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Contract Database Metadata Elements

Title: Briarcliff Manor, Village of and Briarcliff Manor Rank and File Unit, CSEA Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2004)

Employer Name: Briarcliff Manor, Village of

Union: Briarcliff Manor Rank and File Unit, CSEA, AFSCME, AFL-CIO

Local: 1000, Westchester County Local 860

Effective Date: 06/01/04

Expiration Date: 05/31/09

PERB ID Number: 7526

Unit Size: 36

Number of Pages: 60

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AGREEMENT

by and between the

VILLAGE OF BRIARCLIFF MANOR

and

CSEA, Local 1000 AFSCME, AFL-CIO

Village of Briarcliff Manor Rank & File Unit
Westchester County Local 860

June 1, 2004 - May 31, 2009
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AGREEMENT entered into this 22nd day of March, 2006 by the VILLAGE OF BRIARCLIFF MANOR (Village) and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME-AFL/CIO, VILLAGE OF BRIARCLIFF MANOR UNIT (CSEA).

ARTICLE 1
UNION RECOGNITION AND CHECKOFF

(1) The Village has previously recognized and does hereby recognize the CSEA, Inc., Local 1000, AFSCME-AFL/CIO, Village of Briarcliff Manor Unit, as the exclusive bargaining agent for the employees in the bargaining unit consisting of all full-time Village employees in the Public Works Department. The Park Groundsmen of the Recreation Department are also included.

(2) The Village agrees, upon presentation to it of a dues deduction authorization signed by an employee within the bargaining unit, to make a deduction from the wages of such employee of an amount equal to the dues of the CSEA and to pay over said amount to the CSEA. The Village shall remit all such dues to the CSEA biweekly with a list of the employees from whose wages such deductions are made. A dues deduction authorization may be revoked at any time by written notice from the employee to the Village. The Village agrees to provide an Agency Shop.

(3) The Village agrees, upon presentation to it of an authorization card signed by an employee, to make one deduction per month from the wages or salary of such employee, in an amount equivalent to the contributions the employee is making to group insurance and other benefit plans sponsored by CSEA, and to remit the amount deducted to CSEA. CSEA and each employee understands and agrees that this payroll deduction is merely an accommodation to the employee and the CSEA, and by agreeing to undertake it, the Village does not endorse, participate in, or become in any way liable to the employee or CSEA in any respect with regard to the benefit plans to which the employee is contributing.

(4) Time off will be granted to one employee designated as CSEA delegate to attend the CSEA Convention in the State of New York, with time off limited to four workdays and not exceeding one trip every three years. Designation to occur one (1) month prior to convention.

ARTICLE 2
HOURS OF WORK AND OVERTIME

(1) Workweek - Workday. The workweek shall be based on five days per week and forty hours per week. In addition, the workweek shall be Monday through Friday - 7:00 a.m. to 3:30 p.m. This shall not apply to Water personnel and Parks personnel.

(2)(a) Refuse Collection. Upon prior notification, i.e., the prior workday, a highway employee may be assigned to the normal refuse collection schedule and shall, upon completion of the run, be credited for a full day’s work. However, the Sanitation staff must work to at least 12:30 pm. In an emergency, i.e., an a.m. call out, the normal starting time will apply, i.e., 6 a.m., and, upon satisfactory completion of the run, the employee will be credited for a full day’s work.

(2)(b) However, although it is understood and agreed that a sanitation worker works an incentive schedule to at least 12:30 pm said schedule does not preclude the employee (s) from working an eight (8) hour work day on those occasions when it is deemed necessary by the Village, including but not limited to drug testing pursuant to Appendices C and D.
(3) **Lunch Period.** The lunch period shall be from 12:15 p.m. to 1:00 p.m., with a morning coffee break not to exceed 15 minutes. The employee’s supervisor may adjust the time for the lunch period due to critical work in the field. Employees shall record their actual lunch period on their time cards. Any employee who desires to purchase lunch must use his/her own vehicle.

(4) **Overtime.** Time and one-half shall be paid for all hours worked over forty hours per week. Time and one-half shall be paid for work performed on Saturday and Sunday, if an employee has already worked forty hours in said week. The Village shall make a reasonable attempt to distribute overtime evenly among employees, where feasible, and shall maintain and post records of distribution of overtime on a monthly basis. Authorized day of leave shall be deemed a day worked in computing the basic forty-hour workweek.

(5) **Attendance after Overtime.** An employee who establishes a pattern of sick leave on regularly scheduled workdays after overtime periods of 14 hours or more shall, thereafter, be required to work the following regularly scheduled workday to qualify for overtime.

(6) **Off-Hour Minimum.** Should off-hour work be completed in any workweek but the employee not complete forty hours of paid time in said week, the off-hour time shall be paid at the non-overtime rate.

(7) **Compensatory Time.** Time and one-half shall be the basis for any time over forty hours per week worked by agreement with a supervisor to accumulate additional time off in the future. Employees may accumulate up to a maximum of eighty (80) hours of compensatory time but may only use up to forty (40) hours within a calendar year. At the time of separation, any unused compensatory time shall be paid at the employee’s then current salary rate.

(8) **Minimum Absence for Accrued Time.** All accrued absence time, i.e., vacation, compensatory, or sick, shall be taken in increments not less than half a workday. With the Department Superintendent’s approval, less periods may be approved if in his judgment the shorter period enhances departmental productivity.

**ARTICLE 3**

**CALL IN**

(1) When an employee, after leaving his/her place of work, is called in and reports for work other than during his/her regular scheduled work period, such employee shall be given a minimum of three hours at the applicable overtime rate. Employees shall be paid any applicable overtime for such hours. Up to one-half hour of travel time shall be provided for those employees living within a 15-mile radius of the Public Works building. Those employees living beyond 15 miles of the Public Works building shall be allowed 45 minutes travel time when responding. Those employees living beyond 30 miles of the Public Works building shall be allowed one (1) hour travel time when responding. Those employees not meeting this time criteria shall be paid for two (2) hours of call-in time. Those employees meeting this time criteria shall be paid for three (3) hours of call-in time.

(2) In the event an employee is called in two hours prior to the regular starting time, the employee shall receive time and one-half plus travel pay. If called in less than two hours prior to the regular starting time, the employee shall receive time and one-half plus travel time for all time worked prior to the normally scheduled starting time. When recalled, the employee shall in no case be required to remain at the work site once the task for which he/she has been recalled is satisfactorily completed and no other emergency arises.
ARTICLE 4
WAGES

(1)(a) Each employee shall be paid in accordance with the salary structure specified in Exhibit A attached hereto for the classification to which the employee has been assigned. A series of step advancements is provided for in each position.

An employee shall progress one (1) step (if not in the highest step) on the anniversary date of his/her appointment to a position based upon his/her job performance.

It is further understood and agreed to that salary step increments are in no sense automatic nor are they to be considered as earned solely due to the passage of time. Salary Step Increments as previously referred to are subject to the approval of the respective departmental Superintendent. Such approval shall not be unreasonably withheld.

Movement of steps shall be based upon a satisfactory Performance Evaluation by the employees Department Head or his/her designee directed to perform the Performance Evaluation.

Any denial of a step must be supported by written documentation dealing solely with the employee’s performance or attendance or conduct or a combination of these factors and must be communicated to the employee in writing at least thirty (30) calendar days prior to the increment date.

The denial of a Salary Step Increment is subject to the grievance procedure included in Article 15, Arbitration and Discipline.

1(b) In addition, based on his/her job performance, two (2) steps may be awarded to any employee annually by the Superintendent; any such award shall be posted on the bulletin board within 15 days of the anniversary date.

1(c) Contractual Salary Increases for the June 1, 2006 through May 31, 2009 Agreement are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Start Date</th>
<th>End Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>June 1, 2004 - May 31, 2005</td>
<td>Three and one-quarter percent (3.25%)</td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td>June 1, 2005 - May 31, 2006</td>
<td>Three percent (3.00%)</td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td>June 1, 2006 - May 31, 2007</td>
<td>Three percent (3.00%)</td>
<td></td>
</tr>
<tr>
<td>Year 4</td>
<td>June 1, 2007 - May 31, 2008</td>
<td>Three percent (3.00%)</td>
<td></td>
</tr>
<tr>
<td>Year 5</td>
<td>June 1, 2008 - May 31, 2009</td>
<td>Three percent (3.00%)</td>
<td></td>
</tr>
</tbody>
</table>

(2)(a) During this Agreement, each eligible employee shall receive a longevity payment which shall be calculated by increasing the previous year’s scale by the same percentage as any salary increase.
<table>
<thead>
<tr>
<th>Completion of Years of Service</th>
<th>After 7</th>
<th>After 12</th>
<th>After 17</th>
<th>After 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>2004-2005</td>
<td>$786</td>
<td>$943</td>
<td>$1,227</td>
</tr>
<tr>
<td>Year 2</td>
<td>2005-2006</td>
<td>$821</td>
<td>$978</td>
<td>$1,262</td>
</tr>
<tr>
<td>Year 3</td>
<td>2006-2007</td>
<td>$856</td>
<td>$1,013</td>
<td>$1,297</td>
</tr>
<tr>
<td>Year 4</td>
<td>2007-2008</td>
<td>$896</td>
<td>$1,053</td>
<td>$1,337</td>
</tr>
<tr>
<td>Year 5</td>
<td>2008-2009</td>
<td>$936</td>
<td>$1,093</td>
<td>$1,377</td>
</tr>
</tbody>
</table>

(2)(b) Longevity shall be based upon the anniversary date of employment with the Village of Briarcliff Manor and qualifications for a longevity payment shall be based upon the number of years with the Village as of November 30 prior to the December payment.

Longevity shall be paid in one (1) lump sum in a separate payment on the closest payday to December 1, each year.

(3) An employee assigned to perform the duties of a classification higher than his/her regular classification shall be paid the rate for the higher classification, except where such assignment is for a period of less than half a workday (four hours). Said employee shall receive the same rate of the employee he/she is replacing. Any conflict shall be resolved on the basis of seniority.

(4) An employee assigned to perform the duties of a classification lower than his/her regular classification shall be paid at the rate of his/her regular classification.

(5) When replacing a Motor Equipment Operator (MEO) in the Sanitation Department, on an out-of-title basis, the Village shall assign the least senior Laborer with a Commercial Driver’s License (CDL) in Sanitation, to this position. If no one is available, then the least Senior Laborer with a Commercial Driver’s License (CDL), outside of Sanitation, shall be assigned.

(6) Nothing in this Agreement shall limit the right of the Village to employ seasonal employees at such rates as may be determined by the Village.

ARTICLE 5

JOB OPENINGS AND PROMOTIONS

(1) Newly created Union positions or Union vacancies in existing jobs which the Village decides to fill, shall be posted on the bulletin board for a period of 15 days and employees shall be given the opportunity to bid for such jobs. The Village shall expeditiously fill the jobs to the extent possible by promotion of qualified employees with seniority as one of the considerations, when replacement is deemed necessary by the Department Superintendent.

(2) An employee may at any time indicate his/her desire to be promoted or transferred to another job when a vacancy occurs in that job. The Village shall endeavor, at its sole discretion, to train an employee for a job in advance of an opening in said job.

(3) It is understood that, with respect to job assignments within particular job titles, seniority shall be considered when more than one (1) employee is available for a job assignment. The Superintendent shall make every effort to accommodate any reasonable request for a change in a regular assignment or new assignment provided, however, that this shall in no way interfere with or impinge upon the Village’s ability to accomplish its mission or provide the best quality of service to the public. All job descriptions shall be appended hereto and shall be the most
current job descriptions available from Westchester County Department of Human Resources at the time of execution of this collective Bargaining Agreement." ("CBA")

There is no guarantee that the job descriptions are the most current job descriptions for the respective position any date after the execution of the CBA.

ARTICLE 6
VACATIONS

(1) Vacation shall be accrued bi-weekly and based upon the fiscal year of the Village.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Days</th>
<th>Calculations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire date through completion of 1 Year of Service</td>
<td>5/6 of one day per month</td>
<td>5/6 of one day per month</td>
</tr>
<tr>
<td>1 through completion of 5 Years of service</td>
<td>10</td>
<td>5/6 of one day per month</td>
</tr>
<tr>
<td>6 through completion of 10 Years of service</td>
<td>15</td>
<td>1 ¼ days per month</td>
</tr>
<tr>
<td>11 through completion of 20 Years of service</td>
<td>20</td>
<td>1 2/3 days per month</td>
</tr>
<tr>
<td>21 and Greater</td>
<td>25</td>
<td>2 1/12 days per month</td>
</tr>
</tbody>
</table>

The foregoing shall not be applied retroactively.

(2) Employees with at least ten years of service may opt to receive up to two weeks payment in cash in lieu of vacation; employees with at least five years of service may opt to receive up to one week’s payment in cash in lieu of vacation.

(3) An employee who will be on vacation on a regular scheduled pay day may request vacation pay in advance of the pay day. Three (3) weeks notice must be given in writing on a form to be provided for by the Village for each payment request.

(4)(a) Seniority shall be the determining factor in resolving any conflicts in vacation scheduling, up to a ten day maximum.

(4)(b) Effective the date of ratification and thereafter, vacation selection for CSEA Unit I Water Department employees shall occur based upon seniority. Should there be a conflict in any vacation selection of CSEA Unit I Water Department employees, the employee with the greater seniority shall receive his/her vacation selection. However, in the following year, should there be a conflict in any vacation selection of CSEA Unit I Water Department employees, the senior employees who received their vacation selection, shall be moved to the bottom of the vacation selection list for that year.

(5) Employees may carry over into the first six months of the following calendar year up to ten days of vacation.

ARTICLE 7
PERSONAL AND BEREAVEMENT LEAVE WITH PAY

(1) Personal Leave. The Superintendent of Public Works and the Superintendent of Recreation shall have the authority, subject to the operating needs of the Department, to approve a limited amount of “personal” leave with pay, not to exceed three workdays per year in the case of
emergencies, such as, but not limited to: Court summons, tax interviews, urgent financial or legal settlements and religious observances.

Employees must request personal leave at least forty-eight hours in advance; unless the employee can demonstrate that the emergency arose in a manner that made impossible such an advance request. Any unused personal leave shall be forwarded to sick leave at the end of each calendar year.

(2) Bereavement Leave. Up to four work days leave with pay for each occurrence shall be granted for a death in the employee’s immediate family. In the event of extenuating circumstances in connection with a death in the employee’s immediate family, the Village Manager may allow an employee to use his/her other forms of leave (personal leave, compensatory time, and/or earned vacation time) in conjunction with the contractual bereavement entitlement and may waive any time requirements associated with requesting such leave. Upon the death of a close relative not of the immediate family, the Village Manager may waive any time requirements for the requesting and granting of leave. “Immediate family” shall mean parent, guardian, wife, husband, child of employee, brother, sister, mother-in-law, father-in-law, grandparents of employee or spouse, or other relative living with the employee.

One (1) work day leave with pay for each occurrence shall be granted for a death of an employees’ Aunt or Uncle.

ARTICLE 8
SICK LEAVE

(1) The Village will provide wage continuation on regularly scheduled working days for each regular employee who is unable to work because of accident or sickness, for a period not to exceed the number of days of benefits the employee has accumulated under the provisions of the plan described in this Article.

It is further understood that the use of such leave includes being unable to return to work the day after working on an overtime basis.

However, in order to qualify for sick leave immediately after working on an overtime basis, the following criteria must be met:

(a) The employee(s) must have worked 24 consecutive hours.

(b) Each employee may use sick leave no more than two (2) times under these circumstances per fiscal year.

(c) There shall be a limit of three (3) employees for each occasion.

(d) Eligibility shall be determined on a rotating basis starting with the most senior employee with the Village.

(2) Each employee shall receive one day of benefits for each month of employment with the Village, from which credited sick leave there shall be deducted the number of days the employee was absent due to inability to work because of illness or accident. The benefit shall be accrued bi-weekly. An employee shall provide an attending physicians statement after three (3) consecutive days of sick leave.

(3) Annually up to 10 days of unused sick time which exceeds 200 days shall be reimbursed at the rate of $100 per day, at the request of any employee who requests such payment.
(4) To establish eligibility for benefits, an employee may be required to show evidence, which in
the Village's judgment is satisfactory to demonstrate that the employee was prevented by accident
or sickness disability from performing his/her normal work assignments. Such satisfactory
evidence may include an attending physician's statement attesting that the employee's disability
precluded the employee from performing regular work assignments and/or at its expense and
discretion may have a physician of its own choice examine any employee who seeks benefit
payments to determine if the employee was not able to perform regular work assignments.

(5) Persons found to be using sick leave for other purposes shall be subject to disciplinary action as
defined in Appendix B.

(6) Amounts of daily benefits will be the straight-time the employee would have received on the
regularly scheduled working days he/she would have worked but for the disability.

(7) Employees who have exhausted their regular sick leave, vacation and other credits may be
granted extended sick leave upon recommendation of the superintendent of Public Works or the
Superintendent of Recreation and the approval of the Village Manager at one-half pay for a period
not to exceed one biweekly pay period for each complete year of service. This provision shall be
intended to help those employees who have not abused their sick leave credits.

**ARTICLE 9**

**HOLIDAYS**

(1) Holidays with pay for all full-time employees, with the exception of employees assigned to
Sanitation, shall be as follows:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day*</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>Kings Birthday</td>
<td>Election Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Veteran's Day</td>
</tr>
<tr>
<td>Good Friday (1/2 Day)</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Eve (1/2 Day)*</td>
</tr>
<tr>
<td>Independence Day*</td>
<td>Christmas Day*</td>
</tr>
<tr>
<td>Labor Day</td>
<td>One Floating Holiday</td>
</tr>
</tbody>
</table>

a. Effective February 23, 2006-Washington and Lincoln's Birthday shall be eliminated and
   from said that date forward, Presidents Day and one floating holiday shall be observed.

b. An employee required to work on the aforementioned holidays, excluding the holidays
   marked with an asterisk, shall receive two times the employee's hourly wage rate (based
   on 2080 hours per year) in addition to his/her regular day's wages.

c. In the event said holiday falls on Saturday, the holiday shall be observed on the
   preceding Friday. In the event said holiday falls on Sunday, the holiday shall be
   observed on the following Monday. In this event, the premium holiday pay would only
   be paid for the Friday or Monday, if ordered to work.

d. If an employee is required to work on the date the holidays noted with an asterisk (New
   Year's Day, Independence Day, Christmas Eve and Christmas Day) are observed by the
   Village, the employee shall receive time and one half (1 1/2) his/her regular rate of pay.

e. If an employee, including those employees in the Sanitation Department, are required to
   work on the actual date of the holidays noted with an asterisk (New Year's Day,
   Independence Day, Christmas Eve and Christmas Day), the employee shall be paid two
(2) times his/her regular rate of pay. On Christmas Eve day, premium pay shall only be provided after the employee has worked the half day.

f. If an employee is required to work on the ½ day holiday of Good Friday, no premium pay shall be granted but commensurate time off in equal hours will be granted. If an employee working in the Sanitation Department is called back to work after the completion of their route on Good Friday, no premium pay shall be granted but commensurate time off in equal hours will be granted.

g. Starting in November 2006 and thereafter in November of each year, labor and management shall meet, with an equal number of representatives from labor and management, to designate the floating Holiday for the following calendar year.

(2) Sanitation Employees:

Holidays with pay for all full-time Sanitation employees, shall be as follows:

- New Year’s Day*
- Presidents Day
- Good Friday (1/2 Day)
- Memorial Day
- Independence Day*
- Labor Day
- Thanksgiving Day
- Christmas Eve (1/2 Day)*
- Christmas Day*

Sanitation employees, regardless of the time when they complete their routes, shall be given four (4) hours of compensatory time on the ½ day holidays of Good Friday and Christmas Eve. On Christmas Eve day, premium pay shall only be provided after the employee has worked the half day.

If an employee working in the Sanitation Department is required to work on the date the holidays noted with an asterisk (New Year’s Day, Independence Day and Christmas Day) are observed by the Village, the employee shall receive time and one half (1 ½) his/her regular rate of pay. If an employee working in the Sanitation department is called back to work after the completion of his/her route on Christmas Eve, the employee shall receive time and one half (1 ½) his/her regular rate of pay.

Sanitation employees shall receive compensatory time (8 hours per day) for five (5) holidays per year received by other represented employees and not observed by Sanitation employees. Sanitation employees shall take the 40 hours of compensatory time in the calendar year in which the holidays fall. If a laborer is required to fill in for Sanitation employee on a designated holiday for non-Sanitation employees, that employee shall receive compensatory time for the said work day (8 hours of compensatory time). This section of the agreement shall be revisited at the end of 2006 to determine whether the provisions herewith continue to work for all employees assigned to Sanitation and employees in Highway commonly called to work in Sanitation in the absence of Sanitation employees.

(See Article 9 - Holidays, Section 1, Paragraphs a, b and c).

**ARTICLE 10**

**HEALTH AND RETIREMENT**

(1) All regular full-time employees are eligible to participate in the health plans and retirement plan defined as follows:
(a) Health:

The Village shall provide medical benefits (family/individual) under the Empire Plan (CORE plus Medical and Psychiatric Enhancements)

(i) The Village may change health insurance carriers, which term shall include self insurance, for employees in the Bargaining Unit subject to the following:

a. Coverage must provide benefits equivalent to the coverage provided under the then current Empire Core Plus Medical and Psychiatric Enhancements Health Insurance Plan. Coverage under this provision may include self insurance.

b. Any contemplated changes in carrier (including self insurance) and/or coverage, must notify CSEA at least sixty (60) days prior to implementation.

c. CSEA reserves the right to move immediately to binding arbitration should any benefit provided by a carrier or plan other than the then current Empire Core Plus Medical & Psychiatric Enhancements Health Insurance Plan be diminished below the schedule provided by the Empire Plan in use during the term of this Agreement.

d. The employer will maintain continuity of coverage.

e. After retirement, the Village shall provide health coverage under its current health insurance plan on the basis of 100% for the former employee, his/her spouse and children of the employee until they reach age 19, or when they reach age 25 if enrolled in an accredited educational institution on a full-time basis.

f. Those employees hired after June 1, 1991, shall be subject to a deduction of $500 per year in each of the first five years of employment to partially reimburse health insurance premiums.

g. For those employees working for the Village as of the ratification date of this agreement and who have completed ten (10) or more years of service with the Village as of June 1, 2005, the employee shall not be required to make any employee contribution to the annual health insurance plan/premium. In calculating years of service with the village, all employees shall be given credit for service since their date of employment with the Village.

h. For those employees working for the Village as of the ratification date of this agreement and who have not completed ten (10) or more years of service with the Village as of June 1, 2005, the employee shall be required to make an employee contribution to the annual health insurance plan/premium until the completion of their tenth (10th) year of service with the Village. After the completion of (10) years of service, based upon the employees’ anniversary date of employment with the Village, the Village shall assume the cost of the primary health plan including the annual health insurance premium.

Employees with less than ten (10) years of service with the Village shall be required on an annual basis to contribute ten (10%) percent of the cost of the health insurance premium or two and one-half (2 ½%) percent of their gross salary income, whichever is lower. The amount of the annual employee contribution is based upon two (2) factors, the employees’ number of years of service and the “Base Premium Credit Formula.” as found immediately below.

1. “Years of Service”- All employees shall be given credit for service since their date of employment.
2. "Base Premium Credit Formula"- In calculating the employee contribution to the annual health insurance plan/premium, the base premium shall be deducted from the annual current premium. The base premium is the actual premium paid for health insurance by the Village at the expiration of the June 1, 1999 through on May 31, 2004 Collective Bargaining Agreement (contract).

The amount for the Family Plan was $10,580.00
The amount for the Individual Plan was $5,025.00

I. Example of Health Insurance contribution Family Plan:

Example Only:

Annual Health Insurance Contribution: $13,000.00
Subtract Amount of Health Insurance Contribution of May 31, 2004: $10,580.00
The difference between the two amounts equal: $2,420.00
Employee Salary $50,000.00

Based upon the above calculation the employee would be required to pay ten (10%) percent of $2,420.00 or two and one-half percent of his/her gross salary, whichever is lower.

Based upon this example, the cost would be $242.00, since 2 ½ % of the gross salary would be $1,250.00.

II. Example of Health Insurance Contribution Individual Plan:

Example Only:

Annual Health Insurance Contribution: $7,000.00
Subtract Amount of Health Insurance Contribution of May 31, 2004: $5,025.00
The difference between the two amounts equal: $1,975.00
Employee Salary $35,000.00

Based upon the above calculation the employee would be required to pay ten (10%) percent of $1,975.00 or two and one-half percent of his/her gross salary, whichever is lower.

Based upon this example, the cost would be $197.50, since 2 ½ % of the gross salary would be $875.00.

i. All employees hired after the ratification date of this agreement shall be required, until the completion of their fifteenth (15th) year of service with the Village, to make an annual health insurance premium contribution of ten (10%) percent of the then health insurance premium or three (3%) of their annual gross salary whichever is lower.

It is further understood that the calculation of annual premiums for those employed after ratification date shall be done without regard to the “Years of Service” and “Base Premium Formula” as found in Paragraph H.
After the completion of fifteen (15) years the Village shall assume the full cost of the primary health plan including the annual health insurance premiums.

j. The Village will provide an IRS 125 Plan so that unit members may use pre-tax funds to offset insurance costs.

(2) A provision allowing the employee to opt to receive a cash payment in lieu of certain coverage defined in paragraph (i) above is provided as follows:

a. Any employee who is also covered by different health insurance plan may, at such employee’s option, notify the Village in writing that he/she is electing to decline all or part of the Village-paid health insurance coverage for which the employee is eligible during each fiscal year.

b. Any employee may opt to choose to participate in a Health Maintenance Organization and will be eligible for a cash incentive amount equal to half of the difference in premium from the Empire Plan (CORE plus Medical and Psychiatric Enhancements) or equivalent health insurance plan.

The employee may also opt to decline certain other forms of insurance that are currently offered by the Village. To do so, the employee must prove he/she is covered by equivalent health insurance elsewhere; it is not necessary to prove eligibility in another plan to decline dental coverage. Notice must be given by February 15th each year to receive an optional payment for waiving coverage. The employee would cease to be covered by June 1st of that year. The Village shall reimburse such employee by July 1st for declined coverages on the basis of half the cost to the Village for any of the following: 1) health insurance, 2) dental coverage, 3) opting for single if eligible for family health coverage, and/or 4) substituting an HMO for health insurance.

c. Any employee who elects to receive such a cash payment may, at any time during the fiscal year for which said payment was made in advance to him/her, send written notice to the Village that he/she wishes to resume health coverage by the Village’s carrier. In such event, the employee’s coverage by the Village’s carrier shall begin within 30 days after such notification by the employee, provided the employee repays to the Village the prorated portion of the cash payment previously received.

d. The Village shall allow employees to waive or decline coverage during any fiscal year. Employees whose coverage status changes from single to family during the fiscal year and who wish to decline the additional coverage for the remainder of the fiscal year may do so by appropriate notice. Employees who have received cash payments for declining family coverage and who become ineligible for family coverage during said fiscal year shall repay the Village the prorated portion of the cash payment previously received for said waiver.

Declinations shall be valid for one fiscal year only, and failing a new declination for the following fiscal year, the employee shall automatically be reenrolled in the Village provided health insurance plan.

e. Any cash payments made to any employee are subject to tax deductions mandated by the federal tax laws. These monies will be reflected in the employee’s W-2 federal tax form.
(b) Retirement

(i) Employees shall receive the benefits of Section 75(i) of the New York State Employees’ Retirement System (noncontributory Improved “20-Year Career” Plan) which provides among other things a minimum retirement age of 55 for those members joining the system before July 1, 1973, and a normal retirement age of 62 for those joining after July 1, 1973. Employees hired after June 30, 1973, are governed by Article XI of the New York State Retirement and Social Security Law, Section 440-451.

(ii) Employees receive the benefits provided under Section 60(b) of the New York State Employees’ Retirement System (guaranteed minimum death benefit of three times annual rate of pay but limited to $20,000), and Section 41 (j) of the New York State Employees’ Retirement System (application of unused sick leave as additional service credit upon retirement). The maximum which may accumulate for extension of service credit remains 165 days.

(iii) Upon retirement, any unused sick time which exceeds the amount allowed for additional service credit shall be reimbursed at the rate of $100 per day up to 25 days, i.e., any amount accumulated between 165 and 190 days.

(c) Dental Insurance

(i) The Village shall provide a dental plan with the following limits:

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Claims shall be processed within 30 days of submission.

(ii) Those employees hired after June 1, 1986, shall be subject to a 10% deductible on covered expenses.

(iii) Those employees hired after June 1, 1993, shall be subject to a 20% deductible on covered expenses.

(d) Optical Insurance

The Village shall pay the cost of providing employees with coverage under the CSEA Family Optical Platinum Plan.

The Village shall pay the cost of providing employees with coverage under a Disability Insurance Plan.
ARTICLE 11
TOOLS CONTROL

(1) Each mechanic shall maintain his/her own personal set of tools, to which an allowance is provided for broken tools.

(2) Five separate tool kits, with a value of approximately $250 each, will be provided by the Village for employees responsible for water activities.

(3) Each department Superintendent shall establish a sign-out and turn-in procedure with the goal of expediting job response time while at the same time safeguarding the accountability of Village-owned tools.

ARTICLE 12
ALLOWANCES

(1) All employees shall receive an annual uniform allowances which will be payable to an approved vendor after delivery of a receipt by the employee. The annual uniform allowance shall be $550.00 per employee.

The Village will specify appropriate apparel to be worn while in the employment of the Village for overall general appearance as well as safety. Those items will include, but not be limited to, approved work clothes and work shoes; working shirtless shall be prohibited although uniform shorts may be worn when allowed. Dickies or comparable matching work outfits which consists of pants, shirt and winter jacket appropriately lettered are acceptable. The Village expressly disallows the wearing of sneakers, sweatpants, cutoff shirts, tattered and ripped clothing or any apparel that presents an unruly and unkempt appearance. Exterior clothing worn over the uniform which is not part of the designated uniform shall not be allowed, except in emergency conditions when authorized.

(2) Employees who work fourteen (14) consecutive hours shall receive a Twelve dollars and fifty cents ($12.50) meal allowance to be paid according to the same schedule as overtime.

(3) Broken tools shall be replaced up to a limit of $250 per year per mechanic, provided the manufacturer refuses to replace such tools.

(4) An employee whose hours worked are scheduled over a weekend and will not be working on the subsequent payday, may pick up his/her paycheck after 3:00 pm on the Thursday, or upon request, have it mailed on the Wednesday, prior to that payday.

ARTICLE 13
DISCIPLINARY POLICY

A progressive disciplinary policy is made a part of this Agreement and is incorporated as Appendix B. This procedure is based on increasing penalties for various offenses. Reprimands shall be administered by the Department Supervisor. Fines, suspensions and dismissal shall be approved by the Village Manager.

ARTICLE 14
GRIEVANCES

(1) An employee has the right to and may talk to his/her supervisor about any question or problem that may arise. If a difference arises concerning the interpretation or application of the terms of this
Agreement or any disciplinary action taken by the Village, it shall be resolved in accordance with the following procedure:

Step 1. A grievance of an employee shall first be submitted, in writing, to the Superintendent of Public Works or Superintendent of Recreation, depending upon the department in which the CSEA member is working. The grievant may have a representative of the CSEA present during this grievance meeting. The Superintendent of Public Works or the Superintendent of Recreation shall have ten (10) working days from the date of the grievance meeting to issue a written decision concerning the grievance. If the grievant is not satisfied with the decision of the Superintendent of Public Works or Superintendent of Recreation, the grievant may take the grievance to the second step. The grievant shall have ten (10) working days after the receipt of the decision to move the matter to Step 2. The time frames included in this step may be waived by mutual consent of the parties.

Step 2. If not settled at the first step, the grievance may be submitted, in writing, to the Village manager. Present at the grievance meeting shall be the Village Manager, the grievant and any other parties pertinent to the grievance, including but not limited to a representative of the CSEA. The Village Manager shall have ten (10) working days to issue a written decision concerning the grievance from the date of the grievance meeting. The time frames included in this step may be waived by mutual consent of the parties. If the grievant is not satisfied with the decision of the Village Manager, the grievant may only in the case of a matter relating to Appendix C, or the union may, provided the matter involves the application or interpretation of the terms of this Agreement, be submitted to Arbitration, as provided in Article XII.

(2) The President of the Westchester Local 860 of the CSEA, his/her designated representative or the assigned CSEA Labor Relations Specialist shall have the right to visit at a mutually agreed upon time any Village facility where employees represented by CSEA work for the purpose of adjusting grievances and administering the terms of this Agreement, provided the Village Manager, the Superintendent of Public Works or Superintendent of Recreation has given permission for the visit.

(3) Any employee designated by the CSEA to assist in the handling of grievances, may, with the permission of the Superintendent of Public Works or Superintendent of Recreation, leave his/her work for a reasonable amount of time to carry out this responsibility. To the extent possible, handling of grievances shall be done during nonworking hours, and in any case so as not to interfere with essential services.

(4) A seniority roster shall be posted at the Public Works building for consideration in dispute resolutions.

ARTICLE 15
ARBITRATION AND DISCIPLINE

(1) Should any difference arise between the Village and the CSEA concerning the meaning, application or interpretation of this Agreement, or any disciplinary action taken the Village which remains unresolved after presentation to, and processing through the grievance procedure, either the Village or the CSEA may submit such difference to arbitration by service notice on the other within thirty working days following completion of the third step of the grievance procedure.
(3) The fees and expenses of the arbitrator shall be borne equally by the parties. The Village and the CSEA shall bear the expense of their respective witnesses and any other expenses they may incur.

(4) The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

(5) After the completion of two consecutive years of full-time service, noncompetitive and labor class employees shall be entitled to the provisions of Section 75 of Civil Service Law in the event of a proposed dismissal.

(6) Notwithstanding all other conditions regarding this Article and the grievance procedure, any employee hired after June 1, 1991, may be dismissed without cause and without prejudice at any time during his/her first two years of employment.

ARTICLE 16
LABOR MANAGEMENT COMMITTEE

(1) A Committee consisting of representatives from the Village and CSEA shall meet to discuss items of common concern on an as needed basis.

(2) Size of the committee shall be limited to four representatives from each group.

ARTICLE 17
HEALTH AND SAFETY COMMITTEE

(1) The Village recognizes its obligation to provide a safe and healthful working environment for employees. The Village also recognizes its obligation to cooperate with the Union in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.

(2) A Joint Safety Committee shall consist of two Union representatives and two representatives of the Village.

(3) Members of the Safety Committee shall be paid at their regular rate of pay for such time as may be necessary to investigate and meet on safety and health problems.

(4) Members of the committee shall be knowledgeable of the Public Employees Safety and Health Act (PESHA).

(5) The committee shall respond immediately to all imminent danger complaints, and to sites that an employee or employees refuse unsafe work.

(6) The committee shall have the right to take air samples where in its judgment air contaminants are suspect.

(7) The committee shall have access to and receive prompt notification of all accidents in the Village.

(8) The committee shall be advised in writing of all the chemicals, to include the generic components, to which employees are exposed.
(8) The committee shall be advised in writing of all the chemicals, to include the generic components, to which employees are exposed.

**ARTICLE 18**

**NON-DISCRIMINATION**

There shall be no discrimination, interference, restraint or coercion by the Village or any of its officers or agents against any employee because of any lawful activities on behalf of the CSEA or because of membership in the CSEA and the CSEA, its members, officers and agents, shall not coerce employees with respect to membership in the CSEA. Furthermore, the Village and the Union shall not discriminate against one another.

**ARTICLE 19**

**MANAGEMENT OF THE VILLAGE**

The Village, as the public employer, reserves unto itself all rights not specifically granted to the CSEA under the Public Employee Fair Employment Act.

**ARTICLE 20**

**NO STRIKE**

The CSEA, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike, and agrees not to engage in a strike, nor cause, instigate, encourage or condone a strike.

**ARTICLE 21**

**DUTIES AND OBLIGATIONS**

Adhering to the principle that duties and obligations come with rights and privileges, the CSEA agrees to do its utmost to see that the employees it represents perform their respective duties in the Village loyally, efficiently and continuously under the terms of this agreement. The CSEA and the employees it represents will use their best endeavors to protect the interest of the Village and its citizens, to conserve its property and give service of the highest quality. Neither the Village nor the CSEA, through their officers, members, representatives, agents or committees, shall engage in subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.

**ARTICLE 22**

**COPIES OF AGREEMENT**

The Union shall furnish all present employees and each new employee, in the bargaining unit represented by CSEA, a copy of this agreement.

**ARTICLE 23**

**SEPARABILITY**

If the enactment of legislation or a determination by a court of final jurisdiction (whether in a proceeding between the parties hereto or one based on a similar state of acts) renders any portion of this agreement invalid or unenforceable, it shall not affect the validity of the rest of this agreement.
which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not been originally included herein.

**ARTICLE 24**
**AWARDS PROGRAM**

Suggestions for improvements in methods used in the operation and maintenance program are always welcome, as are suggestions for reducing costs of the program. Employees having such suggestions may submit them in writing to the Village Manager in consideration for cash awards. Suggestions will be reviewed by a committee consisting of the Superintendent of Public Works, Superintendent of Recreation, Village Manager, CSEA Unit President and one (1) CSEA departmental member. Recommendations for cash awards ranging from $10.00 to $100.00 will be made to the Board for each suggestion consistent with the merit and value of the suggestion.

**ARTICLE 25**
**EMPLOYEE DRUG TESTING**

An alcohol and drug policy is made a part of this agreement and appears as Appendix C. One or more trained persons from the Police Department shall be designated to serve under Appropriately Trained Personnel (ATP) provisions of the policy to assure consistent application of the provisions of this policy. Until further notice, an officer certified for this purpose shall serve in this capacity.

**ARTICLE 26**
**RULES AND REGULATIONS**

All existing rules, regulations, practices and benefits of the Village, which are more favorable to the employee, excepted as amended by this agreement, shall remain in full force and effect.

**ARTICLE 27**
**REPEAL OF LAW**

In the event that the law is repealed or modified so as to permit greater association security than is contained in this agreement, the parties hereto agree to negotiate concerning changes at such time as the next agreement is negotiated.

**ARTICLE 28**
**APPLICABLE LAW**

This agreement and all of the rights and obligations defined herein and hereunder is reached between the parties pursuant to Article 14 of the Civil Service Law of the State of New York (Public Employees' Fair Employment Act) and the Village Law of the State of New York, both of which laws shall govern the terms and provisions of this agreement.

**ARTICLE 29**
**LEGISLATIVE ACTION**

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

ARTICLE 30
TERM OF AGREEMENT

The term of this agreement shall be from June 1, 2004, to and including May 31, 2009, and thereafter from year to year, unless one party gives notice in writing by Certified United States mail, to the other party at least 120 days prior to the expiration date of this agreement of its desire to terminate or modify the provisions of this agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement this day of March, 2004.

Terms of Agreement is as follows:

| Year One | (1) June 1, 2004 through May 31, 2005 |
| Year Two | (2) June 1, 2005 through May 31, 2006 |
| Year Three | (3) June 1, 2006 through May 31, 2007 |
| Year Four | (4) June 1, 2007 through May 31, 2008 |
| Year Five | (5) June 1, 2008 through May 31, 2009 |

VILLAGE OF BRIARCLIFF MANOR

CIVIL SERVICE EMPLOYEES ASSOC. INC.
LOCAL 1000, AFSCME, AFL-CIO
VILLAGE OF BRIARCLIFF MANOR UNIT

BY: MICHAEL S. BLAU
VILLAGE MANAGER

BY: BRIAN J. ANDREWS, UNIT PRESIDENT

BY: SHEILA TYLER, CSEA
LABOR RELATIONS SPECIALIST
# Village of Briarcliff Manor

## CSEA Bargaining Unit Salary Schedules

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### Village of Briarcliff Manor
#### CSEA Bargaining Unit Salary Schedules

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## APPENDIX B

### PROGRESSIVE DISCIPLINARY POLICY

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<th>TYPE OF OFFENSE</th>
<th>PRIOR RECORD</th>
<th>MINIMUM PENALTY</th>
<th>MAXIMUM PENALTY</th>
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APPENDIX C

ALCOHOL AND DRUG POLICY

1. Purpose. - The purpose of this policy are as follows:
   a. to establish and maintain a safe, healthy, working environment for all employees;
   b. to insure the reputation of the Village and its employees as good, responsible citizens worthy of public trust;
   c. to reduce the incidents of accidental injury to persons or property;
   d. to reduce absenteeism, tardiness and indifferent job performance;
   e. to provide assistance toward rehabilitation for any employee who seeks the Village's help in overcoming any addition to, dependence upon or problems with alcohol or drugs.

2. Benefits; Inconvenience; Cooperation

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Village regrets any inconvenience that may be caused for the many non-abusers by the problems of a few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the increase in efficiency and productivity, resulting from the rehabilitation, suspension or termination of those employees who because of alcohol or drugs are a burden upon all other Village employees, will more than make up for any inconvenience or loss the rest of us must be subject to. The Village earnestly solicits the understanding and cooperation of all employees and employees organizations in implementing the policies set forth herein.

3. Definitions:

For the purpose of this policy, the following definitions apply:

a. alcohol or alcoholic beverages means any beverage that has an alcoholic content;

b. prescribed drug means any substance prescribed for the individual consuming it, by a licensed medical practitioner;

c. illegal drug means any drug or controlled substance, the sale or consumption of which is illegal;

d. Appropriately Trained Personnel means an employee’s superior or supervisor in the Village’s Supervisory structure who has received appropriate training in determining whether an employee is under the influence of alcohol or drugs not prescribed for the employee;

e. Employee Assistant Program (“EAP”) means the Employee Assistance Program provided by the Village.
4. **Employee Assistance Program of the Village**

a. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek the assistance of the EAP. Entrance into the EAP can occur by self referral, or referral of the employee’s supervisor/ATP or the Village Manager;

b. Request for assistance through “supervisory and/or ATP referral” will be treated as confidential. “Self referral” confidentiality will be maintained between the individual seeking help and EAP personnel.

c. An employee’s progress and attendance will be monitored by the Village Manager’s office. The EAP must provide written reports to the Manager on a timely basis, but no less than once per month.

d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Town will grant sick leave for the employee’s accumulated sick leave, in cases where a leave of absence is required for participation in the prescribed program. Where an employee does not have the required accumulated sick leave days, the days shall be deducted from the employee’s personal or vacation leave. If the prescribed program does not require a leave of absence, the employee will schedule treatment and/or counseling sessions outside his/her work day where possible.

e. If a second leave of absence is required, a leave of absence without pay will be granted if prescribed by the treating professional.

f. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

5. **Alcoholic Beverages**

a. No alcoholic beverages will be brought onto or consumed upon Village premises or property unless for a function sanctioned by the Village Manager.

b. Drinking or being under the influence of alcoholic beverages while on duty is just cause for suspension or termination.

c. Any employee whose use of alcohol results in incompetence or misconduct, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform duties in a satisfactory manner, may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the incompetence or misconduct may be imposed.

6. **Prescription Drugs**

a. No prescription drug shall be brought upon Village premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and such prescription drug shall be used only in the manner, combination and quantity prescribed by the licensed medical practitioner.
b. Any employee whose inappropriate use of prescription drugs results in incompetence or misconduct, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform duties in a satisfactory manner, may be referred to the EAP for rehabilitation, in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the misconduct or incompetence may be imposed.

7. Illegal Drugs

a. The use of an illegal drug or controlled substance or the possession of them on duty is cause for suspension or termination. The use of an illegal drug or controlled substance off duty which results in incompetence or misconduct, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform duties in a satisfactory manner, may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails Rehabilitation, disciplinary action for the incompetence or misconduct may be imposed.

b. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person while on duty are as follows:

8. Procedures

The procedures of the Village in regards to employees using, possessing or being under the influence of alcohol, drugs or chemicals while on duty are as follows:

A. Employees shall report to work fit and able to perform their required duties, and shall not by any act in violation of this Policy render themselves unfit for duty.

Step 1 – Appropriately Trained Personnel (ATP) who have reasonable grounds to believe an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, and the public from harm.

Step 2 – The ATP shall notify the Village Manager, or his/her designee immediately.

Step 3 - The ATP and the Village Manager or his/her designee will interview the employee and if they both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs, or chemicals, then said employee shall be taken to the Village’s designated drug and alcohol facility for testing. A union official will be notified and present prior to testing, unless this right is waived by the employee.

Step 4 - The decision to relieve the employee from duty should be documented as soon as possible. Both the ATP and Village Manager or his/her designee should document the reasons and observations while the grounds are fresh in their minds and details can be recalled. For example:

*Glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.*

Step 5 - If the employee is willing to sign the appropriate release form, the testing facility will perform a drug and alcohol test. The drug testing facility must be certified by the National Institute on Drug Abuse (NIDA) and Department of Health and Human Services.
a. It should be made clear to the employee before he/she signs the release form that the results will be made available to the appropriate Village officials and may be used in disciplinary proceedings against the employee.

b. If the tests are not given because of the employee’s refusal to submit to the testing and/or the results are not provided to appropriate Village officials because of the employee’s refusal to sign the waiver, the employee will be considered in violation of this policy, and the employee will be relieved of duty and removed from the payroll.

c. In the event the employee is required to submit to a drug test, the sample given by the employee shall be divided into three (3) aliquots. The testing laboratory shall utilize strict chain of custody procedures. The initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive shall be confirmed by using a gas Chromatography/mass spectrometry test (GS/MS). Only specimens which test positive on both the initial test and confirmatory test shall be reported as positive. Copies of the results shall be sent to the Village Manager, and the employee. All tests conducted pursuant to this procedure will be paid by the Village. One sample shall be used for purposes of testing by the laboratory. The second sample shall be delivered to another laboratory for testing, if requested by the employee. Testing by another laboratory at the request of the employee shall be paid for by the employee. Such delivery shall be accomplished so as to ensure the integrity and chain of custody of the second sample. The third sample shall be frozen and maintained by the laboratory for a period of one (1) year.

Step 6 – When an alcohol and/or drug test is administered, the employee will be placed on limited duty until the results are available.

a. When tests results are positive, the employee will be relieved of duty and shall be referred to the EAP in lieu of disciplinary action being taken.

b. The Village Manager, in consultation with the appropriate representatives of the EAP, shall make final determination whether the employee returns to active status or remains off duty.

c. Rejection of treatment prescribed by EAP or failure to complete the program prescribed by EAP will be cause for suspension without pay or termination from employment.

d. Upon successful completion of the prescribed treatment, the member will be returned to active status without reduction of pay grade or seniority.


a. This policy is effective June 1, 1993. Each present employee of the Village will be furnished with a copy of this policy, and will sign a receipt for same.

b. The Village will allow only two (2) leaves of absence for participation in the EAP. Any further violations of this Policy will result in the employee’s dismissal from employment with the Village.

c. Any employee driving a Village vehicle who is involved in an accident may be tested for use of drugs and/or alcohol in accordance with the procedures provided under Section 8 of this Policy.

d. Any ATP who does not report an employee he/she suspects of being under the influence of alcohol, drugs, or chemicals will be subject to disciplinary action.
APPENDIX D

ALCOHOL AND DRUG TESTING PROCEDURE

Section 1 – FHWA REGULATIONS

1.1 Compliance with FHWA Regulations: Where applicable, the Village’s Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Highway Administration regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which are over 26,001 pounds or are designed to transport sixteen or more passengers or are used to transport hazardous materials and are subject to commercial drivers license requirements, 49 CFR Part 383.

1.2 Implementation Date of FHWA Regulations: The program and its procedures shall not be implemented until January 1, 1996.

Section 2 – FTA REGULATIONS

2.1 Compliance with FTA Regulations: Where applicable, the Village’s Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Transit Administration regulations, 49 CFR Parts 653 and 654, as they pertain to employees operating non-revenue service vehicles which are required to be operated by a holder of commercial drivers license, operating a revenue service vehicle, controlling dispatch or movement of a revenue service vehicle, maintaining a revenue service vehicle or equipment used in revenue service, or carrying a firearm for security purposes.

Section 3 – NOTICE REQUIREMENTS

3.1 Village Policy: The Village shall promulgate a policy on the misuse of alcohol, and use of prohibited drugs, and shall provide a copy of the policy, and procedures to each covered employee and the Union. The term “prohibited drugs” means marijuana, cocaine, opiates, amphetamines and phencyclidine. At a minimum, the policy shall include detailed provisions on alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol of drug test.

3.2 Alcohol & Drug Information: The Village shall provide detailed educational material to each covered employee which explains the requirements of the Federal regulations. At a minimum, the materials shall include detailed information which meets the requirements of 49 CFR Part 382.601 (b), Part 654.71 (b) and Part 653.25, including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of
alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Village to be contacted for questions and/or additional information.

3.3 Required Tests: The Village shall provide a detailed description of alcohol and drugs testing requirements to each covered employee which explains the requirements of the Federal regulations as they pertain to pre-employment testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing.

3.4 Required for Notice: In accordance with the requirement in the Federal Regulations, prior to performing an alcohol or controlled drug test, the Village shall notify the employee that the alcohol or drug test is required by federal regulations.

Section 4 – TESTING PROCEDURES

4.1 Tests for Alcohol:

4.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breathe testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.

4.1.2 The supervisor of an employee who is to be tested shall not administer the test.

4.1.3 In accordance with the Federal regulations, the person designated to make the determination of reasonable suspicion shall not administer the test.

4.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for purpose of computing overtime and employee benefits.

4.1.5 Each alcohol test shall be reviewed by the Village Manager to ensure compliance with all procedures set forth in this MOA as well as all Federal Regulations, including the validity of the test.

4.2 Tests for Prohibited Drugs

4.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

4.2.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test.

4.2.3 If the test result of the primary specimen is positive, the Village shall immediately request that the Medical Review Officer direct that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, Sections 40.25 (f) (10) (ii), 40.29 (b) (2) (3), and 40.33 (f)

4.2.4 Visual observation of urination shall not be required except as expressly provided for in the Federal Regulations. When visual observations is required, the observer shall be of the same gender as the employee.

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4.2.5 In accordance with the Federal regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.

4.2.6 An employee shall be paid for all time pertaining to a drug test including providing a urine sample, and travel time to and from the collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

4.2.7 Each drug test shall be reviewed by the Village Manager to ensure compliance with all procedures set forth in this Memorandum of Agreement as well as all Federal regulations, including the validity of the test.

Section 5 – RANDOM TESTING

5.1 Random Alcohol Tests: The Village shall not administer random alcohol testing to more than 25% of the employees annually covered by the Federal regulations.

5.2 Random Drug Tests: The Village shall not administer random drug testing to more than 50% of the employees annually covered by the Federal regulations.

5.3 Union Observation: During random tests, the Union shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the Union.

5.4 Selection of Employees: The Village shall select employees for testing only through a computer-based random number generator utilizing employee social security numbers. Upon request, the Village shall provided the Union with a list of all employees tested, as well as the computer-generated list, so the Union could check on “randomness”.

SECTION 6 – REASONABLE SUSPICION TESTING

6.1 Determination of Reasonable Suspicion: The person designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the “designated supervisor”) must be the highest level and most impartial individual practicable for such responsibility.

6.2 Removal Based on Behavior of Appearance Alone: Whenever no approved testing devices are available and an employee is removed from the employee’s safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee’s job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits. The employee shall not be subject to any disciplinary action.

6.3 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or use of prohibited drugs, and as soon as practicable after an order to test is given without causing a delay in the testing process, the Village shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include: (1) a description of the employee’s appearance, behavior and speech; (2) names of witnesses to the employee’s appearance, behavior and speech; (3) if the employee’s appearance,
behavior, or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information; and, when an attorney finds that reasonable suspicion exists, the name of the attorney.

6.4 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive two hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.

6.5 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course each year on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within twelve months of the previous course, the supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test.

6.6 Right to Representation: When a decision is made to test, the employee shall be advised that the employee can consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.

6.7 Statement of Charges and Facts: When a decision is made to test, and to the extent practicable without delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. If the employee has requested the opportunity to consult with legal counsel or a Union representative, this explanation shall be made in the presence of the counsel or representative. If this cannot be done prior to the test without causing a delay, then it shall be done as soon as practicable thereafter.

SECTION 7 – POST – ACCIDENT TESTING

7.1 Right to Representation: When a test is required the employee shall be advised that the employee can consult with legal counsel or a Union Representation, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.

SECTION 8 – CALL-IN PROCEDURE

8.1 At the time the employee is called to report to duty, the employee shall be provided the opportunity to acknowledge the use of alcohol and the inability to perform the employee’s safety-sensitive function. Such employee shall not be assigned to a safety-sensitive function nor be subjected to an alcohol test or any disciplinary action.
SECTION 9 – CONSEQUENCES OF POSITIVE TEST

9.1 Loudermill Rights: An employee who has tested positive for alcohol misuse or controlled drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function.

9.2 Reassignment to Non-safety-sensitive Job Duties: If an employee has tested positive for alcohol misuse of prohibited drug use, the Village shall make every reasonable effort to assign the employee to duties within the employee’s job description which do not require the performance of safety-sensitive functions pending the outcome of any disciplinary action or until the employee has been recommended by the substance abuse professional for return to full duty.

9.3 Reassignment to another Non-safety-sensitive position: If the Village is not able to assign an employee to duties within the employee’s job description pursuant to Section 9.2, above, the Village shall make every reasonable effort to assign the employee to another position which does not require the performance of safety-sensitive functions pending the outcome of any disciplinary action or until the employee has been recommended by the substance abuse professional for return to full duty in the employee’s normal position.

9.4 Leave Pending Disciplinary Action: If the Village is not able to assign the employee to another position which does not involve safety-sensitive functions pursuant to Section 9.3, above, the Village shall maintain the employee on the payroll pending the outcome of any disciplinary action unless the employee takes a leave of absence in accordance with Section 10.4 below.

9.5 Other Alcohol-related conduct: Whenever an employee is found to have an alcohol concentration of 0.02 or greater, but less than 0.04, the employee shall be assigned to duties within the employee’s job description which do not require the performance of safety-sensitive functions until the employee is retested with a result below 0.02.

SECTION 10 – REFERRAL, EVALUATION AND TREATMENT

10.1 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drugs-related disorders. The Village shall select the substance abuse professional with concurrence from the Union.

10.2 Employee Assistance Program: The Village shall make available and adequately fund an Employee Assistance Program capable of evaluating and resolving problems associated with the misuses of alcohol and use of prohibited drugs.

10.3 Rehabilitation program: The Village shall make available a rehabilitation program through established health insurance programs. If such a program is not available through the employee’s insurance, the Village shall cover the costs of a rehabilitation program comparable to that provided through the New York State Health Insurance Program. The employee shall be responsible for any additional costs for and associated with any treatment program in which the employee participates.

10.3.1 Any costs involving the use of a SAP under the regulations shall be borne by the Village.
10.4 Leave of Absence: A leave of absence will be allowed for treatment on an in-patient or out-patient basis. While on a leave of absence, the employee may use accumulated sick leave credits, vacation leave credits, holidays and other accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary Leave rights. Otherwise, the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA or other relevant laws.

10.5 Limited Duty: If an employee chooses to participate in an out-patient rehabilitation program and does not take a leave of absence, the Village shall make every reasonable effort to assign the employee to duties within the employee’s job description which do not require the performance of safety-sensitive functions or to another position which does not require the performance of safety-sensitive functions.

10.6 Return to Work: Reinstatement to the employee’s position or an equivalent position after completion of a rehabilitation program may only occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular assignment. The final decision as to whether to permit an employee to return to full duties in the employee’s position or an equivalent position shall be made by the Village Manager after consultation with the Substance Abuse Professional.

SECTION 11 – FOLLOW-UP TESTING

11.1 Frequency: In accordance with Federal regulations, the number and frequency of follow-up tests shall be as directed by the substance abuse professional and consist of at least six tests in the first twelve months following the employee’s return to duty involving a safety-sensitive function. The Village shall not impose follow-up testing beyond the first six tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty months from the date of the driver’s return to duty.

11.2 During follow-up tests, the employee shall be advised of the employee’s right to have legal counsel or a Union representative present to observe the testing. Reasonable efforts shall be made to assist the employee in contacting the counsel or representative.

SECTION 12 – DISCIPLINARY PROCEDURE

12.1 Discipline for Just Cause:

12.1.1 If, as a result of a positive test, the Village believes that just cause for discipline exists, then corrective and progressive discipline may be sought. Time in service and prior offenses, or lack thereof, shall be considered in determining appropriate penalties to be sought.

12.1.2 The employee shall be served with a written notice of proposed discipline. Simultaneously, a copy of the notice shall be sent to the Union President, but without any specific reference to a positive drug or alcohol test.

12.2 Appeal of Disciplinary Action:

12.2.1 If either the Union or the employee disagrees with the proposed discipline, the Union or employee may submit the matter, in writing, to the Village Manager. The grievance must be submitted, in writing, within ten work days from receipt of the notice of discipline.
12.2.2 Within five work days after receiving the grievance, the Village Manager shall meet with the employee and, if the employee requests, the designated representative of the Union. Within five work days after said meeting, the Village Manager shall issue a written response to the grievance, which shall be sent to the employee, and simultaneously to the Union representative, if applicable.

12.3 Binding Arbitration:

12.3.1 If the Employee or the Union is not satisfied with the response of the Village Manager, the Employee or the Union may submit the matter to arbitration by submitting a notice of intent to arbitrate. The notice of intent must be submitted within fifteen calendar days of receiving the response from the Village Manager or, absent a response within the prescribed time limits, within fifteen calendar days after the end of such time period.

12.3.2 All decisions rendered in such arbitration shall be final and binding upon both parties.

12.3.3 The arbitrator’s fees shall be shared equally by the Union and the Village (or employee and Village, if it is the employee who proceeds to arbitration on the employee’s own).

12.3.4 Method of Service: All disciplinary and grievance documents (notice, grievance, response, and notice of intent to arbitrate) shall be sent by certified mail, return receipt requested.

SECTION 13 – PREVIOUS POLICIES AND PROCEDURES

13.1 Any policies and procedures pertaining to alcohol and prohibited drugs, as they pertain to the same employees covered by the Federal regulations, shall be superseded by the procedures set forth by the Federal regulations and this Memorandum of Agreement. The Village shall promulgate a new alcohol and drug policy pursuant to Section 3.1, above, within sixty days following execution of this Memorandum of Agreement.

SECTION 14 – COPIES OF AGREEMENT

14.1 The Union shall provide its members with copies of this Memorandum of Agreement.

14.2 The Union shall provide each new employee with a copy of this Memorandum of Agreement.

SECTION 15 – SEVERABILITY

15.1 In the event that any portion of this Memorandum of Agreement should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this Memorandum of Agreement shall continue to full force and effect, unless that would lead to unjust or impractical results.

15.2 Upon the issuance of such decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this Memorandum of Agreement involved.
APPENDIX "E"

Village of Briarcliff Manor

Sick Leave Bank

A sick leave bank is hereby established for all employees of the Village of Briarcliff Manor. Specifically, all employees covered by the Civil Service Employees Association (both Supervisory Unit and the Rank and File Unit) and non-represented employees who accumulate sick leave and choose to participate, shall be eligible subject to the following terms and conditions.

1. Each employee eligible for sick leave willing to participate in a sick leave bank shall submit the Village a waiver of two (2) days of the employee’s accrued sick leave. Only employees who shall contribute to the bank shall be able to receive time from the bank.

2. All employees who wish to contribute to the bank shall contribute (2) days of sick leave within thirty (30) days of the signing of this agreement. An employee shall have at least (5) days of accrued sick leave in order to participate in this program. The Village shall match one (1) sick day for every two (2) days contributed by the employee to start up the bank and shall thereafter match an additional day for every day per calendar year contributed by the employee to renew the bank. Sick time contributed to the bank may not be withdrawn. An employee’s participation in the sick leave bank shall not affect their eligibility for benefits as otherwise provided.

3. Employees who elect not to join the bank may do so by notifying the Village, in writing, during the period December 1st to December 31st for an effective date of January 1st to the following year.

4. The bank shall be administered by a Sick Bank Committee consisting of one (1) administrator appointed by the Village and one (1) employee appointed by each union and one (1) employee from non-represented employees who shall act upon requests for withdrawals and who may develop rules not inconsistent with this provision or agreement. Withdrawals from the bank shall be limited to employees who are involved in extended illnesses or accidents who have exhausted their sick leave time, personal time and all but five (5) days vacation time. The decision of the Committee shall final and binding and is not subject to the grievance procedure in a collective bargaining agreement. However, any applicant who has been denied bank days shall have the right to appeal for reconsideration to the Committee.

5. The sick leave bank shall be renewable, not more than once a calendar year, within thirty (30) days after the bank falls below ninety (90) days in the same manner set out in section 2 above, except that the thirty-day period for then current employees shall commence with the date upon which the bank fell below ninety (90) days.

6. An employee shall not be eligible for consideration by the Sick Leave Bank Committee until such time as he/she has been absent due to a prolonged and disabling illness or mental incapacitation. Employees on Worker’s Compensation may participate in the Sick Leave Bank provided the employee can demonstrate that the employee will be absent for a prolonged period due to the accident and/or injury for which Worker’s Compensation benefits are being provided.

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7. In order to ensure that an employee who is granted benefits is not removed from the payroll, it is urged that a member of the bank who feels that his or her case merits consideration should promptly make application in the form designated for that purpose, and whenever possible, no later than fifteen (15) days prior to the exhausting of personally accumulated sick and personal leave. In all cases, the applicant should be prepared to provide the Committee with whatever documentation is deemed necessary to determine the nature and duration is deemed necessary to determine the nature and duration of the illness or disabling condition.

8. Medical proof of illness is required to support a request for consideration by the committee. However, the Committee may require an employee to be examined by a physician of their choice, and expense to be incurred by the Village.

9. Each instance of bank use must be approved by a majority of the Sick leave Committee.

10. If the committee finds that an application should be approved, it may grant the employee an initial application for benefits for a period not fewer than five (5) continuous working days nor greater than thirty (30) continuous working days. If necessary, the Committee shall reconvene to determine renewal of the application for a benefit period not to exceed an additional thirty (30) working days. Application for an extension of benefits must be made every thirty (3) working days, provided that the maximum number of days allocated for any one (1) illness shall not exceed one (1) calendar year. While using bank time, an employee will not accrue benefit time (i.e., sick days, personal days, vacation days). Employees shall, upon their return to work, accrue benefit time on a Pro-rated basis.

11. An employee who is granted benefits from the Sick Leave Bank agrees to pay back the bank two (2) days for every five (5) days granted. The pay back shall commence upon the employee accruing (5) days sick leave and shall continue until the pay back to the bank is complete.

12. Hardship cases shall be reviewed by the Sick Leave Bank Committee and exceptions in these cases may be made to the above provisions at the discretion of the committee.

13. Except as specifically provided herein, the administration of the sick bank shall not cause any expense to the Village.
GENERAL STATEMENT OF DUTIES: Performs routine cleaning duties; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Under supervision, performs manual work involved in cleaning and caring for public buildings(s), parking structure(s), and adjacent yards and sidewalks. The work of a Cleaner is distinguished from caretaker in that a person in this position is not required to perform handyman repairs or care for furnaces.

EXAMPLES OF WORK: (Illustrative Only)
Mops and/or sweeps floors, corridors, and stairs;
Cleans lavatories, when applicable;
Dusts desks, chairs, tables, bookshelves, filing cabinets;
Empties trash receptacles;
Waxes furniture and floors;
Washes windows, walls, and partitions;
Vacuums floors, rugs and carpets;
Moves furniture;
Mows lawns;
May shovel snow, clean sidewalks, yards, and driveways.

REQUIRED KNOWLEDGE, SKILLS, AND ATTRIBUTES: Familiarity with building/structure cleaning practices, supplies, and equipment; ability to use building cleaning supplies and equipment; ability to understand and follow simple oral and written instructions; willingness to perform manual tasks; thoroughness; dependability; honesty; physical condition commensurate with the duties of the position.
MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: Ability to read and write English and preferably some cleaning experience.
GENERAL STATEMENT OF DUTIES: Reads meters and records water meter readings; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Under general supervision, an incumbent of this class performs work of a routine nature involved in the reading and recording of water consumption from meters located on the consumer's premises. This position may involve considerable contact with the public. It may, on occasion, involve locating sources of leaks or water waste for consumers. Supervision is not usually a function of this position.

EXAMPLES OF WORK: (Illustrative Only)
- Reads and records meter readings or uses a remote to obtain meter readings;
- Turns off water service on delinquent accounts, as directed;
- Turns on and turns off water service as requested by consumer;
- Replaces defective meters;
- Places metal seals on meters;
- Investigates illegal tampering of meters;
- Investigates complaints of too high meter readings, insufficient water or too low pressure;
- Locates sources of water leaks and waste;
- Inspects hydrants;
- Changes meters;
- Assists in installation of new meters and remote readers;
- May prepare daily reports as to meter readings or download readings, as required;
- May calculate consumption on basis of present and previous readings.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Familiarity with the construction, operation and maintenance of water meters; ability to record figures accurately and legibly; ability to make simple arithmetical computations; ability to understand and carry out oral and written instructions; dependability; courtesy; tact; physical condition commensurate with the duties of the position.
MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: Either: (a) graduation from high school or possession of a high school equivalency diploma and one year of work experience involving public contact either by telephone or in person; or (b) completion of a standard grammar school course and five years of work experience, one year of which involved public contact as stated in (a); or (c) a satisfactory equivalent combination of the foregoing training and experience.

SPECIAL REQUIREMENT: Possession of a valid license to operate a motor vehicle in New York State at time of appointment.
PARK GROUNDSKEEPER

GENERAL STATEMENT OF DUTIES: Performs routine manual work in connection with the general and specific upkeep and maintenance of facilities and park grounds; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Under direct supervision, an incumbent in this class is responsible for performing semi-skilled and unskilled manual labor related to the care and maintenance of facilities and grounds (i.e. athletic/sports fields, benches, floats, etc.). This position is required to perform ordinary protective service in general and specific upkeep of facilities and in the care of tools and equipment. Assignments are outlined in detail and work is frequently checked by inspection. While supervision is not usually a function of this position, the Park Groundskeeper may act as a lead in a crew of unskilled workers and/or trainees assigned to the facility (ies).

EXAMPLES OF WORK: (Illustrative Only)

Makes minor repairs to parks equipment;

Makes repairs to athletic/sports facilities;

Paints and repairs park benches, boats and floats;

Cleans gutters and drains;

Sweeps paths and driveways;

Cleans swimming pool and refills with water;

Cares for baseball diamond;

Mows, rakes, and cuts grass;

Transplants seedlings;

Participates in grounds maintenance, including seasonal care of trees, shrubs, flowers, ground preparation for lawn rejuvenation, planning and fertilizing activities, including pesticide application and control;

When not working as a park laborer, does other routine manual work;

May drive light truck or other light equipment in connection with the assigned responsibility and maintain and make minor adjustments to the equipment (if needed).
REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Familiarity with ground maintenance activities, tools, and equipment; ability to understand both oral and written directions; ability to ascend and work in lofty places, where required; willingness to perform routine manual work; honesty; reliability; physical endurance; physical condition commensurate with the duties of the position.

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: None

SPECIAL REQUIREMENT: If employee is required to operate automotive equipment: possession, at time of appointment, of a valid license to operate a motor vehicle in New York State, appropriate to the equipment being operated.
CARETAKER

GENERAL STATEMENT OF DUTIES: Performs cleaning and semi-skilled maintenance tasks, does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Under supervision, incumbents of this class are responsible for routine manual work requiring efficient performance of simple cleaning and building maintenance tasks. Duties may also involve minor repair tasks. Work is performed according to a well-established routine. When the operation of a heating system is involved the work required is of an elementary nature. Supervision is not usually a responsibility of this position.

EXAMPLES OF WORK: (Illustrative Only)

Sets thermostats to control heating and/or air conditioning system;

Sweeps, mops and waxes floors, washes windows, polishes furniture and dusts and performs other cleaning duties;

Performs groundskeeping activities, as required, such as cleaning snow, mowing lawns, raking leaves, trimming shrubs, planting flowers, and general grounds maintenance such as clearing litter and debris;

Delivers packages, mail and messages;

Requisitions supplies through supervisor or makes direct purchases;

Performs minor repairs to furniture, electrical fixtures, windows and shades, locks, faucets, heating system and other equipment;

Reports need of major repairs to superior;

Checks doors and windows to see that they are closed or locked where proper;

Moves and arranges chairs, tables, and other furniture or equipment;

May undertake simple plumbing, electrical, carpentry or painting tasks;

May check on or monitor fuel oil supply and reports shortages
REQUIRE KNOLEDGE, SKILL, ABILITIES AND ATTRIBUTES: Good knowledge of building and cleaning practices, supplies and equipment and the ability to use them economically and efficiently; familiarity with the operation and maintenance of heating systems; ability to make semi-skilled plumbing, electrical, carpentry, and mechanical repairs; ability to perform a variety of routine cleaning and maintenance tasks; ability to understand and follow simple oral and written directions; thoroughness; reliability; physical condition commensurate with the duties of the position.

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: Ability to read and write.
SKILLED LABORER

GENERAL STATEMENT OF DUTIES: Performs semi-skilled laboring work; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Under the direct supervision of a higher level operation or maintenance employee, the incumbent in this class performs a variety of tasks in the maintenance, repair or operation of various installations and facilities. The tasks require a certain amount of acquired skill, often dealing with mechanical equipment. The skill involved is not parallel to that of the standard trades, and there is no formal or usual learning period as an apprentice or helper. Incumbents have gained a knowledge of departmental operations and may act as a group leader or as an assistant to the regular supervisor.

EXAMPLES OF WORK: (Illustrative Only)

Operates a variety of small stationary equipment such as air compressors, portable generators, concrete mixers, pumps, etc.;

Operates, maintains, and makes minor repairs to a wide variety of small equipment such as tractors, mowers, power saws, etc.;

Operates automotive equipment, such as pick-up trucks, small vans, or cars, to transport employees/equipment to/from work sites;

Assists skilled mechanics in minor mechanical work on machinery and building trade operations;

Builds forms or structures using bricks, concrete and stone, and the repair of same;

Performs minor repairs in the electrical, carpentry and plumbing field;

Assists skilled mechanics performing mechanical work, in skilled installation and repair work;

Performs minor painting work.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Good knowledge of the techniques and terminology used in the operation of mechanical equipment; ability to operate a variety of mechanical equipment; ability to follow oral or written instructions; ability to work alone or with others; ability to learn new work quickly; mechanical ability; manual dexterity; physical condition commensurate with the duties of the position.
SKILLED LABORER

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: Either (a) high school graduation or possession of a high school equivalency diploma and two (2) years of experience as a laborer; or (b) six (6) years of experience as a laborer; or (c) satisfactory equivalent combination of the foregoing training and experience.

SPECIAL REQUIREMENT: Where the position requires the operation of motor equipment, possession of a valid license to operate a motor vehicle in New York State appropriate to the vehicles to be operated.

Towns, Villages, City of Rye
J. C.: Non-Competitive
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Job Class Code: 0423
MOTOR EQUIPMENT OPERATOR

GENERAL STATEMENT OF DUTIES: Operates one or more types of automotive equipment and performs a variety of manual tasks in connection with such operations; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Under supervision, employees in this class perform recurring manual duties in connection with the operation of moderately complex motor equipment, such as a tractor, truck with a power take off unit, power mower, snow loader, concrete mixer, snow plow, automobile or omnibus. Incumbents are responsible for the safe and economical operation and care of their equipment on assigned tasks. Oversight of a small number of personnel may be a responsibility of this class.

EXAMPLES OF WORK: (Illustrative Only)

Operates automotive equipment in connection with the collection of garbage, rubbish, trash, ashes, snow and in the transportation of sand, stone, gravel, and other construction or demolition materials and/or supplies;

Operates a tractor or truck with a power mower, snow loader, concrete mixer, patching rollers, under ten tons, road graders or related equipment;

Operates passenger automobiles, trucks or omnibuses to and from designated places to deliver or pick up mail, packages, supplies, etc.;

Performs manual labor, such as assisting in the loading of trucks, erecting snow fences, cleaning culverts, assists and performs related work with the maintenance crew;

Makes minor repairs and assists in clearing automotive equipment;

Performs preventive maintenance on equipment such as lubrication, oil changes, etc.;

May oversee the work of laborers engaged in loading and unloading trucks, or in manual work.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Good knowledge of the operation of trucks, tractors, and other automotive equipment; good knowledge of the safety standards of the trade; ability to understand and follow simple oral and written directions; ability to get along well with others; mechanical aptitude; dependability; physical condition commensurate with the duties of the position.
MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: None.

SPECIAL REQUIREMENT AT TIME OF APPOINTMENT: Possession of a valid New York State Commercial Driver's License, Class B, (CDLB). Depending on equipment to be operated, appropriate endorsements (i.e., air brakes, hazardous materials, passenger endorsements) may be required. Under New York State Law, applicants for the CDL must be 21 years old.
WATER AND SEWER MAINTENANCE WORKER GRADE II

GENERAL STATEMENT OF DUTIES: Performs routine semi-skilled work in connection with the maintenance and repair of a water and sewer system; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Under direct supervision, an incumbent of this class performs semi-skilled maintenance and repair work on water mains, sewer lines, service connections, storm sewers, and pumping stations. The incumbent may oversee the work of a small number of laborers.

EXAMPLES OF WORK: (Illustrative Only)
Assists in the installation, repair and maintenance of water mains, hydrants and gate valves;
Flushes water mains, hydrants, and sewers;
Drags sewers;
Repairs and tests motors;
Assists in the operation of a pumping station or water treatment plant equipment;
Taps and inspects new service connections and liens;
Investigates consumer complaints;
Performs custodial duties at the pump house or water treatment plant;
Cuts grass and weeds around lakes and watersheds with power equipment and keeps property clean;
Assists in the cleaning, testing, installing and repair of water meters;
May be assigned to read meters, as necessary;
May assist, as needed, in stock area for water supplies, materials, equipment;
Serves as a relief operator at pumping station and plants.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Familiarity with the practices, tools and terminology used in maintenance, repair and installation of water lines, sewer lines and appurtenances; ability to understand and carry out written and oral instructions; reliability, ability to withstand heavy labor for extended periods; physical condition commensurate with the duties of the position.
MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: Completion of eighth grade and either: (a) one year of experience as a plumber’s helper; or (b) one year of work experience in the operation, maintenance, or repair of mechanical equipment; (c) one year of work experience in the construction field; or (d) one year of experience as a laborer or Water Meter Reader in a Water and Sewer department; or (e) a satisfactory equivalent combination of the foregoing training and experience.

SPECIAL REQUIREMENT AT TIME OF APPOINTMENT: Possession of a valid license to operate a motor vehicle in New York State.
AUTOMOTIVE MECHANIC

GENERAL STATEMENT OF DUTIES: Repairs and maintains automotive equipment; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Under the general supervision of higher level employee, an employee in this class is responsible for a wide variety of repair, diagnostic, and maintenance work on all types of automotive equipment. Incumbents will be responsible for carrying out a preventive maintenance program for the equipment and may be required to operate varied types of automotive equipment. Supervision may be exercised over subordinate employees.

EXAMPLES OF WORK: (Illustrative Only)
Removes and repairs gasoline or diesel (internal) combustion engines, including fitting or crankshafts, pistons, pins and bearings;
Removes and adjusts carburetors, distributors;
Removes and overhauls transmissions, including automatic transmissions and differentials;
Maintains and repairs fuel, cooling, and exhaust systems;
Inspects, maintains, and repairs electrical systems, chassis units, and accessories;
Operates valve-grinder, drill press, lathe, welding and burning equipment, and other associated tools;
Repairs or assists in the repairs of snow plows, road rollers, and various miscellaneous mowers, pumps, etc.
Performs inspections of automotive equipment as part of a preventative maintenance program;
May supervise subordinate employees in the performance of the job;
May operate automotive equipment including trucks, rollers, graders, front end loaders, back hoes, etc., as required by the individual municipality or district.
REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Thorough knowledge of the tools, techniques and terminology associated with the automotive mechanics trade; good knowledge of the accident and safety precautions of the trade; demonstrated ability to perform difficult repairs of all types on automotive equipment; ability to readily diagnose mechanical difficulties; ability to work from oral or written instructions and without instruction from own diagnosis; ability to lay out, organize and plan the work of others; ability to operate a wide variety of automotive equipment; ability to get along well with others; physical strength and agility; physical condition commensurate with the duties of the position.

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: Graduation from high school or trade school or possession of a high school equivalency diploma and three years of experience where the primary function involved automotive repair work.

SPECIAL REQUIREMENT: Possession of a valid license to operate a motor vehicle in New York State, appropriate for the type of equipment to be operated.

SPECIAL REQUIREMENT FOR APPOINTMENT IN SCHOOL DISTRICTS: In accordance with the Safe Schools Against Violence in Education (SAVE) legislation, Chapter 180 of the Laws of 2000, and by the Regulations of the Commissioner of Education, candidates for appointment in school districts must obtain clearance for employment from the State Education Department prior to employment based upon a fingerprint and criminal history background check.

Towns, Villages, Special Districts, Cities of Peekskill and Rye, School Districts
J.C.: Non-Competitive

Job Class Code: 0481 (Municipalities)
S481 (School Districts)
SANITATION WORKER

GENERAL STATEMENT OF DUTIES: Performs routine manual work in the collection of garbage and refuse; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is routine manual work requiring no previous training or experience but requiring physical endurance and a willingness to perform manual tasks. Constant oversight is maintained over the work at all times.

EXAMPLES OF WORK: (Illustrative Only)
Rolls out trash barrels from yards, houses, apartments, or cellars to the for loading on trucks;
Returns empty barrels from street to apartment, house yards or cellars;
Loads trash barrels on trucks;
Loads refuse onto trucks;
Distributes load on trucks;
Covers the garbage load with tarpaulin;
Removes snow from streets, cleans snow from catch basins and corners and removes snow from around fire hydrants;
Sweeps street;
Sands icy streets
May perform activities associated with a Laborer position; i.e. hauling and raking of leaves, cutting grass and assisting in the erection of traffic signs, when not performing duties of a Sanitation Worker;
May operate a small vehicle (cart, pick-up truck, etc.) to pickup refuse;
May operate a truck to plow show, sand streets, etc. in a storm emergency.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Willingness to perform routine manual work; ability to lift heavy weights; willingness to work under all weather conditions; physical endurance; physical condition commensurate with the demands of the position.
SANITATION WORKER

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: None

SPECIAL REQUIREMENT: If applicable, possession of valid license to operate a motor vehicle in New York State, appropriate to the vehicle to be operated.
APPENDIX F

VILLAGE OF BRIARCLIFF MANOR
EMPLOYEE EVALUATION FORM
TO BE COMPLETED BY DEPARTMENT HEAD
FOR CSEA EMPLOYEE

EMPLOYEE'S NAME

JOB TITLE

CIVIL SERVICE STATUS
(PERMANENT, PROVISIONAL, PROBATIONARY)

JOB CLASS SPECIFICATION
(COMPETITIVE, LABOR, EXEMPT, UNCLASSIFIED)

DEPARTMENT HEAD/EVALUATOR

EVALUATION PERIOD (FROM TO)

TODAY'S DATE

PLEASE CIRCLE ONLY ONE RATING IN EACH CATEGORY. IF ADDITIONAL COMMENTS ARE
APPROPRIATE, COMPLETE IN SPACES PROVIDED. DETAILED EXPLANATIONS SHOULD BE
PROVIDED ON SEPARATE SHEETS.

KEY
4 = EXCEEDS STANDARDS OF PERFORMANCE
3 = CONSISTENTLY MEETS STANDARDS OF PERFORMANCE
2 = INCONSISTENT IN MEETING STANDARDS OF PERFORMANCE
1 = DOES NOT MEET STANDARDS OF PERFORMANCE
NA = NOT APPLICABLE

ATTENDANCE
ADHERES TO SPECIFIED WORK HOURS AND RELATED ATTENDANCE PROCEDURES; PATTERNS OF
ATTENDANCE CONTRIBUTE TO WORKFLOW

4  3  2  1  NA  FINAL EVAL: __________

COMMENTS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

ATTITUDE (COOPERATIVENESS/TEAMWORK)
PORTRAYS A POSITIVE REINFORCING ATTITUDE TOWARDS SUPERVISOR(S), ASSIGNMENT,
CO-WORKERS, RESIDENTS AND VILLAGE; ACCEPTANCE OF CONSTRUCTIVE CRITICISM; RESPECTS AND
UNDERSTANDS OTHERS; DEMONSTRATES INTEREST AND ENTHUSIASM

4  3  2  1  NA  FINAL EVAL: __________

COMMENTS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
### JOB KNOWLEDGE
Requirements & Duties of Assigned Job are understood and performed; Technical/Job Specific Knowledge is demonstrated; Familiarity with procedures; Departmental goals are understood.

<table>
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<th>4</th>
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<th>2</th>
<th>1</th>
<th>NA</th>
<th>Final Eval:</th>
</tr>
</thead>
</table>

Comments:

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### COMMUNICATION SKILLS
Communicates in clear and precise manner; listens to others; concise written communication; understands and follows directions, responds to telephone call questions and concerns in a positive manner, accurate in giving and taking messages.

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Comments:

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### SELF RELIANT
Takes initiative; meets unexpected needs; anticipates and resolves daily concerns; performs without direct supervision; follows organizational procedures; discretion in use of confidential information; finishes assignments/jobs.

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</table>

Comments:

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### ANTICIPATION OF NEEDS
Takes initiative; meets unexpected needs; anticipates and resolves daily concerns without direct supervision; follows organizational procedures; discretion in use of confidential information; ability to handle unusual situations without specific instructions; make practical suggestions for improving the handling of assigned work.

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<th>1</th>
<th>NA</th>
<th>Final Eval:</th>
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</thead>
</table>

Comments:
JOB COMPETENCE/WORK QUALITY
THOROUGHNESS, ACCURACY, NEATNESS IN WORK, PROPER USE OF TOOLS, SUPPLIES, EQUIPMENT AND VEHICLES; SAFETY AWARENESS, COMPLETION OF JOB TO SPECIFICATION

4 3 2 1 NA FINAL EVAL: ______

COMMENTS:

SUPERVISORY SKILLS
UTILIZATION OF ASSIGNED PERSONNEL; ABILITY TO MOTIVATE ASSIGNED PERSONNEL; PROVIDES FOR TRAINING NEEDS OF STAFF; ABILITY TO DEVELOP AND IMPLEMENT SHORT AND LONG RANGE PLANS/GOALS

4 3 2 1 NA FINAL EVAL: ______

COMMENTS:

PERSONAL APPEARANCE
WEARS CLEAN UNIFORM; WEARS CLOTHING OF RIGHT TYPE AND FIT; PROJECTS NEAT APPEARANCE

4 3 2 1 NA FINAL EVAL: ______

COMMENTS:

EMPLOYEE COMPLETE THIS SECTION:
KEY AREAS OF STRENGTH:

KEY AREAS OF WEAKNESS:

GOALS:

TRAINING:

EMPLOYEE COMMENTS:
SUPERVISOR COMPLETE THIS SECTION:

KEY AREAS OF STRENGTH: 

__________________________________________________________

__________________________________________________________

KEY AREAS OF WEAKNESS: 

__________________________________________________________

__________________________________________________________

GOALS: 

__________________________________________________________

__________________________________________________________

TRAINING: 

__________________________________________________________

__________________________________________________________

SUPERVISOR COMMENTS: 

__________________________________________________________

__________________________________________________________

ACKNOWLEDGEMENT
I ACKNOWLEDGE THAT THIS EVALUATION HAS BEEN REVIEWED WITH ME AND I UNDERSTAND ITS CONTENTS

__________________________________________  _________________
EMPLOYEE  DATE

__________________________________________  _________________
EVALUATOR  DATE
As per Article VI of the CSEA Agreement I hereby request vacation pay in advance of the pay day. It is my understanding that three (3) weeks notice must be given to my supervisor in order for the request to be granted.

NAME: ____________________________________________

DATE: ____________________________________________

TITLE: ____________________________________________

DEPARTMENT: ______________________________________

DATES VACATION PAY REQUESTED

FROM: ____________________________________________

TO: ______________________________________________

APPROVED: [ ]

NOT APPROVED: [ ]

SUPERVISOR'S SIGNATURE: ____________________________