

OCTOBER 28, 2004

Adopted

TOWN OF RIVERHEAD

SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR LEGISLATIVE SECRETARY

Resolution # 998

COUNCILMAN BARTUNEK

offered the following resolution,

which was seconded by

COUNCILWOMAN BLASS

BE IT RESOLVED, that the terms and conditions of employment of Joanne Fagan, Legal Secretary, shall, effective November 1, 2004, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. This employee is employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time. In addition, the employee shall not be entitled to utilize any type of paid leave time during the employee's first three months of employment with the Town.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,
3. (a) One (1) day of personal leave will be granted for 2004. Five (5) days of personal leave will be granted as of 1/1/05 and every year after on January 1.

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 14 hours of vacation during fiscal year 2004 and an additional 70 hours shall be granted every January 1.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than 105 vacation hours from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to

work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 1.25 days per month up to a total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least twenty (20) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the

employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.

6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.

7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

WAGES

The employee shall receive the following annual salary:

November 1, 2004-\$34,000(prorated)

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

Adopted

TOWN OF RIVERHEAD

IRMA MURPHY OPEN SPACE ACQUISITIONS

BUDGET ADJUSTMENT

RESOLUTION #⁹⁹⁹

COUNCILMAN DENSIECKI

_____ offered the following resolution,

COUNCILWOMAN SANDERS

which was seconded by _____.

BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
406.019400.494200.42021	SERIAL BOND PROCEEDS	\$20,000	
406.019400.523021.42021	DEMO OF REAL PROPERTY		\$20,000

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

10/29/04

Adopted

TOWN OF RIVERHEAD

Resolution #1000

RATIFIES AN APPOINTMENT OF A P/T RECREATION AIDE (TEEN CENTER) TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by **COUNCILMAN BARTUNEK**

RESOLVED, that Joe Minuto is hereby appointed to serve as a P/T Recreation Aide for the Teen Center, effective, October 27 th , 2004 to serve as needed on an at will basis and to be paid at the rate of \$9.0834 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION ~~WAS~~ ___ WAS NOT
 THEREFORE DULY ADOPTED

OCTOBER 28, 2004

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF MAINTENANCE MECHANIC II

RESOLUTION # 1001

COUNCILWOMAN SANDERS offered the following resolution,
which was seconded by COUNCILMAN DENSIECKI.

WHEREAS, Kenneth Moyson has notified the Town Supervisor of his resignation from the position of Maintenance Mechanic II in the Buildings and Grounds Department, effective 4:00pm on October 26, 2004.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Kenneth Moyson.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a Certified Copy of this Resolution to Kenneth Moyson, the Engineering Department, the Supervisor's Office and the Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

October 28, 2004

Adopted

TOWN OF RIVERHEAD

Resolution # 1002

APPOINTS POLICE OFFICERS TO THE POLICE DEPARTMENT

seconded by Councilwoman Blass offered the following resolution, which was
Councilman Bartunek.

WHEREAS, the Suffolk County Department of Civil Service established List #03-5002-001-Police Officer OC on March 31, 2004; and

WHEREAS, extensive background investigations and personal interviews were conducted by the Suffolk County and Riverhead Town Police Departments to establish five (5) individuals eligible for hire by the Town of Riverhead Police Department.

NOW, THEREFORE, BE IT RESOLVED, effective November 1, 2004, James P. Welsh, Kevin G. Gradischer, Charles F. Cichanowicz, Jonathan Devereaux and Brian T. Clements are hereby appointed to the position of Police Officer, at the salary as set forth in the current labor contract that exists between the Town of Riverhead and the Riverhead P.B.A., contingent upon the following:

1. The filing of all necessary payroll documentation in the office of Accounting; and,

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to James P. Welsh, Kevin G. Gradischer, Charles F. Cichanowicz, Jonathan Devereaux and Brian T. Clements, the Chief of Police and the Office of Accounting.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED