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

Title: **Smithtown, Town of and Town of Smithtown Part-Time Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO, Suffolk County Local 852 (2015) (MOA)**

Employer Name: **Smithtown, Town of**

Union: **Town of Smithtown Part-Time Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **Suffolk County Local 852, 1000**

Effective Date: **01/01/2015**

Expiration Date: **12/31/2017**

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**COLLECTIVE BARGAINING AGREEMENT  
FOR PART-TIME UNIT**

1. The Civil Service Employees Association, Inc. Local 1000, AFSCME AFL-CIO (the "Association," or "CSEA") obligates itself for its members and for all employees of the Town for whom it is a recognized bargaining representative, that it and each of its members and employees will faithfully perform all the terms and conditions of the agreement on their respective parts to be performed.

2. (a) The Town recognizes the Association as the sole and exclusive bargaining agent and representative for the employees and agrees to continue to do so subject to the orders of the New York State Public Employment Relations Board, courts and decisions and determinations of any arbitrator acting under this agreement for the maximum period permitted pursuant to Section 208 (c) of the Civil Service Law.

(b) For the purpose of this agreement, part-time employment is defined as those employees who work on a regular basis in the employment of the Town for one half the normal work-week, 52 weeks per year.

3. Except as expressly abridged, delegated, granted, modified or limited by other provisions of the agreement, all of the authority, rights, powers and responsibilities possessed by the Town are retained by it, including, but not limited to the right, power, and privilege, subject to the Civil Service Law, to determine, direct, control and change the mission, purposes, and policies of the Town; to determine, direct, control or change the nature and extent of all its operations, the facilities, methods, means, and number of personnel required for the conduct of Town programs; to create and abolish positions; to carry out the examination, selection, recruitment, hiring, appraisal, retention, promotion, assignment, reassignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to delegate tours of duty and the manner of performance of such duties; to formulate duties statements for each class of position and to allocate or reallocate new or existing positions in accordance with law. The Town also reserves the right to demote, discipline, suspend or discharge employees for cause in accordance with the law and the provisions of this agreement and to relieve employees from their normal duties for any legitimate reason; to introduce new equipment, methods, or facilities or change existing methods; to make and enforce rules and carry out the functions of management. The rights of management are not subject to grievance procedures or arbitrations.

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

Deductions shall be made uniformly and consistently on each payday of the month. Funds so collected shall be transmitted to the Treasurer of the Civil Service Employees Association, 143 Washington Avenue, Albany, New York 12210.

Town of Smithtown Part-Time  
January 1, 2015 - December 31, 2017

1/1/15 - 12/31/17

Deductions authorized by any employee shall continue as so authorized unless and until such employee notifies the Town as to his/her desire to discontinue or change such authorization in writing. Notification of discontinuance of deductions shall be in writing, signed by the employee, and submitted to the Town in duplicate. One copy shall be forwarded by the Town to the Unit Treasurer of CSEA.

The Civil Service Employees Association assumes full responsibility for the disposition of the funds once they are transmitted to CSEA and shall hold the Town and all of its officers harmless for any claims or judgments which may arise relative to this provision.

5. All employees who are required by the Town to use their private vehicles in the performance of their duties as employees of the Town shall be compensated for the use thereof at the IRS mileage reimbursement rate then in effect for actual miles traveled on Town business during the year. All employees using private vehicles as aforesaid will file their expense vouchers according to Town rules and regulations pertaining to said expense vouchers.

6. The Association and the Town recognize that strikes and other forms of work stoppage by Civil Service employees are contrary to law and public policy. The Association and the Town subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of normal duties and/or services necessary to the operations of Town government.

The CSEA therefore agrees that there will be no strikes, work stoppage or other concerted or individual refusals to perform work covered by this agreement or any instigation thereof.

7. Overtime worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half times the base rate of pay.

8. Any and all disputes arising out of or concerning the interpretation or application of the terms of this agreement shall be adjusted as follows:

#### **A. GRIEVANCES**

A grievance is defined as a claimed violation of the specific terms of this agreement.

Any member of the bargaining unit who feels aggrieved shall fill out four copies of the standard grievance form which shall be available from a department CSEA representative. Three copies of the written grievance shall be presented to the employee's department head with one being retained by the department throughout each step of the grievance procedure. One copy of said grievance shall be submitted to the duly elected unit representative of the CSEA or any designated representative of the Suffolk Local of the CSEA. One of the copies presented to the department head shall be returned to the employee, indicating date of receipt by the department.

The grievant shall not suffer any loss of pay as a result of time spent attending grievance or arbitration meetings, or hearings between the parties.

The grievant if he/she chooses, may be represented by a CSEA representative at each step of the grievance and arbitration procedure.

The grievant shall submit the written grievance to the department head. The department head shall have five (5) working days in which to answer the grievance. If the grievant desires, he/she shall proceed to Step 2 within five (5) working days after the receipt of the determination of the department head; failure by the employee to proceed to Step 2 within said five (5) working days, shall be deemed acceptance of the answer, if any, and shall in any event bar further processing of the grievance. Failure of the department head to answer within five (5) working days shall not be deemed acceptance or approval of the grievance but shall allow the grievant to proceed immediately to Step 2.

If the employee is unsatisfied with the determination of the department head or no determination is made within five (5) working days of the submission of the grievance, he or she may submit an appeal of that determination to the Personnel Office. Such an appeal must be made in writing within five (5) working days from the employee's receipt of the department head's determination. The Personnel Officer shall have five (5) working days in which to answer the appeal after it is received. If the grievant so desires he/she may proceed to Step 3 within five (5) working days of receipt of the Personnel Officer's determination. Failure of the employee to proceed to Step 3 within the said period shall be deemed acceptance of the answer, if any, and shall in any event bar further processing of the grievance. If the grievance is unresolved, the employee may submit the written grievance to the Labor Management Committee. The Labor Management Committee shall have twenty (20) working days from the time the grievance is submitted to them in which to endeavor to resolve and/or answer the grievance in writing. If the grievance remains unresolved either party may within five (5) additional working days from the time of the submission of the grievance to them, submit the dispute to arbitration.

The cost of arbitration shall be borne equally by the CSEA and the Town of Smithtown. If the grievant fails to proceed to arbitration within said period, he/she shall be barred from proceeding on the grievance to arbitration as provided in B below.

## **B. ARBITRATION**

Arbitration shall be invoked by the C.S.E.A. Inc. or the Town of Smithtown by requesting, with notice to the other party, the Suffolk County Public Employment Relations Board to appoint an arbitrator. The Board shall submit a panel of five (5) arbitrators to both parties who shall indicate their preference. In the event that the parties cannot agree upon a mutual choice from the panel of five (5) arbitrators, an arbitrator shall be appointed by the Suffolk County Public Employment Relations Board.

- 1) The arbitrator shall have the power to summon, question and examine any employee and to require production of books, papers or such other evidence as he/she may deem necessary.
- 2) The arbitrator shall meet with the parties within five (5) working days after his/her appointment as such arbitrator.

3) Arbitration will be advisory only.

4) The arbitrator shall have authority to make an advisory decision upon any timely and properly presented claim by either party that the other has violated this agreement, except that the arbitrator shall not have such authority respecting any matter as to which (a) the Town retains exclusive rights under Paragraph 3 of this agreement or by law or otherwise, or (b) another method of review is prescribed or made applicable by law or rule or regulation having the effect and force of law. The arbitrator shall be without power or authority to make any decision which requires the Town to commit an act prohibited or affirmatively permitted by law or rule or regulation having the force and effect of law or any validly existing rule or regulation of the Town. On application of the Town to the New York State Supreme Court within 90 days after its delivery, the decision of an arbitrator may be vacated on the ground that it violates this paragraph or on any ground upon which relief may be sought under Section 7511 or 7803 of the CIVIL PRACTICE LAW AND RULES.

Findings and decisions are to be transmitted to the Association and the Town of Smithtown.

5) The cost of services of the arbitrator shall be shared equally by both parties to this agreement.

9. Wages for Unit members shall be increased \$.35 per hour for 2015, retroactive to January 1, 2015; and \$.35 per hour for each year for the period 2016-2017.

The entry level wage rates for Part-Time Positions shall be as listed in Schedule "A" annexed hereto.

Beginning in 2008, a career incentive payment plan shall be established for Unit members, based on actual hours worked in each pay period during which such payments are made.

Career incentives shall be as follows:

<u>Years of Continuous Service</u>		<u>Incentive</u>
10 years		\$.25/hr
15 years	← (additional)	\$.25/hr
20 years	← (additional)	\$.25/hr

Commencement of payment, per the above schedule, shall be effective at the beginning of the payroll period immediately following an employee's anniversary date. \*NOTE: These incentive payment amounts are the additional hourly amounts, over the amount(s) of the preceding incentive period(s), payable during each of the respective incentive periods.

10. Memorial Day, Independence Day, Labor Day, Washington's Birthday and the Friday after Thanksgiving are declared to be legal holidays for part-time employees covered by this agreement, who are to be paid for four (4) hours per day.

11. The Town will grant to each employee covered herein six (6) personal leave hours in each year of the contract; said personal leave hours to be non-cumulative. In the event that Town Hall is officially closed because of inclement weather, those part-time employees who are sent home early will be paid two (2) hours pay.

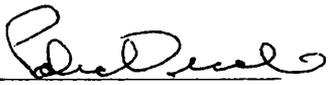
12. The parties agree that the Town shall be in compliance with all New York State Civil Service Laws, Rules and Regulations, including those which may be applicable to discipline.

13. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the CSEA representatives and shall not be considered a new benefit.

14. This agreement shall be effective from January 1, 2015 through December 31, 2017.

15. 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.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 17 day of November, 2015.

  
PATRICK R. VECCHIO  
SUPERVISOR, TOWN OF SMITHTOWN

  
JAMES WALL  
CSEA LABOR RELATIONS SPECIALIST

**SCHEDULE "A"**

**PART-TIME POSITIONS**

**ENTRY LEVEL  
SALARY**

<b>TITLE</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Account Clerk	\$14.85	\$15.20	\$15.55
Account Clerk Typist	\$15.35	\$15.70	\$16.05
Assessment Clerk	\$14.35	\$14.70	\$15.05
Asst. Sr. Citizens Nutrition Ctr. Mgr.	\$15.35	\$15.70	\$16.05
Bingo Inspector	\$15.35	\$15.70	\$16.05
Clerk	\$14.35	\$14.70	\$15.05
Clerk Typist	\$14.35	\$14.70	\$15.05
Community Relations Specialist	\$19.85	\$20.20	\$20.55
Custodial Worker	\$14.35	\$14.70	\$15.05
Disabilities Service Aide	\$16.60	\$16.95	\$17.30
Drug Abuse Educator	\$18.10	\$18.45	\$18.80
Engineering Aide	\$14.35	\$14.70	\$15.05
Food Service Worker	\$14.35	\$14.70	\$15.05
Homemaker	\$15.85	\$16.20	\$16.55
Kennel Attendant	\$14.35	\$14.70	\$15.05
Laborer	\$14.35	\$14.70	\$15.05
Maintenance Mechanic I	\$15.35	\$15.70	\$16.05
Micrographics Operator	\$14.35	\$14.70	\$15.05
Mini Bus Driver	\$16.10	\$16.45	\$16.80
Neighborhood Aide	\$14.60	\$14.95	\$15.30
Paralegal Assistant	\$14.85	\$15.20	\$15.55
Recreation Specialist (Sr. Citizens)	\$14.60	\$14.95	\$15.30
Scale Operator	\$14.35	\$14.70	\$15.05
Sr. Account Clerk	\$15.35	\$15.70	\$16.05
Sr. Bingo Inspector	\$16.10	\$16.45	\$16.80
Sr. Citizen's Aide	\$14.35	\$14.70	\$15.05
Sr. Citizen's Club Leader	\$14.85	\$15.20	\$15.55
Sr. Clerk Typist	\$14.85	\$15.20	\$15.55
Sr. Neighborhood Aide	\$18.10	\$18.45	\$18.80
Sr. Tax Cashier	\$15.35	\$15.70	\$16.05
Switchboard Operator	\$14.35	\$14.70	\$15.05
Tax Cashier	\$14.60	\$14.95	\$15.30
Urban Forester	\$17.85	\$18.20	\$18.55
Youth Counselor	\$18.75	\$19.10	\$19.45
Youth Project Director	\$20.60	\$20.95	\$21.30
Youth Services Coordinator	\$21.35	\$21.70	\$22.05

Town of Smithtown Part-Time  
January 1, 2015 – December 31, 2017

**AGREEMENT**

WHEREAS, the TOWN OF SMITHTOWN (hereinafter "Town") and the Smithtown Part-Time Unit, Local 852, Civil Service Employees Association (hereinafter "CSEA") have entered into a memorandum of agreement covering the period from January 1, 2015 through December 31, 2017 (hereinafter "the agreement") and,

WHEREAS, the agreement includes a wage and salary plan for employees, and a provision for negotiating amendments and modifications thereto, and,

WHEREAS, the Supervisor and CSEA have negotiated the placement of these titles in the wage and salary plan.

NOW, THEREFORE, IT IS AGREED by and between the Supervisor and CSEA that the wage and salary plan set out in the agreement is amended and modified as follows:

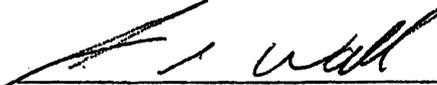
<u>TITLE</u>	<u>SALARY</u>
Community Relations Assistant	\$18.00/hour

Dated April 17, 2018 at Smithtown, New York

FOR THE TOWN:

  
EDWARD R. WEHRHEIM  
SUPERVISOR

FOR CSEA:

  
JIM WALL  
LABOR RELATIONS SPECIALIST

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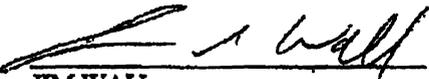
<u>TITLE</u>	<u>SALARY</u>
Driver Messenger	\$16.00/hour

Dated March 28, 2017 at Smithtown, New York

FOR THE TOWN:

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

FOR CSEA:

  
\_\_\_\_\_  
JIM WALL  
LABOR RELATIONS SPECIALIST

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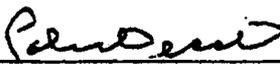
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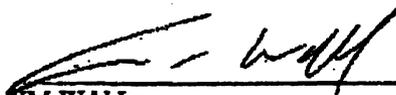
<u>TITLE</u>	<u>SALARY</u>
Sr. Citizens Club Leader	\$16.55/hour

Dated September 26, 2016 at Smithtown, New York

FOR THE TOWN:

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

FOR CSEA:

  
\_\_\_\_\_  
JIM WALL  
LABOR RELATIONS SPECIALIST

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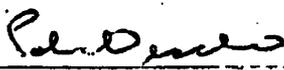
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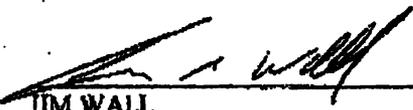
<u>TITLE</u>	<u>SALARY</u>
Food Service Worker	\$16.05/hour

Dated September 26, 2016 at Smithtown, New York

FOR THE TOWN:

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

FOR CSEA:

  
\_\_\_\_\_  
JIM WALL  
LABOR RELATIONS SPECIALIST

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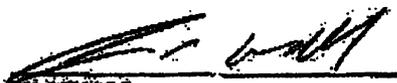
<u>TITLE</u>	<u>SALARY</u>
Animal Shelter Education Specialist	\$16.50/hour

Dated June 3, 2016 at Smithtown, New York

FOR THE TOWN:

  
PATRICK R. VECCHIO  
SUPERVISOR

FOR CSEA:

  
JIM WALL  
LABOR RELATIONS SPECIALIST