance with Article III Section A.
3. The position of part-time ADPS shall be covered SAG bargaining unit position and shall be subject to payroll deductions, pursuant to Article XXIX of the Collective Bargaining Agreement between the Town and SAG, for SAG membership dues.
4. It is expressly agreed and understood that this agreement is intended to be temporary and in no manner shall it serve as precedent for the creation of part-time or hourly positions. Neither shall it serve to modify or amend Article I of the Collective Bargaining Agreement between the Town and SAG.


Dated: 8/27/2014

  
Patrick R. Vecchio, Town Supervisor

  
Russell K. Barnett, SAG President

TOWN OF SMITHTOWN  
PERSONNEL DEPT

2014 SEP -2 PM 2:58

  
Peter D. Johnson, SAG Secretary