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COLLECTIVE BARGAINING AGREEMENT

between

LOCAL 458, INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

and the

VILLAGE OF SLEEPY HOLLOW

June 1, 2012 to May 31, 2017
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<td>XXVII</td>
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THIS AGREEMENT effective the 1st day of June, 2012, by and between the VILLAGE OF SLEEPY HOLLOW, a municipal corporation organized and existing by virtue of the laws of the State of New York (hereinafter referred to as the “Village”) and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the “Union”).

ARTICLE I

UNIT

This Agreement shall apply to all full time blue collar employees in the Water and Sewer, Highway, Sanitation, Central Garage, Building Maintenance and Parks and Recreation Departments of the Village of Sleepy Hollow as certified by the New York State Public Employment Relations Board in its determination dated June 1, 1983 for the Village of North Tarrytown (Now Village of Sleepy Hollow). Effective June 1, 2002, the classification “General Foreman” shall be excluded from the bargaining unit.

ARTICLE II

RECOGNITION

Section 1: The Union, having heretofore presented appropriate evidence that it represents the majority of the employees in the Water and Sewer, Highway, Sanitation, Central Garage, Building Maintenance and Parks & Recreation Departments of the Village and also having been certified by the New York State Public Employment Relations Board as the bargaining representative of said employees, it is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Village in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the collective bargaining agreement herewith executed.

Section 2: The Village agrees that, upon presentation of dues deduction authorization
cards signed by the individual employees to which this agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts so designated by the Union as membership dues and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

Section 3: A. The Village hereby agrees to an Agency Shop Fee. Each member of the unit who is not a member of the Union shall pay to the Union an Agency Shop Fee toward the administration of the Agreement and the representation of such employee. The Agency Shop Fee shall be certified to the Village by the Union and shall be conforming with current law. The Village shall deduct such fee in the same manner the membership dues are deducted.

B. The Union shall indemnify and save the Village harmless, once the monthly union dues and Agency Shop fee have been forwarded to the Union, against any and all claims, demands, suits or other forms of liability that may arise out of or by the reason of action taken or not taken by the Village for the purpose of complying with any provisions of this or the preceding Section.

Section 4: The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Village. The Village recognizes the right of the officers and agents of the Union to reasonable visitation upon the Village's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. Notification of such visitations will be made to the Village Clerk by the Union Shop Steward twenty-four (24) hours prior to the visitation, except in cases of emergency.

Section 5: There shall be one (1) Shop Steward and (1) Assistant Shop Steward whose names shall be certified by the Union to the Village. The Shop Steward shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances and for the
administration of this Agreement. The Shop Steward shall not leave his/her assigned duties for the above-described purposes without permission from the department head, which shall not be unreasonably denied. In the absence of the Shop Steward, the Assistant Shop Steward shall be entitled to the same privileges.

ARTICLE III
RECIPROCAL RIGHTS

Section 1: The Union recognizes the right of the Village to manage, but not in conflict with the terms and conditions of this contract, and the Village recognizes its responsibility to direct the work force so that the dignity of labor and of the individual shall be protected.

Section 2: The Village and the Union hereby recognize and mutually agree that the management of the Village, the control of its property, and the maintenance of order and efficiency is solely the responsibility of the Village. Accordingly, except as specifically abridged, delegated, granted or modified by this Agreement or any supplementary agreements that may hereinafter be made, all the rights, powers and authority the Village had prior to the signing of this Agreement are retained by the Village and remain exclusively and without limitation within the rights of the Village.

Section 3: The parties agree that newly hired employees shall serve a probationary period of twenty-six (26) weeks.

ARTICLE IV
CLASSIFICATION RATES AND WAGES

Section 1: The wages to be paid for each classification covered by the terms of this Agreement for the period of June 1, 2012 through May 31, 2017 shall be indicated on Schedule "A" annexed hereto, except as modified below:

Effective June 1, 2012, each job title shall be increased by 1.25%. Effective December 1,
2012, each job title shall be increased by 1.25%. Effective June 1, 2013, each job title shall be increased by an additional 1.25%. Effective December 1, 2013, each job title shall be increased by an additional 1.25%. Effective June 1, 2014, each job title shall be increased by an additional 1.25%. Effective December 1, 2014, each job title shall be increased by an additional 1.25%. Effective June 1, 2015, each job title shall be increased by an additional 1.25%. Effective December 1, 2015, each job title shall be increased by an additional 1.25%. Effective June 1, 2016, each job title shall be increased by an additional 1.25%. Effective December 1, 2016, each job title shall be increased by an additional 1.25%.

Effective June 1, 2010, the salary schedule in effect as of December 1, 2010 shall be increased across the board by 1.5%.

Effective June 1, 2011, the salary schedule in effect on May 31, 2011 shall be increased across the board by 2.5%.

The new rates for the 2012-17 contract year shall be effective with the earliest possible payroll following ratification by both the Village and the Union.

Section 2: All newly employees hired on or after January 1, 2012, shall be paid compensation at a rate of ninety percent (90%) of the prescribed rate for their job classification for the first eighteen (18) thirty (30) months of their employment. Effective March 1, 2009, all newly hired employees hired thereafter shall be paid compensation at the rate of eighty-five percent (85%) of the prescribed rate for their job classification for the first eighteen (18) months of their employment. After completion of eighteen (18) thirty (30) months, they shall be paid at the prescribed rate for the job classification in which they work. Employees who are promoted within the bargaining unit shall not be subject to the lower rate for said promotion.

Section 3: Employees in the bargaining unit shall be paid no less frequently than once
a week on or before noon on Friday, where practicable.

Section 4: Notwithstanding Section 3 above, if all other of the Village's employees are subject to being paid on a bi-weekly basis, the Village may implement a bi-weekly pay cycle for members of the unit upon three (3) months written notice to the Union. Within five (5) working days of the implementation of such bi-weekly pay cycle, members of the unit shall be paid a one-time lump sum bonus equal to one (1) weeks pay at their regular rate. Notwithstanding the above, if the Union has not been advised in writing by May 31, 2010 that the Village intends to implement a bi-weekly pay cycle for members of the unit, this Section 4 shall sunset and shall no longer be a part of this Agreement pursuant to the Taylor Law and Triborough Amendment.

Section 5: During a week in which a holiday occurs on a Friday, employees shall be paid, where practicable, on or before noon on Thursday of that week.

Section 6: The Village shall continue payment of a longevity increment to employees in the unit. The longevity increment shall be paid in weekly installments as additional salary, effective in each case, on the anniversary date of employment. Effective June 1, 2008, the longevity increment shall be three hundred ($300) dollars for each five (5) consecutive years of employment. In no event shall the longevity increment exceed the sum of $1200.

Section 7: When an employee works above his/her classification, he/she shall be paid the higher classification rate. When an employee works in a lower classification, he/she shall be paid his/her regular classification rate. Specifically excluded from higher classification pay is the operation of a pick-up truck by a Laborer.

Section 8: Employees in the classification of Water and Sewer Maintenance Man Grade I or Grade II shall be entitled to the higher classification salary of Water Treatment Plant Operator Type II B when assigned to work at the pump station.
ARTICLE V

HOURS OF WORK

Section 1: The normal work week shall be five (5) days, eight (8) hours per day, Monday through Friday, forty (40) hours per week, except for employees in Highway and the Water and Sewer Departments on special schedules. The work hours for all employees wherever practicable shall be from 6:45 A.M. to 3:00 P.M. All employees shall be required to punch "into" and "out of" work each day using a time clock and time cards. The work day shall include one (1) paid break period of fifteen (15) minutes and an unpaid lunch period of one-half (1/2) hour. The break period shall be from 9:15 A.M. to 9:30 A.M. The lunch period shall be from 12:00 P.M. to 12:30 P.M., except in those situations involving a continuous operation which requires completion before the lunch period.

Section 2: All employees in the Water Department will, on a rotating basis, work three (3) hours on Saturday and three (3) hours on the following Sunday. Any employee who is scheduled to work pursuant to this section shall be entitled to an additional salary equal to two and one-half (2-1/2) hours pay and shall be off on the next following Friday.

ARTICLE VI

PREMIUM TIME

Section 1: Time and one-half (1-1/2) the regular rate of pay shall be paid for all work performed:

A. After eight (8) hours per day;
B. After forty (40) hours per week;
C. Before starting time;
D. On Saturday, except where Saturday is part of a regular work week including Saturday;
E. On the sixth (6th) day of work week.

Section 2: Double the regular rate of pay shall be paid for all work performed:
A. On the seventh (7th) day of a work week;
B. On a holiday.

Section 3: Employees who are called into work shall be paid for a minimum of three (3) hours straight time pay. If the employee works in excess of two (2) hours, he/she shall be paid for the entire overtime period at the appropriate overtime rate.

Section 4: Overtime compensation shall be paid to an employee as soon as practicable after it is earned.

Section 5: Except in an emergency, overtime shall be distributed as equally as possible among all qualified employees in the same classification in a Department and, should no one in the classification be available for overtime, it shall be distributed as equally as possible among qualified employees in the Department. Should no employee in the Department be available for overtime, it shall be distributed as equally as possible among qualified employees in other Departments. The Village shall post overtime lists for each Department showing for each employee in the Department overtime hours worked during the preceding month and cumulative overtime hours worked during the preceding year. The qualified employee or employees having the lowest number of cumulative overtime hours worked during the preceding year shall receive the next overtime assignment. Refusal (whether or not an excuse is offered) to work an overtime assignment shall be counted as part of an employee's cumulative overtime hours worked. Continued refusal or unavailability, without reasonable cause to work overtime assignments, may subject the employee to disciplinary action. Any grievance alleging an improper assignment of overtime shall be deemed waived if not filed within twenty (20) working days of the time the Union or employee knew or should have known of the improper assignment. During weekend situations
requiring continued overtime, employees who refuse (whether or not an excuse is offered) overtime work on a Saturday need not be offered overtime on Sunday.

Section 6: Effective February 16, 1990, employees may elect to choose compensatory time in lieu of cash payment (earned at the same rate as cash payment) for all or any portion of overtime worked by the employee, except that an employee's compensatory time bank may not exceed one hundred sixty (160) hours at any given time. Once the 160-hour cap has been reached, all overtime thereafter must be taken as overtime pay until their accumulation falls below one hundred sixty (160) hours.

A. Those employees who have in excess of one hundred sixty (160) hours of compensatory time accumulated as of February 16, 1990 of any year, shall not lose any of the compensatory time accumulated prior to that date, but shall not be eligible to accumulate any additional compensatory time until their accumulation falls below one hundred sixty (160) hours.

B. Employees will not be entitled to receive cash payment for accumulated compensatory time provided, however, that effective with the second pay period in June of 1996 each year, and the second pay period in June of each year thereafter, the Village shall pay each employee at their regular hourly rate for all accumulated and unused compensatory time in excess of sixty (60) hours as of May 31, and their compensation time bank shall be reduced accordingly.

C. All requests for use of compensatory time must be made seventy-two (72) hours in advance, except in emergency situations.

ARTICLE VII

HOLIDAYS

Section 1: Employees working thirty (30) days or more shall receive a full days' pay and, except as herein provided, shall not be required to work on the following thirteen (13) holidays. In April of each year the Village will meet with the Union to determine the actual days off
that the contract holidays will be celebrated. In no case will two (2) holidays be allowed in one (1)
week, or on Friday and Monday of the following week:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Election Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Section 2: In the event an employee works on a holiday, he/she shall be paid at the
rate of two (2) times the employee's regular hourly rate of pay for all hours worked, plus holiday pay.

Section 3: In the event such holiday falls on a Sunday, it will be observed on the
following Monday; and in the event such holiday falls on a Saturday, it will be observed on the
preceding Friday. The Board of Trustees of the Village, in its discretion, may grant such additional
holidays, in whole or in part, as it may determine.

Section 4: In order to receive holiday pay, an employee shall actually work on the
working day before the designated holiday and on the working day after the designated holiday,
unless on authorized sick leave or vacation.

ARTICLE VIII

VACATIONS AND VACATION PAY

Section 1: The vacation period shall be from June 1 to May 31. Vacation schedules
shall be fixed in accordance with employee preference commensurate with the needs of the
Village. All full-time employees of the Village in the negotiating unit shall be entitled to paid
vacation in accordance with such employee's length of service as follows:
After one (1) year - 10 working days
After five (5) years - 15 working days
After ten (10) years - 20 working days
After twelve (12) years - 21 working days
After fourteen (14) years - 22 working days
After sixteen (16) years - 23 working days
After eighteen (18) years - 24 working days
After twenty (20) years - 25 working days

In no event shall an employee be entitled to a paid vacation of more than twenty-five (25)
working days.

Section 2: Vacation may be taken any time during the calendar year with the approval
of the department head, which approval shall not be unreasonably withheld.

Section 3: The department head shall solicit requests for vacation leave for the period
of June 1 through May 31 commencing on the preceding April 1 and terminating on the preceding
April 30th. In cases of a conflict concerning a selection of a vacation period, seniority shall govern
the right of preference provided the employee's request has been submitted during the selection
period. The vacation schedule shall be posted by the department head on or before May 15th.
Any objections to the posted vacation period shall be the subject of a grievance to be filed by the
aggrieved employee on or before May 31st. Such other scheduling and changes after May 31st
shall be allowed by agreement of the employee and the department head, subject to the provision
that such changes shall not be unreasonably denied by the department head.

Section 4: Employees who become entitled to additional vacation allowance because
of length of service with the Village shall be entitled to use such additional vacation allowance in
the fiscal year in which such allowance is earned, subject to the condition that such additional time
may not be scheduled or taken until after the employee's anniversary date.

Section 5: Upon written request of the employee a minimum of fifteen (15) calendar
days in advance, wages for the vacation period shall be paid in advance of the employee's
vacation.
Section 6: Employees shall be entitled to accumulate vacation for up to a period of two (2) years subject to the prior written approval of the Board of Trustees of the Village.

Section 7: Any employee leaving the employ of the Village shall be entitled to all earned and unused vacation time.

ARTICLE IX
SICK LEAVE

Section 1: Employees shall be entitled to one (1) sick leave day per month for a total of twelve (12) sick leave days per year, which may be accumulated to a maximum of one hundred sixty-five (165) days. The Board of Trustees of the Village, in its discretion, may grant individual employees additional sick leave.

Section 2: It shall be the obligation of the employee in the event of illness, to contact the Village prior to the start of the work day to advise it of his/her absence. The Village shall maintain a twenty-four (24) hour phone answering tape machine for such purposes. Failure of the employee to contact the Village may subject the employee to loss of that day's pay.

Section 3: Employees who are absent from work for four (4) or more days shall be required to furnish a doctor's note on their return to work.

Section 4: In cases where the Village reasonably believes that an employee is abusing sick leave, it may require the employee to furnish a doctor's note for each absence. Such notice shall be given to the employee in writing and a copy of the notice shall be furnished to the Shop Steward. The requirement for furnishing a doctor's note shall be for a period of six (6) months, provided the Village no longer reasonably believes that the employee is abusing sick leave.

Section 5: Each employee shall receive an annual report from the Village of his/her accumulated sick leave.

Section 6: Upon separation, except for cause, any employee shall be reimbursed for
his/her accumulated unused sick leave at the employee's then current rate of pay. In the event
that an employee is terminated from employment with the Village after being found guilty of
disciplinary charges which caused his/her termination, such employee shall not be entitled to be
paid for accumulated unused sick leave.

Section 7:

A. Employees who have accumulated one hundred sixty-five (165) days of unused
sick leave shall receive the following annual bonus for unused sick days:

<table>
<thead>
<tr>
<th>Unused Sick Days</th>
<th>Bonus</th>
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<tbody>
<tr>
<td>12 days</td>
<td>$200.00</td>
</tr>
<tr>
<td>11 days</td>
<td>$150.00</td>
</tr>
<tr>
<td>10 days</td>
<td>$125.00</td>
</tr>
<tr>
<td>9 days</td>
<td>$100.00</td>
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<tr>
<td>8 days</td>
<td>$ 75.00</td>
</tr>
<tr>
<td>7 days</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>6 days</td>
<td>$ 25.00</td>
</tr>
</tbody>
</table>

The determination of unused sick leave shall be based upon the Village’s fiscal year (June
1 - May 31) and shall be payable in the first payroll of July subsequent to the fiscal year.

B. Effective June 1, 2006, the following annual attendance incentive shall also be in
effect:

Employees shall be entitled to a lump sum attendance bonus payable in the
second pay period in June, beginning in June of 2007, as follows:

<table>
<thead>
<tr>
<th>Sick Days Used</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$600.00</td>
</tr>
<tr>
<td>1 – 2</td>
<td>$300.00</td>
</tr>
<tr>
<td>3 +</td>
<td>$ - 0 -</td>
</tr>
</tbody>
</table>

Section 6: Elective surgery shall not be scheduled by an Employee prior to
consultation with the Village Administrator. This Section shall not include Workers’ Compensation
illnesses or injuries.
ARTICLE X
PERSONAL LEAVE

Section 1: Each employee in the negotiating unit shall be allowed a maximum of three (3) days leave with pay each year for urgent personal reasons, other than personal sickness or injury such as, but not necessarily limited to:

1. The observance of religious holidays;
2. Sudden illness or accident in the immediate family;
3. A required court appearance; and
4. Extreme weather conditions rendering travel from distant points excessively hazardous.

Section 2: The approval of the employee's supervisor shall be required before personal leave shall be allowed and, in other than emergency situations rendering advance notice impossible, requests for personal leave shall be submitted at least three (3) days in advance except that one (1) day of such leave may be taken each year without specification by the employee of the reason therefor. It is the intent of the parties to this Agreement that personal leave shall be used sparingly and only for urgent personal business which cannot be attended to on a day or at a time other than a working day during working hours.

Section 3: Employees shall be entitled to the following annual bonus for unused personal days:

<table>
<thead>
<tr>
<th>Unused Personal Days</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 days</td>
<td>$100.00</td>
</tr>
<tr>
<td>2 days</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>1 day</td>
<td>$ 25.00</td>
</tr>
</tbody>
</table>

The determination of unused personal leave shall be based upon the Village's fiscal year (June 1 - May 31) and shall be payable in the first payroll of July subsequent to the fiscal year.
ARTICLE XI
BEREAVEMENT LEAVE

Section 1: The employees shall be granted up to four (4) consecutive working days of bereavement leave for a death in the immediate family. This leave shall apply from the day of death to the day of the funeral.

Section 2: The immediate family is defined as: spouse, child, parent, mother-in-law, father-in-law, brother or sister, and grandparent.

Section 3: For any bereavement days other than those described above, an employee may take up to five (5) days total, charged to sick leave or personal leave.

ARTICLE XII
LEAVE OF ABSENCE

Employees may be granted a leave of absence for good cause and upon written application to the Village, provided, however, that the granting of such leave shall be within the Village's sole and uncontrolled discretion. If an employee does not report back to work at the expiration of any such leave of absence, he/she shall be deemed to have voluntarily quit his/her job. When an employee is reinstated following a leave of absence, he/she shall be given his/her previous seniority and classification rating. Leave of absence shall be without pay.

ARTICLE XIII
SENIORITY

Section 1: An employee's seniority shall commence from the date of his/her first hiring by the Village.

Section 2: Lay offs shall be based upon seniority subject to the ability of the bumping employee to perform the work in the position to which he/she bumps.

Section 3: Promotions and transfers shall be governed by seniority where fitness and
ability are equal, except where otherwise controlled by the Civil Service Law.

Section 4: All job openings in the Village shall be posted for a period of ten (10) days in a location accessible to all employees. Any employee who is interested in applying for said position shall indicate such interest in writing to the department head within the posting period.

ARTICLE XIV

MEDICAL INSURANCE

Section 1:

A. The Village shall contribute one hundred percent (100%) of the individual and family benefits cost of the Health Care Plan currently in force for all full time employees hired prior to January 1, 2012, in the negotiating unit, which benefits shall be continued by the Village at its expense for those employees who retire in the regular course under a legally adopted retirement plan.

B. Full-time employees hired on or after January 1, 2012, will, for the first five years of employment, pay by payroll deduction 21% of the premium cost for the employee and/or eligible dependents pursuant to the Village's health care plan. The contribution will be 10% beginning in the sixth year of service. The Village will pay for the full cost of the premium beginning in the employee's 11th year of employment through retirement.

C. Upon retirement, benefits of health insurance on the retiree and his/her eligible dependents shall be continued by the Village at its expense for those employees who retire in the regular course under a legally adopted retirement plan.

Section 2: The Village now provides members of the bargaining unit, their dependents, retirees and their eligible dependents with coverage through the New York State Health Insurance Program, C.O.R.E. Plus Medical and Psychiatric Enhancements (including the
prescription drug plan) the cost of which is fully paid by the Village. The Village shall make reasonable efforts to get bargaining unit members' doctors to enlist as participating providers in the New York State Health Insurance Program, C.O.R.E. Plus, Medical and Psychiatric Enhancements.

Section 3: The parties agree that there shall be established a Welfare Benefit Review Committee composed of representatives of the Village and members designated by recognized or certified bargaining agents for Village employee bargaining units. The Committee shall review alternate benefit plans in an effort to provide equal or better welfare benefit plan coverage for employees and their eligible dependents. The reports and any recommendations of the Committees shall be advisory, they have no authority to impose a change in any medical, dental or life insurance benefit or carrier.

ARTICLE XV

WELFARE FUND

Effective June 1, 2008, the Village's contribution to the Welfare Fund shall be One Thousand One Hundred ($1,100.00) Dollars per member, per year.

ARTICLE XVI

RETIREMENT BENEFITS

Section 1: The Village will provide for the benefits of those employees in the negotiating unit the non-contributory approved "20-Year Career" Plan provided by Section 75-j of the Retirement and Social Security Law.

Section 2: The Village shall provide the employees with coverage pursuant to Section 41-j of the New York State Retirement and Social Security Law.
ARTICLE XVII

LIFE INSURANCE

The Village shall provide the employees with a life insurance policy in the amount of Twenty Five Thousand ($25,000.00) Dollars.

ARTICLE XVIII

WORKERS' COMPENSATION

Section 1: An employee in the unit who is absent as a result of an injury or illness sustained while employed and incurred by reason of such employment within the meaning of the New York Workers' Compensation Law and regulations applicable thereto shall be entitled to the following:

a. During the first five (5) work days following such injury or illness, the employee shall utilize accrued sick leave to the extent available;

b. If the employee's absence continues beyond the initial five day period, the employee shall, pending adjudication of his/her case, be entitled to up to ninety (90) calendar days of administrative leave (exclusive of accumulated paid leave) at full pay retroactive to the date of the injury, provided, however, that the Village shall be entitled to any award for lost wages by Workers' Compensation to the extent of any payments made hereunder;

c. If the employee's absence continues beyond the ninety (90) day period, the employee shall be entitled to continue on administrative leave for up to an additional ninety (90) days (to a maximum cumulative total of one hundred eighty (180) days) at 80% of their regular base pay during such 90-day period, provided, however, that the Village shall be entitled to any award by Workers' Compensation to the extent of any payments made hereunder;

d. If the employee's absence continues beyond the one hundred eighty (180) day period, the employee shall be entitled to continue on administrative leave for up to an additional
six (6) months (to a maximum cumulative total of one year) at 60% of their regular base pay during such 6-month period, provided, however, that the Village shall be entitled to any award by Workers' Compensation to the extent of any payments made hereunder;

e. Vacation and sick leave days shall not accrue while an employee is absent on administrative leave at less than full pay;

f. During the period of absence described above, the unit member (including eligible dependents) shall continue to be eligible for health insurance as per Article XIV;

g. The Board shall have the sole non-grievable discretion to extend the period of leave and/or waive the salary reduction requirements set forth above.

Section 2: It shall be the obligation of the employee to report in writing any on-the-job injury on the day on which it occurs to the General Foreman. A copy of this written report shall be supplied to the Shop Steward. In the event that the employee does not report the injury on the day on which it occurs, the Village shall not be required to pay him/her pursuant to Section "1", above for the first five (5) days absent. During the said five (5) day period, the employee shall be entitled to use accumulated sick leave or vacation. Commencing on the sixth (6th) day of such absence, the Village will pay the employee his/her salary pursuant to Section 1 of this Article.

Section 3: Upon notice to the Village by the carrier of the New York State Workers' Compensation Board that a compensation award has been made to an employee, the total number of days awarded shall be compared with the number of days used. If the number of days used is less than the number of days awarded, the Village has no claim for reimbursement from the employee. If the number of days used exceeds the number of days awarded, then the Village shall redeem the coverage from the employee at the rate of Twenty-five ($25.00) Dollars per pay period until overpayment is complete. The employee may, at his/her option, use accrued sick time or vacation time to repay the Village on a one-day returned for a one-day used basis.
Section 4. Determination under the Workers' Compensation Law of the State of New York as to whether or not disability is service connected and as to the extent of such disability shall be conclusive as between the employee and the Village. The employee may, in the event of his/her continued disability, elect to utilize the remaining sick leave.

ARTICLE XIX

EMPLOYEE DISCIPLINE

Section 1: The provisions of this Article shall be the sole and exclusive procedure for the discipline and/or discharge of all permanent employees of the negotiating unit. This procedure shall be in lieu of Civil Service Law Section 75 and Section 76 and any and all other statutory or regulatory disciplinary protection.

Section 2: No permanent employee shall be disciplined except for just cause.

Section 3: In the event that the Village determines to discipline an employee, a disciplinary interview shall be conducted by the Village with the employee. At the time of the interview, a Union representative shall be in attendance.

Section 4: At the time of the disciplinary interview, the Village shall provide the employee subject to discipline with a written notice stating the basis for the disciplinary action. The employee shall sign and return a copy of said statement to the Village which shall provide the Union representative with a copy of the signed statement.

Section 5: Discipline may consist of and shall be limited to the following: written reprimand; monetary fine not to exceed Five Hundred ($500.00) Dollars, loss of leave entitlement, suspension without pay or termination of employment.

Section 6: In the event that the Village determines to implement any of the following disciplinary actions: monetary fine not to exceed Five Hundred ($500.00) Dollars, loss of leave entitlement, suspension or termination of employment, the Union shall have the right to file a
grievance pursuant to Article XX of this Agreement. Said grievance shall be filed at Stage 2 of the grievance procedure. No disciplinary penalty imposed pursuant to Section 4 herein shall be stayed by the filing of such grievance.

Section 7: In the event of a settlement of a disciplinary action between the parties, such settlement shall be in writing, a copy of which shall be acknowledged by the employee, and a copy shall be provided to the Union representative.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1: A grievance is a claim by an employee or group of employees of the negotiating unit covered by this Agreement of a violation, misinterpretation, misapplication or an inequitable application of any section of this Agreement.

Section 2: An employee having a grievance will discuss it orally or in writing with his/her immediate supervisor either directly or through a representative and the Union, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor no later than fifteen (15) working days following the act or condition giving rise to the grievance. Within five (5) working days after the written grievance is presented to him/her, the supervisor shall render a report and/or decision thereon, in writing, and present it to the employee, his/her representative and the Union.

Section 3: If the employee or group of employees and Union initiating the grievance is not satisfied with the report and/or decision at the conclusion of Stage 1, and wish to proceed further under this grievance procedure, the employee, employees or Union shall present the grievance to the Village Administrator within ten (10) working days following receipt of the determination of the immediate supervisor.

Section 4: If such grievance is not resolved to the satisfaction of the Union within
twenty (20) working days of its presentation to the Village Administrator in Section 3, then such grievance shall be referred to an impartial arbitrator mutually agreed upon by all parties. In the event all parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of the matter for arbitration, then an appointment of such arbitrator shall be made by the American Arbitration Association under its voluntary rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.

Section 5: At all stages of the grievance procedure requiring the filing of a written notice with an official of the Village, such notice shall be filed with the Village Clerk who shall affix a time stamp thereto and return a copy of the grievance with a time stamp to the Union representative filing the grievance.

ARTICLE XXI

NO STRIKE PLEDGE

The Union and the Village declare their adherence to the principle that differences between them shall be resolved by peaceful and appropriate means without interruption of municipal services. The Union agrees that there shall be no strikes, work stoppages or other concerted refusal to perform work by personnel covered by this Agreement nor any instigation thereof. Neither the Union, its officers or employees, nor any employee shall assert the right to strike against the Village, or shall advocate, assist or participate in such a strike, as prohibited by the Public Employment Act of 1967, as amended.

ARTICLE XXII

SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be declared to be contrary to law, then such provision shall not be applicable or performed or enforced and, all other provisions of this Agreement shall continue in full force and effect.
ARTICLE XXIII
MATTERS NOT COVERED

The parties agree that to the extent agreement is possible on negotiable items it has been reached in this Agreement and that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the term of this Agreement.

ARTICLE XXIV
MANDATORY CLAUSE

ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXV
SAFETY CLAUSE

Section 1: The Village shall maintain the facilities and equipment in a safe condition so as to not endanger the health and safety of employees.

Section 2: Employees represented by the Union shall give immediate written notice to the Village of any dangerous condition.

Section 3: The Village and the Union shall establish a Joint Safety Committee to discuss problems that may arise concerning health and safety of the Village and employees. The committee shall meet upon mutual agreement.

ARTICLE XXVI
UNIFORMS

Section 1: Uniforms shall be worn at work and the committee shall establish standards.
Section 2: The Village shall provide each member of the unit One Hundred ($100.00) Dollars each June to offset the cost of purchasing P.E.S.H. approved safety boots.

Section 3: Members of the unit shall be required to wear approved safety boots, I.D. badges (provided by the Village) and approved uniforms at all times while on duty. Any unit member who fails to do so may be disciplined including, but not limited to, being sent home to change into the approved uniform and being docked for the time they are absent from work to do so.

ARTICLE XXVII
SUBSTANCE ABUSE

The parties agree to the Substance Abuse, Treatment and Discipline program attached hereto as Appendix "B" (22 pages) and to the random drug testing policy attached hereto as Appendix "C", which shall be effective September 1, 2006.

ARTICLE XXVIII
TERM OF CONTRACT

The term of the Agreement shall be sixty (60) months. The term shall commence on June 1, 2011 and terminate on May 31, 2017.

FOR LOCAL 456, I.B.T.

By: Edward Doyle, Jr., President

Date:

FOR THE VILLAGE OF SLEEPY HOLLOW

By: Ken G. Wray, Mayor

Date:
# APPENDIX “A”

## VILLAGE OF SLEEPY HOLLOW

### DPW SALARY PROJECTION

<table>
<thead>
<tr>
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## APPENDIX “A”

### VILLAGE OF SLEEPY HOLLOW

#### DPW SALARY PROJECTION

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<td>Maintenance Mechanic</td>
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<td>(Stone Mason)</td>
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<td>76,213</td>
<td>78,130</td>
<td>80,096</td>
<td>82,111</td>
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Section 1: Statement of Policy

The Employer (Village of Sleepy Hollow) and the Union (Local 456, I.B.T.) recognize that the use and possession of intoxicating and controlled substances in the workplace constitutes a serious threat to the health and safety of all employees. The Employer and the Union are desirous of maintaining a safe, healthy, and productive work environment for all employees. To that end, the Union recognizes the Employer's right to promulgate a written policy regarding the illegal use and possession of intoxicants and controlled substances by employees.

Section 2: Treatment/Employee Assistance Program

The Employer and the Union recognize that an effective employee assistance program is a crucial component of the substance abuse policy. Employees with substance abuse problems are strongly encouraged to voluntarily seek self-help through an Employee Assistance Program (EAP). The Teamsters Employee Assistance Program (TEAP) may be utilized by employees and will provide information, guidance, and treatment for problems and illness on a confidential basis. Employees with substance abuse problems who do not voluntarily seek the assistance of an Employee Assistance Program in accordance with the terms of this Policy, or are found in violation of this Policy, shall be subject to discipline to the fullest extent permissible pursuant to the disciplinary procedure. Employees with substance abuse problems who voluntarily participate in the program, or those employees who are not subject to the U.S. Department of Transportation (DOT) Regulations and are referred to the program through the disciplinary procedure, shall be subject to the conditions as set forth below.

The Employer recognizes that an Employee Assistance Program handles many problems...
in addition to that of substance abuse. The relationship between the employee and an EAP is, and continues to be, of a confidential nature except as specifically provided herein.

Section 3: Voluntary Referral

A. Employees Assistance Program

Employees who voluntarily seek treatment for substance abuse in an Employee Assistance Program shall notify either the Mayor, the Union or the Employee Assistance Program (hereinafter referred to as the "EAP") of their desire to participate in the program. In the event the employee notifies the Union or the EAP, the Union or the EAP shall immediately notify and meet with the Mayor. If the employee notifies the Mayor, the Mayor shall notify the Union or the EAP selected by the employee who shall immediately meet with the Mayor. At this meeting the following items will be discussed and agreed to:

B. Conditions

The employee, the Mayor, the Union and the EAP shall sign an agreement accepting the terms and conditions under which the employee may participate in the EAP program. The agreement shall state the length and type of treatment and the employee’s obligation to follow the requirements of the program. In addition, the employee shall indicate his/her understanding and agreement to the release of information to the Union, the Mayor and EAP regarding his/her participation in the program. The agreement and information concerning the employee’s participation in the EAP shall be confidential and maintained in a manner to restrict access only to the employee, the Mayor, the Union and the EAP. Annexed to this Agreement as Form "B-36" is the Form Agreement which contains two pages (page 37 and 38) which shall be used for this purpose.

C. Civil Service Status

In the event the employee is serving in his/her probationary period, the employee
shall agree in writing to hold in abeyance the remainder of such probationary period until the employee returns to full duty. For employees who are serving in their probationary period, the Form Agreement annexed to this agreement as Form "B-38" shall apply which contains two pages (page 40 and 41). Conditions for leave of absence and continued tenure with the Village may vary depending on the civil service status of the employee, i.e. temporary, provisional, etc.

D. Pay Status

During the time of attendance in EAP and until such time as the Substance Abuse Professional (S.A.P.) advises the Village that the employee may return to work, the employee may use accumulated sick leave; and upon exhaustion of sick leave the employee may use accumulated personal and vacation leave. Upon exhaustion of any time balances the employee may have, the employee shall be placed on an unpaid leave of absence for the duration of EAP in facility treatment.

E. Release of Medical Information

The EAP shall provide the Mayor on a periodic basis, or at the request of the Employee or EAP, the following information concerning the employee’s progress in the EAP:

- The nature and duration of the in-facility treatment;
- The nature and duration of outpatient treatment;
- Progress reports as to the employee’s status in the program.

This information is confidential and shall be released by the EAP only to the Mayor and representatives designated by the Union.

F. Return to Work Following Inpatient Treatment

Upon the employee’s return to work, the EAP shall provide the Mayor and the Union representative with information concerning the nature of the employee’s outpatient treatment including date, time and location of required attendance in an outpatient treatment.
Section 4: Discipline

A. Performance Problems/Misconduct

An employee who commits an act of misconduct or whose work performance is unsatisfactory is subject to discipline. Disciplinary actions shall be conducted as provided in the disciplinary procedure. Employee participation in an EAP does not preclude the imposition of disciplinary penalty, if appropriate (Form B-41, pages 43 and 44).

B. Employee Admits Problem with Substance Abuse

If during the disciplinary process prior to imposition of penalty, the employee voluntarily admits to a substance abuse problem and to the misconduct or unsatisfactory work performance alleged, the employee shall be referred to an EAP for treatment. The disciplinary penalty for the misconduct or unsatisfactory work performance may be held in abeyance pending completion of EAP treatment or, if appropriate, may be imposed. If the employee does not admit to the alleged misconduct or unsatisfactory work performance, the disciplinary matter shall be decided pursuant to the disciplinary procedure and the disciplinary penalty, if any, shall be imposed.

The rights of the employee, the Employer and the Union with regard to disciplinary action shall be as provided in the contractual disciplinary procedure and nothing contained in this policy and procedure shall be construed to affect those rights.
C. Referral to EAP

Upon referral to EAP, the employee, the Mayor and the Union and the EAP, shall sign an agreement accepting the terms and conditions of the EAP program. The agreement shall state the length and type of treatment, the employee's obligation to follow the requirements for the program, and that the employee shall be subject to disciplinary action for failure to adhere to the program. In addition, the employee shall indicate his/her understanding and agreement to release of information to the Mayor and the Union regarding his/her participation in the program. The agreement and information concerning the employee's participation in the EAP shall be confidential and maintained in a manner to restrict access only to the employee, the Mayor and the Union. Annexed to this Agreement as Form "B-36" (page 37 and 38) is the Form Agreement which shall be used for this purpose.

During the time of attendance in EAP treatment, the employee may use accumulated sick leave; and upon exhaustion of sick leave, the employee may use accumulated personal and vacation leave. Upon exhaustion of time balances the employee may have, the employee shall be placed on an unpaid leave of absence for the duration of EAP treatment.

D. Return to Work Following Inpatient Treatment

Upon returning to work, the EAP shall provide the Mayor with information concerning the nature of the employee's outpatient treatment including date, time and location of required attendance in an outpatient treatment program. In the event the employee tests positive in a drug screening conducted pursuant to the rules and procedures of the EAP, the EAP shall notify the Mayor and the Union of such positive test result. Thereafter, the EAP, the Union, the employee and the Mayor shall discuss and agree on additional treatment for the employee or other action as may be required.
Section 5: Drug Testing

If an employee while on duty exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance, and the employee's supervisor, who is qualified pursuant to D.O.T. Regulations, has reasonable cause to believe, based on direct observation of the employee's conduct, performance or behavior, which indicates that the employee is under the influence of an intoxicating substance, or if the supervisor is provided with information from a reliable and credible source which is independently corroborated that the employee is engaging in use of or is under the influence of intoxicating substances while on duty, or that the employee is engaging in illegal use, possession, distribution or sale of a controlled substance or drug on duty, the supervisor shall meet with the employee and give the employee an opportunity to explain the conduct, performance and behavior. If the employee does not indicate a problem with substance abuse and the supervisor believes, based on reasonable cause, that the employee is under the influence of an intoxicating substance, the supervisor shall immediately make an oral report to the Mayor detailing the conduct, performance or behavior problems, which causes the supervisor to believe the employee may be under the influence of an intoxicating substance. The details of any dealings with the employee concerning his/her conduct, performance or behavior shall be included in a written report to the Mayor from the supervisor. The Mayor shall decide after review and consultation on the report, whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry. This may include meeting with the employee for purposes of providing the employee an opportunity to explain his/her conduct, performance or behavior. In the event such a meeting is held, the employee may request that a Union representative and/or legal counsel attend the meeting, but in no event shall the meeting be delayed for more than two (2) hours to accommodate the request. The investigation of the
employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee. Where reasonable suspicion is based on observations by a confidential informant, defined as an employee or agent of a governmental law enforcement or the Employer, the identity of the source shall not be disclosed, except for the name of the governmental agency involved. The Employer shall not be required to reveal the identity of a confidential informant in any proceeding, nor can evidence supplied by a confidential informant be suppressed because of refusal to identify the name of the source.

A direction to an employee to submit to drug or alcohol testing shall not be based solely on information provided by a confidential informant.

If the Mayor decides that the employee should be referred for drug or alcohol testing, the following procedure shall be followed:

(a) The employee shall be ordered to immediately submit to a drug and/or alcohol test and at the same time the employee shall be given a brief written statement of the basis for reasonable suspicion. Refusal to submit to the test or to cooperate during the testing procedure shall constitute grounds for disciplinary action.

(b) If the employee is ordered to submit to a test based on reasonable suspicion, the employee will be advised of the right to have a Union representative present for collection of the sample, but in no event shall collection be delayed for more than two (2) hours to accommodate the presence of a Union official.

(c) Disputes concerning the matter of reasonable suspicion to order a test will be referred to the contractual disciplinary review procedure in connection with charges preferred against the employee.

(d) The sample given by the employee shall be collected under the supervision of an
agent designated by the Mayor. Where practicable, the sample shall be collected at the designated agent's office or facility, or if said office/facility is not available, at a location designated by the Mayor for such purpose. The sample collection process shall be confidential with due regard for the dignity and privacy of the employee, and shall be performed in accordance with standards promulgated by the NIDA. During the course of the collection process, the employee shall cooperate with requests for information concerning use of medications and acknowledgment of giving of the specimen.

(e) The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is provided, the employee’s ability to have a second test performed may be adversely impacted.

(f) In the event the employee is ordered to submit to a test for the presence of alcohol, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Mayor.

(g) There shall be no direct observation of giving of a urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.

(h) In the case of urine, the sample given shall be divided into two aliquot. The sample will be given to a monitor who will mark and seal each sample to preserve the chain of custody of the samples. Thereafter, the samples shall be transported to the testing laboratory in a manner which shall insure the integrity and chain of custody of each sample.

(i) Both samples shall be delivered to a laboratory selected by the Employer which shall be duly licensed or certified for drug testing purposes by the NIDA. One sample shall be
used for purposes of testing by the laboratory and the second sample shall be maintained by the
laboratory in accordance with recognized procedures for purposes hereafter described.

(j) The designated laboratory shall initially perform the enzyme multiplied immunoassay test (EMIT) on the sample for the presence of drugs or controlled substances. A sample which tests positive shall be retested by the laboratory using the gas chromatography mass spectroscopy test (GC-MS). A test shall be deemed positive for the presence of drugs in accordance with standards issued by the NIDA.

(k) In the event the confirmatory GC-MS test result is negative, then the sample shall be deemed negative for the presence of prohibited substances and no report shall be made to the Mayor or to the employee on the test results and the existence of test or its results shall not be used in any manner in any proceeding between the Employer and the employee. If the confirmatory GC-MS test result is positive, the laboratory shall provide copies of the test results to the Mayor, the employee, the Union and the employee's representative.

Section 6: Employee Request for Retesting

(a) After collection and testing, both samples shall be maintained by the Employer's designated laboratory in accordance with appropriate procedures for a period of time to be agreed to by the parties.

(b) After the employee receives notice of a confirmed positive test from the Employer's laboratory, the employee may make written request within seventy-two (72) hours to the Employer's designated laboratory for a test of the second sample. The employee may request that the second sample be sent to a laboratory selected by the employee which shall be duly licensed or certified for drug testing purposes by the NIDA. The selected laboratory shall be responsible for pick-up and transport of the sample, and it shall insure chain of custody. The employee shall be responsible for all costs associated with the second test and shall make
arrangements for payment with the selected lab. The second test for confirmation of the first positive result shall be deemed positive for the presence of intoxicating substances in accordance with standards issued by the NIDA. The results of the second test shall be sent to the Mayor, the employee, the Union and the employee's representative.

Section 7: Continuation of Disciplinary Procedure

If the results of the two (2) tests administered, as referred to in Sections 5-f and 5-j above, are positive for the presence of a prohibited substance, the employee shall be subject to discipline which may include termination when legally permissible. Regardless of the test results, the employee may also be subject to disciplinary action for the misconduct or unsatisfactory work performance for which the employee was originally called before the supervisor.

Section 8: Mandatory Testing Following Work place Accident

Any employee who is involved in a work place accident which results in personal injury to any individual and/or substantial damage to equipment, machinery or a facility may be required to submit to a mandatory drug test as provided in this procedure. Refusal on the part of the employee to submit to the drug test shall be considered as misconduct and shall subject the employee to disciplinary action.

Section 9: Failure to Follow EAP Conditions

A. Originally Voluntarily Self-Referral

If the employee was a voluntary self-referral pursuant to Section 3 above and the employee violates any of the original or subsequent conditions set forth in the EAP agreement; or if the employee tests positive in a prohibited substance screen conducted by the EAP, or if the employee voluntarily admits a violation of the EAP conditions, the EAP shall provide the Mayor, the employee and the Union with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. In the
event the employee is required to undergo additional inpatient treatment, the employee may use accumulated sick leave, and upon exhaustion of sick leave, the employee may use accumulated personal and vacation leave. Upon exhaustion of leave time balances or in the event the employee has no accumulated leave time, the employee shall be placed on an unpaid leave of absence pursuant to Section 73 of the Civil Service Law for the period required for inpatient treatment, but not in excess of one (1) year.

The EAP Agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

B. Originally Disciplinary Referral

(1) Voluntarily Admits Violation of EAP Conditions

If the employee was originally referred to EAP as a result of a disciplinary action taken as provided in Subsection 4 above and the employee voluntarily admits to violation of any of the original or subsequent conditions set forth in the EAP Agreement, the EAP shall provide the Mayor, the employee and the Union with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. The Mayor shall review the disciplinary penalty being held in abeyance and may implement such penalty in full or in part, or take other action the Employer deems necessary. If the employee is permitted to undergo additional inpatient treatment, the employee may use accumulated sick leave, and upon exhaustion of sick leave, the employee may use accumulated personal and vacation leave. Upon exhaustion of leave time balances or in the event the employee has no accumulated leave time, the employee shall be placed on an unpaid leave of absence pursuant to Section 73 of the Civil Service Law for a minimum period required for treatment, but not in excess of one (1) year. The EAP agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.
(2) Violation of EAP Condition not Voluntarily Disclosed

If the employee was originally referred to EAP as a result of a disciplinary action taken as provided in Section 4 above, and the employee violates any of the original or subsequent conditions set forth in the EAP Agreement, or if the employee tests positive in a drug screening conducted by EAP, the EAP shall provide the Mayor, the Union and the employee with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. The Employer shall review the disciplinary penalty being held in abeyance and shall implement such penalty in full or in part, or take other action the Employer deems necessary. If the employee is permitted to undergo additional inpatient treatment, the employee shall be placed on an unpaid leave of absence pursuant to Section 73 of the Civil Service law for a minimum period required for inpatient treatment, but not in excess of one (1) year.

The EAP Agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

C. Discovery of Failure to Follow EAP Conditions in a Subsequent Disciplinary Matter

Employees who are in an EAP voluntarily or as the result of a disciplinary matter who engage in misconduct or poor work performance and/or are discovered to have violated EAP conditions shall be subject to the disciplinary process for the misconduct or poor work performance and/or violation of the EAP conditions.

Section 10: Third Request for Treatment

An employee who is found, by voluntary admission or testing, to be under the influence of an intoxicating substance after two (2) prior opportunities for treatment may be subject to termination or be given an opportunity to resign his/her position. There is no requirement that the Employer to allow EAP treatment to an employee for substance abuse after two (2) prior
treatment opportunities. In the event that the employee has at any time during this procedure elected to use the services of the TEAP, the TEAP is not required to provide services to the employee for a third instance of alcohol and/or drug abuse.

Section 11: Review of Policy and Procedure

The Employer and the Union agree to meet periodically to review, and if appropriate agree to amend this procedure to insure that it remains consistent with current State and Federal law.

Section 12: The Mayor may designate a qualified supervisor, qualified pursuant to Section 382.603 of the Federal Motor Carrier Regulations, to assume the administration of this Policy.

§382.603. Training for supervisors.

Each employer shall ensure that all persons designated to supervise drivers receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by the supervisors to determine whether reasonable suspicion exists to require a driver to undergo testing under §382.307. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
Employee Name: ________________________________

Title: _________________________________________

Inpatient Treatment Program: ______________________

Period of Attendance: _____________________________

AGREEMENT TO CONDITIONS:

I, ____________________________________________, understand and agree to the following conditions concerning my participation in an Employee Assistance Program (hereinafter referred to as "EAP") in connection with my substance abuse problem. I understand and agree that I shall adhere to all requirements of the ____________________________Treatment Program which I will attend from _________________ to _________________. I understand and agree that the information concerning my participation and status in this treatment program will be released to the Mayor, a representative of Local 456, I.B.T. and a representative of the Employee Assistance Program (EAP). I also understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.
I have read the terms and conditions concerning my participation in an outpatient treatment program which are set forth in Part B of this document. I accept and agree to the terms and conditions concerning outpatient treatment.

ACCEPTED AND AGREED TO:

(Signature of Employee)-----------------

(Print Name)---------------------

Dated:__________________________

REVIEWED AND AGREED TO:

FOR TEAMSTERS LOCAL 456, I.B.T.-----------------

FOR THE VILLAGE OF SLEEPY HOLLOW-----------------

(Signature)-----------------

(Print Name)---------------------

(Date)---------------------

FOR THE EAP-----------------

(Signature)-----------------

(Print Name)---------------------

Date:__________________________
FORM “B-14” - PART B - TERMS AND CONDITIONS

EMPLOYEE PARTICIPATION IN OUTPATIENT TREATMENT PROGRAM

Employee Name:

Title:

Outpatient Treatment Program:

Day, Time and Location of Attendance:

AGREEMENT AND CONDITIONS:

I, understand and agree to the following conditions in connection with my return to duty and participation in the above-referenced outpatient treatment program. I understand and agree that I shall adhere to all requirements of the Treatment Program which I will attend on the day(s), time(s) and location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to the Mayor, a representative of the Union and a representative of the Teamsters Employee Assistance Program (TEAP). I also understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

ACCEPTED AND AGREED TO:

(Signature of Employee) Dated:

FOR TEAMSTERS LOCAL 456, I.B.T

(Signature) (Print Name) (Date)

FOR VILLAGE OF SLEEPY HOLLOW

(Signature) (Print Name) (Date)

FOR THE EAP

(Signature) (Print Name) Date:
Employee Name: ________________________________

Title: _______________________________________

Inpatient Treatment Program: __________________________

Period of Attendance: __________________________

AGREEMENT TO CONDITIONS:

I, ___________________________________________, understand and agree to the following conditions concerning my participation in an Employee Assistance Program (hereinafter "EAP") in connection with my substance abuse problem. I understand and agree that information concerning my participation and status in this treatment program will be released to the Mayor, a representative of the Union and a representative of the Teamster Employee Assistance Program (TEAP). I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the person described above.

I have read the terms and conditions concerning my participation in an outpatient treatment program which are set forth in Part B of this document. I accept and agree to the terms and conditions concerning outpatient treatment.
I further understand and agree that the period of my probationary service shall be held in
abeyance during the time of my participation in the treatment program and until my return to full
duty-employment with the Village; that is, until I am able to return to full duty employment with the
Village of Sleepy Hollow, I will not accrue any further time for purposes of my probationary period
in my title.

ACCEPTED AND AGREED TO:

(Signature of Employee) Dated: ____________________________

REVIEWED AND AGREED TO:

FOR TEAMSTERS LOCAL 456, I.B.T. FOR VILLAGE OF SLEEPY HOLLOW

(Signature) (Signature)

(Print Name) (Print Name)

(Date) (Date)

FOR THE EAP

(Signature) ____________________________ Date:______

(Print Name)
TERMS AND CONDITIONS

EMPLOYEE PARTICIPATION IN OUTPATIENT TREATMENT PROGRAM

Employee Name: ____________________________

Title: ______________________________________

Outpatient Treatment Program: ____________________________

Day, Time and Location of Attendance: ____________________________

AGREEMENT AND CONDITIONS:

I, ___________________________________________, understand and agree to the following conditions in connection with my return to duty and participation in the above-referenced in-facility treatment program. I understand and agree that I shall adhere to all requirements of the Treatment Program which I will attend at the location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to the Mayor, a representative of the Union and a representative of the Teamsters Employee Assistance Program (TEAP). I also understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

ACCEPTED AND AGREED TO:

_________________________________________ Dated:
(Signature of Employee)

REVIEWED AND AGREED TO:

FOR TEAMSTERS LOCAL 456, I.B.T

_________________________________________
(Signature)

_________________________________________
(Print Name)

_________________________________________
(Date)

FOR VILLAGE OF SLEEPY HOLLOW

_________________________________________
(Signature)

_________________________________________
(Print Name)

_________________________________________
(Date)

FOR THE EAP

_________________________________________
(Signature)

_________________________________________
(Print Name)

_________________________________________
(Date)
FORM "B-41"

TERMS AND CONDITIONS

VILLAGE OF SLEEPY HOLLOW
AND
LOCAL 456, I.B.T

EMPLOYEE DISCIPLINARY PARTICIPATION IN
SUBSTANCE ABUSE TREATMENT PROGRAM

Employee
Name:

Title:

Inpatient Treatment Program:

Period of Attendance:

AGREEMENT TO CONDITIONS:

I, ____________________________, understand and agree to the following conditions concerning my participation in the Village of Sleepy Hollow and Employee Assistance Program (hereinafter referred to as "EAP") in connection with my substance abuse problem. I understand and agree that information concerning my participation and status in this treatment program will be released to the Mayor and a representative of the Union. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

I have read the terms and conditions concerning my participation in the facility and the outpatient treatment program which are set forth in this document. I accept and agree to the terms and conditions concerning in-facility and outpatient treatment.

I acknowledge and admit that I am guilty of the following disciplinary charges which have been preferred against me.
I understand and agree that the disciplinary penalty set forth below is being held in abeyance at the sole discretion of the Village of Sleepy Hollow and that this penalty may be imposed at any time within twenty-four (24) months following my return to work at the discretion of the Village of Sleepy Hollow.

ACCEPTED AND AGREED TO:

(Signature of Employee)  Dated:

REVIEWED AND AGREED TO:

FOR TEAMSTERS LOCAL 456, I.B.T

(Signature)  (Print Name)  (Date)

FOR VILLAGE OF SLEEPY HOLLOW

(Signature)  (Print Name)  (Date)

FOR THE EAP

(Signature)  (Print Name)  (Date)
PART B
TERMS AND CONDITIONS
EMPLOYEE PARTICIPATION IN OUTPATIENT TREATMENT PROGRAM

Name of Employee: ____________________________

Title: ____________________________

Outpatient Treatment Program: ____________________________

Day, Time, and Location of Attendance: ____________________________

AGREEMENT AND CONDITIONS:

I, ____________________________, understand and agree to the following conditions in connection with my return to duty and participation in the above-referenced outpatient treatment program. I understand and agree that I shall adhere to all requirements of the ____________________________ Treatment Program which I will attend on the day(s), time(s) and location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to the Mayor and a representative of the Union. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

ACCEPTED AND AGREED TO:

(Signature of Employee) Dated: ____________________________

REVIEWED AND AGREED TO:

FOR TEAMSTERS LOCAL 456, I.B.T FOR VILLAGE OF SLEEPY HOLLOW

(Signature) (Signature)

(Print Name) (Print Name)

(Date) (Date)

FOR THE EAP

(Signature) (Print Name) (Date)