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AGREEMENT

by and between the

INCORPORATED VILLAGE OF FLORAL PARK

and

CSEA, Local 1000 AFSCME, AFL-CIO

CSEA

Incorporated Village of Floral Park Unit
Nassau County Municipal Employees Local 882

June 1, 2004 - May 31, 2010
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**ALCOHOL AND DRUG TESTING POLICY**  
APENDIX A

**STIPULATION**  
APENDIX B
AGREEMENT made this _____ day of _____ 2006, between the
INCORPORATED VILLAGE OF FLORAL PARK, New York, a municipal corporation
having its principal office at One Floral Boulevard, Floral Park, Nassau County, New
York (hereinafter referred to as the “Village”) and THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO (hereinafter referred to as
“CSEA”).

ARTICLE I - RECOGNITION

The Village recognizes the CSEA as the sole representative and bargaining
agent for and on behalf of the full-time and part-time employees, defined as school
crossing guards and those certain part-time employees identified in a Stipulation dated
September, 1997 in PERB case No.: CP-454 (attached hereto as Appendix B), of the
Village other than elected and appointed officials, management and supervisory
personnel, uniformed and plainclothes police officers and temporary and seasonal
employees with respect to wages, hours, working condition, grievances and other terms
and conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS

It is understood and agreed that the Village has the exclusive right to manage its
affairs consistent with the established collective bargaining agreement and any
established past practice. The Village has the right to direct the work force, the right to
determine the staffing levels, the level and types of services provided, the type of
equipment used and the right to maintain discipline and efficiency of its employees.
ARTICLE III - RECORDATION

This contract shall be incorporated as an exhibit in the minutes of the Village Board meeting when approved.

ARTICLE IV - SAFETY

Section 1. It shall be the duty of all personnel to see that all Village facilities and working conditions are in a safe condition. Any hazardous condition shall be reported in writing to the immediate supervisor who shall promptly report such condition to the proper authority.

Section 2. In the event there is a question concerning an alleged operating defect in a vehicle, equipment or facility, the department foreman and the garage foreman will make the final decision concerning its use.

Section 3. All employees furnished uniforms and/or safety equipment or clothes shall wear such clothes or equipment when performing their duties. Failure to do so shall be considered as not being properly prepared for work and the employee shall be suspended without pay for that day and for each subsequent day on which the employee shall fail to be properly prepared for work.

Section 4. Effective 6/1/96, all eligible permanent employees in the Highway, Village Hall Administration, Parking Fields, Parks, Sanitation and Shade Tree Departments shall receive three (3) pairs of trousers and six (6) shirts on an annual basis. Each such employee shall receive one (1) winter parka and one (1) jacket every two (2) years. Distribution of the parkas and jackets shall be as follows: one-half of the eligible employees shall receive these articles in the Fall of odd-numbered years and
the other half of the eligible employees shall receive these articles in the Fall of the
even-numbered years. Summer shirts and the length of parkas and jackets shall be
determined in accordance with the needs of the employees and indicated by a survey of
its members of CSEA. Sanitation department employees shall receive thermal
sweatshirts in lieu of parkas. Mechanics may request and discuss any uniform needs
with the Superintendent of Public Works.

Section 5. Clothes and/or safety equipment as mentioned in Section 3
and 4 of this article issued by the Village are to remain the property of the Village. They
are to be worn only when an employee is on duty, but may be worn when traveling
directly between the employee's home and his reporting location. At the termination of
employment, for whatever the cause, such Village property shall be returned to the
Village. The laundering and/or cleaning of these articles shall be the responsibility of the
employee.

ARTICLE V - WORKING HOURS

Section 1. The existing basic work week of five (5) days, forty (40) hours shall
remain in effect. With respect to Library and Clerical personnel, the existing basic work
week of five (5) days, thirty-five (35) hours shall remain in effect. The work week of
those employees working less than a normally scheduled thirty-five (35) hour week may
be subject to scheduling in excess of the basic five-day week. The work week of the
Recreation Department personnel is subject to seasonal variation in scheduling. The
basic working hours of school crossing guards shall be those assigned by the Police
Commissioner of the Floral Park Police Department, but shall not be less than four (4)
hours on any regularly scheduled working day. The basic working hours of police
dispatchers assigned to tours shall be as follows:

A dispatcher shall be assigned to the 7:00 a.m. to 3:00 p.m. tour for four (4)
successive days, with seventy-two (72) hours off. A dispatcher shall then be assigned to
the 3:00 p.m. to 11:00 p.m. tour for four (4) successive days, with seventy-two (72)
hours off. A dispatcher shall then be assigned to the 11:00 p.m. to 7:00 a.m. tour for
four (4) successive days, with seventh-two (72) hours off.

Sweepers shall work as follows: one will operate Tuesday through Friday, 5:00
a.m. to 1:30 p.m., Saturday 4:00 a.m. to 12 noon, Sunday and Monday off. The other
shall operate Monday through Friday, 5:00 a.m. to 1:30 p.m., Saturday and Sunday off.
During Winter, hours, days and times may change due to the inability to sweep when
snow is on the ground. This will be at Management’s discretion.

Employees shall be entitled to one fifteen (15) minute coffee break in the
morning. This cannot be carried over or combined for use the same day or other days.

Section 2. An employee who is ordered to work and works overtime shall be
paid at the rate of pay equal to one and one-half times his or her hourly rate. Scheduled
time charged against sick leave shall be considered time worked for the purpose of
determining overtime.

It is understood and agreed that the overtime referred to above represents those
hours worked in excess of eight (8) hours on any single day or in excess of forty (40)
hours in one week. With respect to Library and Clerical personnel, work in excess of
seven (7) hours per day or thirty-five (35) hours per week shall constitute overtime.
With respect to police dispatchers, work in excess of an eight (8) hour shift shall constitute overtime; provided, however, that in the event of a shortage of personnel, the Police Commissioner may shift a dispatcher from one tour to another without the payment of overtime.

Employees who work overtime will be paid time and one-half for the first eight (8) hours and double time thereafter, but must work a minimum of sixteen (16) consecutive hours in one day. If overtime is more than eight (8) hours but less than sixteen (16) hours, the overtime rate will be at time and one-half.

Employees hired to work on Sunday only at the Library shall be paid at the flat rate of compensation set forth in schedule A-1.

Ending with the August 23, 1996 pay period, there will be a one week lag in the payment of overtime.

An employee who works four (4) hours above his or her normal work day, as defined in the above paragraph, or works four (4) hours or more on an overtime day shall be entitled to one meal allowance of $8.00 for each day.

An employee who works eight (8) hours above his or her normal work day, as defined in the above paragraph in this section, or works eight (8) hours or more on an overtime day shall be entitled to a second meal allowance of $8.00 for each such day for a maximum of $16.00 per day.

Section 3. In the event that it is necessary to recall employees to work because of an emergency, the Village shall, to the best of its ability, call employees within department and job classification on the basis of seniority. Should this not provide sufficient personnel, the Village reserves the right to go outside the department and call
in employees by seniority and job classification. If this procedure does not provide sufficient personnel, the Village shall have the right to call in provisional help or to employ an outside contractor in order to properly serve the best interests of the Village.

In the event there is a need for a relief motor equipment operator in the Sanitation Department, the MEO Relief or MEO Trainees in the Sanitation Department shall be called first and, if additional motor equipment operator is needed, then the motor equipment operator in the Highway Department shall be called and, if necessary, a Highway MEO Relief or MEO Trainees.

Section 4. If an employee is called back to work to perform emergency duty because of storms, snow, or other similar occurrences, such employee shall be compensated for such work at his hourly rate, but in no event will the employee receive less than two (2) hours pay.

It is understood and agreed that if this emergency time represents hours worked after or before an employee's normal tour of duty worked on a given day or beyond the employee's basic work week of forty (40) hours, the compensation referred to in the immediately preceding paragraph shall be determined at one and one-half times the hourly rate.

Section 5. If an employee is ordered to work and works on a holiday as listed in Article VI, Section 2 hereof, the employee shall be paid at the hourly rate of pay equal to one and one-half times his or her hourly rate and, as mutually agreed upon, the employee shall either be given a compensatory day off within the same week, or be paid at the rate of pay equal to his hourly rate.
With respect to full-time Library personnel, if an employee's work schedule is less than a normally scheduled thirty-five (35) hour work week, compensation for holidays payable to such an employee shall be the average daily pay as determined from the employee's salary for his or her regularly scheduled work week in accordance with the seasonal schedule then in effect.

Section 8. Notwithstanding the provisions of the preceding sections, an employee who is ordered to work and works on a Sunday, when it is not part of the normal work schedule, shall be compensated at the rate of two (2) hours of such pay. The provisions of this section shall not apply to Clerk-Dispatchers.

Section 7. In connection with storm alerts, it is understood and agreed that advice to employees represents the Village's effort to determine the availability of a work force and to advise as to when an employee shall report for duty.

Section 8 - Recycling Program: Full-time employees known as "recyclers" will be placed in that position with the following work rules:

(a) Recyclers shall work a five-day work week, Monday through Friday. Recyclers shall work eight (8) hours per day. Upon implementation of the five-day work week effective February 13, 2006, Recyclers shall be paid at Grade 18 of Schedule A-1.

(b) Recyclers' hours of work shall be 7 a.m. to 3:30 p.m. per day. Recyclers will have the same morning break and lunch period as all other employees in the Department of Public Works.

(c) Wednesdays: Recyclers will pick-up freon appliances on every third Wednesday of the month and also will fill in for Sanitation employees on Wednesdays. Recyclers who fill in for Sanitation employees will be allowed to end their work day
along with the Sanitation crews. Recyclers who do not fill in for Sanitation employees on Wednesdays will be allowed to end their work day once the recycling yard is clean, the dumpsters are loaded and the recycling equipment is cleaned.

CSEA recognizes that the recycling program work rules may require adjustment to properly administer the program. Adjustments by the Village can be made to starting and ending times, the number of employees listed as recyclers, type of garbage to be recycled and such other provisions as the Village determines in its reasonable discretion to be necessary.

The Recycling and Solid Waste programs will be reviewed by CSEA and the Village at least once a year.

Section 9. Employees shall be reimbursed for travel mileage for attending authorized job-related workshops at Nassau Library System or other libraries, at the then-authorized IRS rate.

ARTICLE VI - VACATIONS and HOLIDAYS

Section 1.

(a) Vacations with pay shall be granted as specified below for full-time employees working the basic work week as defined in Article V, Section 1:

<table>
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(b) Employees working less than the basic work week shall receive such vacation on a prorated basis, except that part-time employees shall not be entitled to paid vacations.

(c) Vacations shall be taken in the calendar year in which they are earned.

(d) Vacations shall be scheduled by the respective department heads giving preference to employee choice according to seniority where practical and where consistent with continued efficient operation.

(e) If an employee's vacation has been deferred at the request of his or her department head, the vacation so deferred may be taken in the following year upon approval of the Board of Trustees.

Section 2: Holidays for employees of the Village shall be as follows:

- New Year's Day: January 1st
- Martin Luther King's Birthday: Third Monday in January
- President's Day: Third Monday in February
- Memorial Day: Fourth Monday in May
- Independence Day: July 4th
- Labor Day: First Monday in September
- Columbus Day: Second Monday in October
- Election Day: First Tuesday after the First Monday in November
- Veteran's Day: November 11th
- Thanksgiving Day: Fourth Thursday in November
- Christmas Day: December 25th

Christmas Eve, December 24th, and New Year's Eve, December 31st, shall be one-half day holidays for employees other than Library personnel provided that such dates are regularly scheduled work days.

(a) All employees shall receive a ½ day off on the Friday prior to Christmas and New Year's when such holidays fall on a Sunday or Monday.
Library personnel shall observe Christmas Eve, December 24th, as a full holiday provided that such a date is a regularly scheduled work day. There will be no holiday observance of New Year's Eve, December 31st, by Library personnel.

Election Day shall be a floating holiday, and must be taken before June 1st of the following year.

When a holiday falls on a Saturday, the Village shall provide time off for all employees and compensate those required to work in accordance with Article V, Section 5.

Part-time employees shall not be entitled to paid holidays.

(b) All bargaining unit employees shall be paid for all unused floating holidays.

ARTICLE VII - LEAVE ALLOWANCE

Section 1. Each full-time employee shall receive a quarterly statement of accruals (i.e.: sick leave, vacation leave and personal leave) beginning with June 1, 2000.

All full-time employees shall be granted one (1) working day of sick leave for each completed calendar month of service. Sick leave accumulation is unlimited. In the event of retirement, resignation, discharge, or death, accumulated and unused sick leave time standing to the credit of such employee shall be reimbursed at the rate of 50 percent on a maximum of 200 days.

Part-time employees shall not earn or be entitled to any leave allowance or usage. An employee will not accrue vacation, holiday or personal days when an employee is in a "no-pay" status due to injury or illness for sixty (60) or more days. Such
employee shall have his/her yearly allotment of vacation leave pro-rated based on time worked.

When an employee, because of sickness or disability, is required to remain away from his or her employment beyond the employee’s accumulated sick leave time, the Board of Trustees of the Village or the Library Board of Trustees, as appropriate, may grant additional sick leave with or without pay. Such additional sick leave time can be granted by such Board only upon certification by the employee’s physician that the employee is required, by reason of illness or disability, to remain away from his or her employment for such additional period.

An employee shall not earn sick leave after his accumulated sick leave time is depleted while the employee is on sick leave or worker’s compensation leave.

For purposes of earning sick leave, authorized time off is considered time worked.

Section 2. An employee who becomes ill while on vacation may use his or her sick leave for the remainder of the illness or until such employee’s accrued sick leave has been completely used. The employee’s vacation will be adjusted accordingly provided proper notice is given, a doctor’s certification is presented and the rescheduled vacation is taken at the discretion of the employee’s immediate supervisor. Proper notice shall mean that the employee’s immediate supervisor shall be notified within twenty-four (24) hours of the beginning of the sick leave.

Section 3. When an employee works less than two (2) hours and leaves work because of illness, he or she shall be charged with a full day of sick leave. When an employee works two (2) hours or more but less than six (6) hours in the case of an eight
(6) hour day or two (2) hours or more but less than five (5) hours in the case of a seven
(7) hour day, and leaves work because of illness, he or she shall be charged with one-
half (1/2) day of sick leave. For up to three occasions per year, an employee, who works
more than six hours and leaves work because of illness, shall not be charged any sick
leave for the day. After the third occasion, the employee shall be charged sick leave for
the hours missed in one-half hour increments. If an employee becomes ill as mentioned
above and has no sick leave time available, he or she shall be paid only for those hours
actually worked. This provision may be reopened and reconsidered by the parties
during the term of this Agreement.

Section 4. Any employee, who is absent from work due to illness or injury for
three (3) or more consecutive days, shall be required to submit a doctors note certifying
the employee’s fitness to work in order for such employee to be paid for the sick time.

Section 5 - Absence Control Plan

Step One - Discussion

Any employee who is absent for four (4) separate occasions in any calendar year
because of accident or illness shall be placed on Step One of the Absence Control Plan.
The employee must discuss the nature of absences with the supervisor. The supervisor
will explain the absence control plan with the employee. All subsequent absences will
require a doctor’s certificate certifying the nature of the accident or injury in order to
entitle such employee to sick leave with pay.

Effective upon execution of this Contract, for purposes of the Absence Control
Plan, an employee who leaves work because of an illness after having worked less than
two (2) hours, shall be charged with a full occasion of absence. When an employee
works two (2) hours or more but less than six (6) hours in the case of an eight (8) hour day, or two (2) hours or more but less than five (5) hours in the case of a seven (7) hour day, and leaves work because of illness, he or she shall be charged with a one-half (1/2) occasion of absence. Two one-half (1/2) occasions of absence shall equal one occasions of absence.

**Step Two - Warning**

(a) Any employee who is absent for six (6) separate occasions in any calendar year because of accident or illness shall be placed on Step Two of the Absence Control Plan. The supervisor will warn the employee in writing that recurring absence is a cause for separation from the payroll. A copy of the warning shall be sent to the CSEA unit president. An employee who has been placed on Step Two will remain on Step Two as long as he has absences for six (6) separate occasions because of accident or illness in any twelve (12) month period. The twelve months may be counted either forward or backward to add the occasions of absences to reach six. An employee will remain on Step Two until the end of the calendar year in which he reduces his absences to below six (6) separate occasions in any twelve (12) month period as above determined.

(b) Six (6) occasions in two consecutive years will be considered a pattern of abuse subject to the review of the Grievance Board.

**Step Three - Final Notice**

Any employee, who has been placed on Step Two who is absent for eight (8) separate occasions in any twelve (12) month period as determined in Step Two, will receive final notice that unless attendance becomes satisfactory to the Village and
remains so, he or she will be separated from the payroll. This final warning will be put in writing and placed in the employee's file.

**Step Four - Separation from Payroll**

Any employee on Step Three of the Absence Control Plan who continues to be absent, shall be informed that his/her continued recurring absences necessitate a recommendation to the Village Grievance Board that he/she should be separated from the payroll. The employee shall be accorded all rights of due process, including representation, and be advised of the effective date. The decision of the Grievance Board shall be binding.

This plan will not apply to absences for medical treatment resulting from a catastrophic illness to an employee.

**Section 6.** If an employee is injured on the job and uses his or her sick leave time, and thereafter receives Workers’ Compensation payments which cover these sick days, said payments are to be paid to the Village and the employee will be credited with that portion of sick time to the nearest one-half (1/2) day as represented by said Workers’ Compensation payments. For example, if an employee used five (5) days sick leave and receives a salary of $250 per week and the Village received $200, the employee would be credited with four (4) days and would have used only one day of sick leave.

Under no circumstances will any combination of sick leave benefits and Workers’ Compensation benefits exceed an employee's regular, straight time daily or weekly rate of pay.
Section 7 - Court Appearances. Absence caused by an employee's being required to appear in court as a plaintiff, defendant or witness in an action involving the Village will be approved for the number of days necessary and said employee shall not thereby lose any salary.

Section 8 - Personal Leave. Starting June 1, 1997, each regular employee, except school crossing guards, shall be granted, without salary deduction, up to four (4) days of non-cumulative personal leave during each year of this contract, to be based upon one (1) day of leave for every three (3) months of completed service. Personal leave shall be granted for any of the following reasons:

(a) Religious observance.

(b) Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this agreement.

The employee shall submit a written application for such leave in duplicate to his or her department head no more than 30 days, but not less than 5 days, prior to the date of leave (except in cases of emergency or unforeseen circumstances) and shall be notified by the department head of the disposition of the request.

Requests for such leave shall not entail, unless unavoidable, a day immediately preceding or succeeding a weekend, vacation or holiday. However, if the employee requests such a day, he or she must submit to his or her department head documentation as to the occurrence of an emergency or unforeseen circumstances.

Employees who do not use their personal days must be paid for them upon application to the Village Administrator by May 31 of each contract year.
Section 9 - Bereavement Leave. A regular employee, including a school crossing guard, who is excused from work because of the death of his or her mother, father, wife, husband, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death, but all bereavement leave benefits shall terminate at the end of the day of the funeral. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. However, if the day of the funeral shall be between seventy-two (72) and ninety-six (96) hours following the death, the leave will be extended twenty-four (24) hours and the employee shall be paid for the additional scheduled hours missed during this extension, but not to exceed eight (8) hours.

A full-time employee who is excused from work because of the death of a grandparent, aunt, uncle, cousin, nephew, niece, or his or her spouse's grandparent, aunt, uncle, cousin, nephew or niece, shall be paid his regular rate of pay for the scheduled hours missed on the day of the funeral. Not more than eight (8) hours will be paid under the provisions of this section.

A full-time employee who, while on vacation, suffers a death in his or her family as described above, may have his or her vacation days changed to bereavement leave provided he or she notified his or her immediate supervisor no later than the next Village working day. The amount of vacation time changed to bereavement leave shall be rescheduled at a time mutually agreed upon by the employee and his or her supervisor.
Documentation concerning death giving rise to an employee's bereavement leave may be requested by the Department Head. If the documentation is not satisfactory, the employee may be docked pay.

**Section 10 - Jury Duty.** Notice of jury duty must be submitted to an employee's supervisor and time spent on jury duty shall not be deducted from the regular salary of an employee; nor shall such time be charged to any sick leave time that an employee has accumulated. Any fee that an employee receives shall belong to said employee.

**Section 11.** Officers of the CSEA or their authorized representatives shall be entitled to attend its conventions and authorized special meetings without loss of pay for a collective total of four (4) days.

**Section 12 - Child Care Leave.** A tenured employee shall be granted a leave of absence without pay for up to six (6) months duration. This may be extended by the Board of Trustees of the Village or the Library Board of Trustees, as appropriate, but shall not exceed one (1) year without pay. Such employees shall be reinstated in the same or comparable position upon their return.

**Section 13 - Family Medical Leave.**

(a) Employees are entitled to 12 weeks of Family Medical Leave ("FML").

(b) Employees shall provide advance notice to the maximum extent practicable.

(c) Employees must provide certification of a serious health condition of the employee or employee's immediate family member from a health care provider.

(d) Employees are required to submit certification of fitness to return to work.
(e) The twelve month period in which the 12 weeks of FML leave is taken shall be measured forward from the date any employee's first FML leave begins.

(l) Employees will be required to use all accrued paid vacation, personal and sick leave toward their Family Medical Leave. Such paid leave will be counted toward the 12 weeks FML leave entitlement.

Section 14 - Tenured Employees. Tenured employees may take leaves without pay at the discretion of the Board of Trustees of the Village or the Library Board of Trustees, as appropriate, for periods not to exceed one (1) year in length for rest, restoration or health or the alleviation of hardship involving themselves or their immediate family.

Section 15 - Perfect Attendance. Effective January 1, 2006, any regular employee, except school crossing guards, who maintains a perfect attendance record during any one calendar year shall be granted four (4) days off at regular pay during the next calendar year following said perfect attendance. Such days shall be scheduled in advance with the employee's department head and shall be non-cumulative. An employee may elect to have these days paid out at the regular rate of pay in lieu of days off.

Perfect attendance shall be defined as attendance on the job every day, all day, except for holidays, vacations, the four personal days referred to in Section 8 of this Article, jury duty and bereavement leave as referred to in Section 9 of this Article.

ARTICLE VIII - INSURANCE

Section 1 – Health and Dental Insurance. Effective June 1, 2006, employees with less than five (5) years of service shall contribute twelve and one-half (12.5%) per
cent of their insurance premiums for either individual or family coverage. All employees with more than five (5) years of service, but less than nine (9) years of service, shall contribute six (6%) per cent of their insurance premium, either individual or family coverage. The insurance premiums for employees with more than nine (9) years of service shall be paid in full (100%) by the Village.

The Village shall pay a health benefit allowance of $1,250.00 annually to any employee who has a family coverage in the State Health Insurance Plan and withdraws from the Plan and a health benefit allowance of $750.00 annually to any employee who has individual coverage in the State Health Insurance Plan and withdraws from the Plan. Payment will be made after 12 months from the withdrawal date and annually thereafter. Employees who have withdrawn from the Plan may elect to return to the Plan in accordance with the regulations of the State Health Insurance Plan and shall be paid a pro rata amount for the part of the twelve months when there was no coverage.

Subject to the foregoing The Village agrees to provide on a non-contributory basis for its full-time active employees, the CSEA Horizon Dental Plan, with rate guaranteed for family or individual coverage.

Section 2. The Village agrees to pay for the term of this Agreement and on behalf of its retired employees an amount necessary to provide 100% individual or individual and dependent coverage if the retired employee meets one of the two following provisions:

1. At least 25 years of continuous employment by the Village and minimum age 55 years at the time of retirement from Village employment.
2. At least 15 years of continuous employment by the Village and minimum age of 65 years at the time of retirement from Village employment.

The benefits of this section shall not apply to part-time employees. For employees who retire with less than 25 years of service and 55 years of age, or 15 years of service and 65 years of age, the Village will pay 50% of the cost for individual coverage and 35% of additional cost for family coverage under current New York State requirements.

Section 3—Disability Insurance. The Village shall continue to participate in the New York State Disability Insurance Plan on behalf of its full-time, active employees and school crossing guards.

Section 4—Life Insurance. The Village agrees to contribute for its active full-time employees and school crossing guards, an amount equal to the premiums, not to exceed $100, for maintaining a $5,000 life insurance policy.

Section 5—Optical Plan. The Village agrees to provide on a non-contributory basis optical coverage for full-time employees, only under the CSEA Silver 12 Vision Plan.

At the employee's expense, the Village will make family optical coverage available, if available by the insurance provider.

Section 6—Deferred Compensation Plan. The Village shall continue to provide a deferred compensation plan, currently administered by Mutual of America, at no cost to the Village.
ARTICLE IX – RETIREMENT BENEFITS

Section 1. The Village shall provide for all eligible employees coverage under the New York State Employees Retirement System. Employees in Tiers 1 and 2 shall receive the non-contributory retirement plan and employees in Tiers 3 and 4 shall receive the contributory plan under Section 75-1 of the Retirement and Social Security Law. The retirement plan for the Village has been amended, effective March of 2000, to include the enhanced provisions of Section 41J of the Retirement and Social Security Law.

In addition, the Village will provide for all eligible employees a guaranteed minimum death benefit as specified in Sections 60b and 360b of the New York State Employees Retirement Plan. This benefit will be provided at no cost to the employee.

Section 2. The Village agrees to contribute for its retired employees, except part-time employees, an amount equal to the premium, but not to exceed $100 per year, for maintaining a $2,500 life insurance policy. Eligibility for this benefit shall be at least 25 years employment by the Village, and a minimum age of 56 years at time of retirement from Village employment.

ARTICLE X – PROTECTION OF EMPLOYEES

Section 1. All employees described in paragraph (a) or paragraph (b) of subdivision 1 of Section 75 of the Civil Service Law are afforded the protection of said Section 75.

Section 2. All employees in the non-competitive/labor class shall be subject to the applicable provisions of the Civil Service Law.
Section 3. Seniority in any group classification shall be based on date of employment.

If, in the judgment of the Village Board of Trustees, or the Library Board of Trustees in the case of Library personnel, a program of lay-offs becomes necessary, no permanent employee in a group classification shall be laid off until all provisional and/or probationary employees in the same group classification have been laid off. After all provisional and/or probationary employees in a group classification have been laid off, any additional force reductions necessary shall be in the inverse order of seniority within the group classification.

It is recognized that exceptions to the procedure described above may be necessary where lay-offs in inverse order of seniority would result in laying off an employee for whom no qualified replacement is available or where adherence to the normal procedure would result in impairment of the effectiveness of the work of one or more departments. The Village Board may make exceptions in such cases after submitting the matter to the CSEA for consideration and discussion at least two weeks prior to the application of the exceptions.

Following a period of lay-offs and before hiring new employees, any employee who has been previously laid off must be notified by certified mail of any available work for which the employee previously qualified. Such notification shall direct the employee to return to work at a date and time not less than five (5) days from the mailing of such notification. Failure to report for work in response to such notification shall relieve the Village of all obligation to notify said person if additional employment opportunities arise.
With respect to the application of the above mentioned lay-off procedures, officers of the Floral Park Unit of the CSEA shall, while in office, have the highest seniority.

Section 4. All veterans, as defined in the law, shall be entitled to veterans' credits as mandated by law.

ARTICLE XI – VACANCIES

Section 1 – Announcement of Vacancies. Announcements of vacancies for promotional positions covered by this contract and also including foreman which have salary differentials shall be posted on available bulletin boards and all qualified personnel shall be given adequate opportunity to make application for such positions.

Section 2. The CSEA recognizes that the Village administration must retain flexibility with regard to transfers of employees. The Village will post on available bulletin boards lists of vacancies and/or new positions. In filling such positions, due consideration shall be given to presently employed employees temporarily performing the duties of a vacant position and his or her performance in such temporary assignment and to all employees with respect to length of service, experience and other qualifications.

ARTICLE XII – SALARIES

Section 1.

(a) All employees shall be paid on a bi-weekly basis in a sealed envelope.
Section 2.

(a) Advance vacation paychecks for a minimum of one week will be given. It is expressly understood that advance paychecks will only apply to vacation time accrued.

(b) A one week advance notice will be required in order to receive advanced pay.

(c) Advance pay is at the option of the employee.

Section 3.

(a) Effective June 1, 2004, the Village shall adopt Schedule A-1, which shall be the salary schedule for full-time and part-time employees with the corresponding title and grades. Placement in Schedule A-1 shall be effected in accordance with the attached Placement Schedule. All full-time employees whose salaries exceed the maximum for their corresponding grades shall receive a five (5%) per cent salary increase. Part-time employees are not covered by the grade plan.

(b) Effective June 1, 2005, the salary schedules in effect on May 31, 2005 shall be increased by four (4%) per cent and all full-time employees shall advance one salary step if applicable. All full-time employees whose salaries exceed the maximum for their corresponding grade shall receive a five (5%) per cent salary increase. See Schedule A-2.

(c) Effective June 1 of each year, beginning June 1, 2006, June 1, 2007, June 1, 2008 and June 1, 2009, the salary schedule in effect on May 31 of the corresponding year shall be increased four and one-half (4 1/2 %) per cent and all employees shall advance one salary step, if applicable. All full-time employees whose salaries exceed
the maximum for their corresponding grade shall receive a four and one-half (4 ½ %) per cent increase in each of these years. See Schedules A-3, A-4, A-5 and A-6.

Section 4. Police Communication Operators shall receive, as a night differential, additional compensation of $1,350 annually, to be prorated. This compensation shall be paid in two increments, one in December and the second in June, for the preceding six month period.

Section 5. Longevity payments shall be made in accordance with the attached Schedule A7.

Section 8 - Promotions: With respect to annual salaried employees covered by this Article who may be promoted to a higher level position, such employees shall be compensated in accordance with salary rates specified for the new position. Longevity increments for promoted employees shall be determined in accordance with Section 5 of this Article.

Section 7 - Uniform Maintenance Allowance for Police Communications Operators and Full-Time Parking Attendant: In addition to the payments listed above, each Police Communications Operator and full-time Parking Meter Attendant shall receive $350.00 annually to be used for uniform maintenance.

Section 8 - The employer will provide heavy duty rubber gloves to Sanitation, Recycling and Vac-all employees.

ARTICLE XIII - STANDARDS AND PRODUCTIVITY

During the term of this contract, the Village will establish job related guidelines and standards which will result in the development of more efficient and productive work practices in all departments. As improved work practices are implemented throughout
the Village, it is anticipated that a reduced complement of personnel will be required to
staff some departments.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1. The Village's grievance procedure is attached hereto and made a
part hereof.

Section 2. Labor Management Committee

The Labor Management Committee will address concerns and resolve disputes
between Labor and Management. This Committee will not preclude either side from
seeking remedies through the Public Employment Relations board and other agencies
having jurisdiction, or through procedures outlined in the Civil Service Law of the
collective bargaining agreement. With regard to grievances, the Labor Management
Committee shall become the Third Stage in the Grievance Procedure. Claimed
violations of the collective bargaining agreement shall fall within the Committee's scope
of review. The Committee shall be composed of two members each from management
and the union. The parties may agree to waive the requirement of a decision under
section 4(c) of the grievance procedure.

ARTICLE XV - PERSONNEL FILES

Section 1. There shall be only one official employee personnel file.

Section 2. Each employee will be entitled to review his/her official personnel
file. No statement or material shall be placed in the personnel file unless the employee
has received a copy or acknowledged receipt of the statement or material by signing
his/her name on the document. Such signature shall signify only that the employee has
read the material.
Section 3. An employee shall have the right to answer any material in the file, and his or her answer shall be attached to the file copy of the material answered.

ARTICLE XVI - USE OF VILLAGE FACILITIES

Section 1. Permission shall be granted for the use of available Village facilities for the meetings which are scheduled in advance.

Section 2. The CSEA may have the privilege of using available bulletin boards, except in places accessible to the general public, for the posting of CSEA notices relating to meetings, social events and elections.

All other material to be posted shall be subject to the following conditions: It shall be signed by the President or the Secretary of the CSEA and it shall be approved as satisfactory prior to posting by the Village Clerk, the Commissioner of Police, the Superintendent of Public Works, the Supervisor of Parks or the Library Director as applicable.

All material may be removed at the discretion of the Board of Trustees of the Village.

ARTICLE XVII - DUES DEDUCTION

Section 1. Except as provided in Article 14 of the Civil Service Law, the board of Trustees of the Village agrees to have deducted from the salaries of its employees, membership dues and/or life, sickness and accident, household and automotive insurance premiums for the CSEA from such employees who voluntarily and individually authorize the Board of Trustee of the Village to make such deductions and to transmit the monies deducted to the CSEA. All employee authorizations shall be in writing and
consistent with Section 93-b of the General Municipal Law and Article 14 of the Civil Service Law.

Section 2. The Village and Library will provide for an agency shop fee deduction provided that: (1) the CSEA certifies to the Village and Library that it has established a refund plan pursuant to subdivision three of Section 208 of the Civil Service Law; (2) the CSEA furnishes a list to the Village and Library of those employees subject to such deductions; and (3) the CSEA indemnifies and holds the Village and Library harmless from any lawsuits or causes of action of any kind, including attorneys' fees, in connection with the making of agency shop fee deductions by the Village and Library.

Section 3. Deductions shall be made uniformly and consistently bi-weekly. Funds thus collected shall be transmitted to the CSEA.

Section 4. Deductions authorized by an employee shall continue until such employee notifies the Village Clerk to discontinue same.

Section 5. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Village Clerk in duplicate. One copy shall be forwarded by the Village Clerk to the unit treasurer of the CSEA.

Section 6. The CSEA assumes full responsibility for the disposition of the funds so deducted after they have been transmitted to the CSEA.

ARTICLE XVII - WORK RULES, DEPARTMENT OF PUBLIC WORKS

Employees working in the Department of Public Works shall obey the following work rules:
WORK RULES

DEPARTMENT OF PUBLIC WORKS

1. Starting Time is 7:00 A.M.

2. Each employee shall punch in and out on a time clock.

3. The 15 minute coffee break in the afternoon is eliminated while the lunch hour period is increased by 15 minutes to be from 12:15 P.M. to 1:00 P.M. each work day.

4. Quitting Time is 3:30 P.M.

5. No vehicle will return to the garage prior to 15 minutes of lunch or quitting time.

6. Uniforms provided must be worn. Any employee who fails to be properly dressed in a work uniform shall be sent home and shall not work until properly dressed.

7. Safety equipment must be worn. No employee will be permitted to work without safety equipment.

8. If it is necessary to leave work at any time, a supervisor or foreman must be notified prior to leaving.

9. Any change of address, telephone or personal drivers license must be submitted in writing to D.P.W. office within five (5) days.

10. No Village vehicle will leave the confines of the Village unless authorized by the supervisor.

11. It becomes necessary for personnel to be absent because of legitimate illness or a reason beyond their control, it is mandatory that they call the official garage number (326-6332 or 326-6333) between the hours of 6:45 A.M. and 7:15 A.M. and report to the senior foreman on duty. Persons failing to call to report illness or unavoidable absence from work shall not be paid for that day and in addition shall be suspended an additional day without pay as may be determined by the Superintendent.

12. All personnel are prohibited from riding on the outside of a vehicle on running boards or rear steps. The only exception to this rule is during sanitation collections in route areas when personnel are permitted to ride on the rear step provided for such purpose.

13. Personnel assigned as chauffeurs shall be held accountable for the truck crew in performance of their duty and the maintenance of the vehicle.
14. Courtesy and proper attitude in performance of duty is mandatory. The use of foul or obscene language in the performance of duties shall be immediate cause for disciplinary action.

15. Personnel will exercise good judgment and attitude in any situation wherein conversation with resident homeowners is necessary. Any situation that cannot be immediately resolved by the collection personnel shall be reported to the supervisor.

16. Any violation of the above work rules shall be immediate cause of disciplinary action.

WORK RULES FOR SANITATION DEPARTMENT

1. Refuse pickup is a task job – not only on light refuse days but also on heavy days. Therefore, all refuse must be picked-up each day in the section of town being serviced.

2. Sanitation crew must pick-up all spills. A broom and shovel are provided on each truck for this purpose.

3. Sanitation crews will be required to clean, wash and maintain their sanitation truck according to the work schedule developed by the General Supervisor. Employees will not be clocked out until the checklist has been checked and signed by the General Supervisor or his supervisor.

4. The village will make every effort to provide a 5th truck on the Wednesday of the following week after a holiday when requested by the union.

5. Safety equipment must be worn.

6. Two men must ride with each garbage truck on each trip to the dumping site. One man’s job will be to drive and the other to insure that proper safety precautions are taken.

7. Sanitation trucks are to be equipped with two-way radios to improve communications with the Sanitation Supervisor or General Supervisor and the Department of Public Works offices. Residential complaints will be forwarded to the MEO of each sanitation truck and the MEO will log each call that his crew is responsible for. At the end of the route, when the truck has been returned to the Village garage or area designated as such, the MEO will turn the log sheet into the supervisor with the action taken on the residential complaints. MEO’s shall also call in the address of a resident where refuse and rubbish has been left at curbside at that time.
ARTICLE XIX - GOOD FAITH BARGAINING

The CSEA and the Village recognize that strikes and other forms of work stoppages by employees are contrary to the law and public policy. The CSEA and the Village subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the operation of the Village. The CSEA, therefore, agrees that there will be no strikes, work stoppages, slowdowns or other concerted refusal to perform work or any instigation thereof by employees. The Village and the CSEA agree to bargain in good faith and use no tactics which may be deemed an unfair labor practice.

ARTICLE XXI - SEVERABILITY

In the event any provision of this Agreement be adjudged in conflict with any law, ordinance or regulation of the state or federal government or any department thereof, said provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXI - DURATION

The Duration of this contract shall be six (6) years, June 1, 2004 through May 31, 2010.

ARTICLE XXII - REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of _____ 2006.

INCORPORATED VILLAGE OF FLORAL PARK, NEW YORK

By: /s/ Phil Frusm /s/
Mayor

ATTEST:

/s/ A. de la Wend
Clerk
(Seal)

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO

By: /s/ Earley B. Dale
Labor Relations Specialist

By: /s/ William P. Crowe-
Floral Park Unit President
GRIEVANCE PROCEDURE
INCORPORATED VILLAGE OF FLORAL PARK, N.Y.

Labor Management Committee:

Please note that the Labor Management Committee shall be the next step prior to a submission to the Grievance Board. The Labor Management Committee will address concerns and resolve disputes between Labor and Management. This committee will not preclude either side from seeking remedies.

Trustee Henry F. Barry offered the following resolution which was seconded by Trustee Philip J. Luttenberger and carried unanimously on roll call:

WHEREAS, it is the desire of the Board of Trustees of the Incorporated Village of Floral Park, N.Y., to establish a more harmonious and cooperative relationship between the Village and its employees; and

WHEREAS, the said Board wishes to establish a grievance procedure which will meet the requirements of Sections 601 to 605 of the General Municipal Law; Now, therefore, be it

RESOLVED, that the following grievance procedure is hereby established for employees of the Incorporated Village of Floral Park, N.Y.:

1. Definitions:

As used in this resolution the following terms shall have the following meanings:

a. “Employee” shall mean any person directly employed and compensated by the Incorporated Village of Floral Park, N.Y. except persons employed in the legislative or judicial branch thereof.

b. “Grievance” shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Incorporated Village of Floral Park, N.Y., or a department thereof, which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such terms shall not include any matter involving an employee’s rate of compensation, retirement benefits, disciplinary proceeding or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

c. “Department” shall mean any office, department, board, commission or other agency of the government of the Incorporated Village of Floral Park, N.Y.
d. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee’s work and approves the employee’s time record or evaluates the employee’s work performance.

e. "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this resolution.

2. Declaration of Basic Principle:

Every employee of this Village shall have the right to present their grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

3. Initial Presentation:

a. An employee who claims to have a grievance shall present his grievance to his immediate supervisor, orally, within two (2) days after the grievance occurs.

b. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as is appropriate and shall consult with his superiors to such extent as is appropriate, all on an informal basis.

c. Within three (3) days after presentation of the grievance to her or him, the immediate supervisor shall make his or her decision and communicate same to the employee presenting the grievance and to the employee’s representative, if any.

4. Second Stage:

a. If any employee presenting a grievance is not satisfied with the decision made by her or his immediate supervisor, the employee may, within five (5) days thereafter, request a review and determination of the employee’s grievance by the department head. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the department head and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within two (2) days after receiving such request, the immediate supervisor shall submit to the department head a written statement concerning the specific nature of the grievance and the facts relating to it.

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b. The department head, or his nominee, may, and at the request of the employee shall, hold a hearing within five (5) days after receiving the written request and statement from the employee. The employee and her or his representative, if any, may appear at the hearing and present oral statements or arguments.

c. Within five (5) days after the close of the hearing, or within eight (8) days after the grievance has been submitted to the department head if there be no hearing, the department head, or her or his nominee, shall make her or his decision and communicate same to the employee presenting the grievance, and to the employee's representative, if any.

5. Grievance Board:

a. A grievance board of three members is hereby established to hear appeals from decisions of the department heads on grievances.

b. The members of this board shall be appointed by the Board of Trustees to serve at the pleasure of the Board of Trustees.

c. A hearing of any matter before the grievance board may be conducted by any one or more members of the board, designated by the board to act on its behalf; provided, however, that if less than the full board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full board and the full board shall thereupon make its report.

d. Two concurring votes shall be necessary to determine any official report or action of the grievance board.

e. Necessary funds, supplies, facilities and personnel to implement the operation of the grievance board shall be provided by the Board of Trustees.

f. The grievance board may make and amend the rules and regulations for the conduct of its proceedings not inconsistent with the provisions of this resolution. A complete and up-to-date set of such rules and amendments shall be kept on file in the Village Clerk’s office.

6. Appeals to Grievance Board:

a. An employee may appeal from the decision of the department head, or nominee of the department head, within fifteen (15) days after notice of such decision. The appeal shall be taken by submitting to the grievance board a written statement signed by the employee taking the appeal, containing:

1. The name, residence address, and department of employment of the employee presenting the grievance.
2. The name, residence address, and department of employment of each other employee or official involved in the grievance.

3. The name and address of the employee's representative, if any, and her or his department of employment if she or he be a fellow employee.

4. A concise statement of the nature of the grievance, the facts relating to it, and the proceedings and decisions on the grievance up to the time of the appeal.

5. A request for a review of the decision of the department head or his nominee.

a. The grievance board may request the department head to submit a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the department head or her or his nominee in making his decision. Such written statement shall be submitted within three (3) days after it is requested by the grievance board.

b. The grievance board may request the department head to submit a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the department head or her or his nominee in making his decision. Such written statement shall be submitted within three (3) days after it is requested by the grievance board.

c. The grievance board shall hold a hearing within ten days after receiving the written request for review. It shall give at least three days notice of the time and place of such hearing to the employee, the employee's representative, if any, and the department head or his nominee, all of whom shall be entitled to be present at the hearing.

d. The hearing on the appeal may be held in public or in private as determined by the grievance board.

e. New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the department head or his nominee at the hearing held by him may be introduced at the hearing by the employee, by the department head, or his nominee, or upon the request of the grievance board.

f. The hearing may be adjourned from time to time by the grievance board if in its judgment, such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten days, except that adjournments consented to by both the employee and the department head shall not be counted in determining the total days of adjournments as herein limited.

g. The grievance board shall not be bound by formal rules of evidence.
h. A written summary shall be kept of each hearing held by the
grievance board.

i. The grievance board shall make its report in writing within five days
after the close of the hearing. The grievance board shall immediately file its report and
the written summary of the proceedings with the Village Clerk and shall at the same
time send a copy of its report to the employee, the employee's representative, if any,
the department head, the Board of Trustees and the local Civil Service Commission if
appropriate. The report shall include a statement of the Board's findings of fact,
conclusions and advisory recommendations.

j. The report of the grievance board shall be final.

7. Amendments.

This resolution may be amended at any time in accordance with the
general procedures and requirements in effect at such time for the amendment of a
resolution.

8. Effective Date.

This resolution shall take effect on the 3rd day of September, 1963.

AND BE IT FURTHER RESOLVED, that the Village Clerk shall file in his
or her office and with the State Civil Service Commission immediately a copy of the
grievance procedure established by this resolution.

Adopted: July 12, 1963
CSEA SALARY SCHEDULE  
June 1, 2004 through May 31, 2009

SCHEDULE A-1
SCHEDULE A-2
SCHEDULE A-3
SCHEDULE A-4
SCHEDULE A-5
SCHEDULE A-6
SCHEDULE A-7

LONGEVITY

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Pursuant to the Incorporated Village of Floral Park CSEA Collective Bargaining, the Village of Floral Park, hereinafter referred to as the "Employer", and the Civil Service Employees Association, Inc., Local 1906, A.F.E.C.E.E., hereinafter referred to as the "Union", are parties to a collective bargaining agreement. In accordance with Section 294 of the New York State Public Employees' Fair Employment Act, the parties hereby agree to the following alcohol and drug testing policy.

Any claimed violations of this policy which involve disciplinary matters may subject the employee to suspension and severe disciplinary charges, as appropriate, under the applicable collective bargaining agreement and any laws, rules or regulations.
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INCORPORATED VILLAGE OF FLORAL PARK
ALCOHOL AND DRUG TESTING POLICY

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Alcohol and Drug Testing Policy.......................... 1

Inc. Village of Floral Park Administrative Regulations........ 2-14
A. The U.S. Department of Transportation (the 'DOT') has issued regulations (49 CFR parts 40, 382, 391, 392, and 395) (the 'Regulations') pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) (the 'Omnibus Act') which govern the use of drugs and mandatory drug and alcohol testing of covered drivers. The Regulations require testing to begin on January 1, 1995 (January 1, 1996).

B. In the event the Regulations are amended, this Alcohol and Drug Testing Policy shall be deemed to have been amended automatically at that time, without the need for redrafting, in order to reflect and be consistent with the Regulations, (including any 'grace periods' set forth in any such amendments, that is, lead time before mandatory compliance). In such case, the Village shall give prior notice of such changes as the Village is aware of to the affected employees as soon as possible.

C. The Village shall promulgate administrative regulations to implement this Policy and comply with the Omnibus Act, the Regulations, and other applicable laws and collective bargaining agreements. A copy shall be provided to each covered driver and the Union.

D. The Village shall also develop an Employee Substance Abuse Awareness Manual which includes drug and alcohol use and testing educational material that complies with 49 CFR part 383, subpart F, for distribution to covered employees as required by the Regulations.

E. The Medical Review Officer: Refer to Definitions as defined in 3.14.

F. The Village shall arrange for the training of all supervisors who may be called upon to determine whether reasonable suspicion exists to test a covered driver for alcohol misuse or controlled substance use.

G. The Village may seek imposition of discipline, up to and including discharge, for any violation of this policy, the Village's Administrative Regulations, the Employee Substance Abuse Manual, the Omnibus Act, or DOT Regulations by a covered employee, in a manner consistent with applicable provisions of law or the collective bargaining agreement.
INCORPORATED VILLAGE OF FLORAL PARK

Administrative Regulation

Section 1. PURPOSE

The U.S. Department of Transportation (hereinafter referred to as the "DOT") has issued regulations (49 CFR parts 30, 382, 385, and 395) (hereinafter referred to as the "Regulations") pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) (hereinafter referred to as the "Omnibus Act") which governs the use of drugs and alcohol by covered drivers, and which requires the Village of Floral Park (hereinafter referred to as the "Village") to conduct mandatory drug and alcohol testing of covered drivers at the times and under the conditions described in this Administrative Regulation. The Regulations require testing to begin on January 1, 1991. The purpose of this Administrative Regulation is to comply with these requirements and to implement the Village of Floral Park's Alcohol and Drug Testing Policy (hereinafter referred to as the "Policy").

Section 2. APPLICABILITY

2.1 Under the Village’s Policy, drug and alcohol testing will be conducted as set forth in the Regulations on any current "covered driver" who is required to operate a "commercial motor vehicle" (as these terms are defined in the Administrative Regulation).

2.2 All applicants for position with the Village as a driver of a commercial motor vehicle (regardless of whether they are new applicants or transfers) will be notified of the Village’s Alcohol and Drug Testing Policy at the time they apply for a covered driver position with the Village, and that any offer of employment as such a driver will be conditioned on compliance therewith.

Section 3. DEFINITIONS

3.1 Accident means any occurrence involving a commercial motor vehicle operating on a public road which results in:
   a) a fatality; or
   b) the driver being cited for a moving traffic violation;  
   c) the Village’s vehicle being towed;

3.2 Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
1.3 Alcohol concentration (or content) means the alcohol in a sample of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under the Village’s Policy and Administrative Regulation as described herein.

1.4 Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

3.5 Breath Alcohol Technician (BAT)
An individual who operates an evidential breath testing device and instructs and assists individuals in the alcohol testing process.

3.6 BAC
Blood alcohol concentration (BAC) is the content of alcohol in an individual’s blood.

3.7 Collector
A person trained to implement urine collection for drug determination as well as implement the chain-of-custody of those specimens for drug testing.

3.8 Commercial motor vehicle means a motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle:

a) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or

b) Has a gross vehicle weight rating of 26,001 or more pounds;

or

c) Is designed to transport 16 or more passengers, including the driver; or

d) Is of any size and is used in the transportation of material found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

3.9 Confirmation test for alcohol testing means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

3.10 Controlled Substance means:
Cocaine, marijuana, opiates, amphetamines, or phencyclidine.
3.11 Covered Driver: As defined in the Federal Regulations and whose duties require him/her to operate commercial motor vehicles as defined in 3.9 of the Administrative Regulations. This includes, but is not limited to full-time, regularly employed drivers and casual, intermittent or occasional drivers who operate a commercial motor vehicle at the direction of or with the consent of the Village. For the purpose of required pre-employment drug/pre-duty testing only, the term “covered driver” includes a person applying to the Village to drive a commercial motor vehicle. Use of term “driver” shall mean covered driver, unless specially noted otherwise herein.

3.12 DHHS
The Department of Health and Human Services or any designee of the Secretary of the Department of Health and Human Services.

3.13 Evidential Breath Testing Device (EBT)
A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA’s Conforming Products List of Evidential Breath Measurement Devices. (CYL)

3.14 Medical Review Officer (MRO)
A licensed physician responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his/her medical history and any other relevant bio-medical information.

3.15 On Duty Time means all time from the time a covered driver begins to work or is required to be in readiness to work for a safety-sensitive duty until the time he/she is relieved from such work and all responsibility for performing such work. On duty time shall also include time spent traveling to and participating in either a drug or alcohol test when it is pursuant to a random, reasonable suspicion, post-accident or follow-up test or for active employees as directed by or on behalf of the Village.

3.16 Performing a safety-sensitive function. A covered driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, required to be ready to perform, or required to be immediately available to perform any safety-sensitive functions.

3.17 Refuse to submit (to an alcohol or controlled substances test) means that a covered driver:

a) Fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing in accordance with the provisions of the Village’s Policy and Administrative Regulation;

b) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received notice of the requirement for urine testing in accordance with the provisions of the Village’s Policy and Administrative Regulation; or
c) Engages in conduct that clearly obstructs the testing process.

3.18 Safety-Sensitive function includes:

a) All time at or on Village property, or on any public property, waiting to be dispatched for safety-sensitive duties unless the driver has been relieved from such duty by the Village;

b) All time inspecting equipment as required by 49 CFR subsection 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;

c) All time spent driving a commercial motor vehicle;

d) All time, other than driving time, in or upon any commercial motor vehicle;

e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle;

f) All time spent performing the driver requirements of 49 CFR sub-sections 392.40 and 392.41 relating to accidents; and

g) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

3.19 Screen testing (also known as initial test): In alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

3.20 Substance abuse professional (SAP) means a certified professional by DOT such as a licensed physician (Medical Doctor or Doctor of Osteopathy) or a New York state licensed or certified psychologist, or social worker or an addiction counselor certified by the National Association or Alcoholism and Drug Abuse Counselors Certification Commission with knowledge and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Section 4. PROHIBITED ACTIVITIES

4.1 Covered drivers are prohibited from:

a) Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the covered driver has an alcohol concentration of 0.04 or greater;

b) Possessing any amount of alcohol (including alcohol found in medications, food, or other alcohol-containing products) while on duty operating a commercial motor vehicle, unless the alcohol is manifested and transported as part of a shipment;
c) using alcohol at any time while performing any safety-sensitive function;

d) using alcohol within four (4) hours prior to performing any safety-sensitive function;

e) using alcohol within eight (8) hours following an accident (as defined in this Administrative Regulation) or until he/she undergoes a post-accident alcohol test, whichever occurs first;

f) refusing to submit to an alcohol or controlled substances test (as defined in this Administrative Regulation);

g) reporting for duty, remaining on duty requiring the performance of safety-sensitive functions, or performing safety-sensitive functions when the covered driver uses any controlled substances, except when the use is pursuant to the instructions of a physician who has advised the covered driver that the substance does not adversely effect the covered driver's ability to safely perform his/her job;

h) reporting for duty, remaining on duty or performing safety-sensitive functions when the covered driver tests positive for controlled substances.

4.2 Any violation of the Omnibus Act, the Regulations, the Village's Policy regarding Alcohol and Drug Testing, this Administrative Regulation and the Village's Employee Substance Abuse Awareness Manual is also considered prohibited conduct.

4.3 Covered drivers (excluding applicants for covered driving positions) who violate these prohibitions will be subject to the actions mandated by the DOT and as described in Section 8 of the Administrative Regulations. Covered drivers who violate these prohibitions may also be subject to disciplinary action by the Village, up to and including discharge, in a manner consistent with applicable provisions of law and the collective bargaining agreement.

Section 5. REQUIRED TESTING

5.1 Selection of Employees: Employees for testing shall be selected through a scientifically valid method for testing such as a computer-based random number generator. The testing company will provide certification that it meets federal requirements for random testing;

5.2 The Village is responsible to arrange for testing to be conducted of covered drivers under the following conditions:

a) following certain accidents (post accident testing) as described in 49 CFR sub-section 382.303;

b) on a random basis as described in 49 CFR sub-section 382.305 as follow:

1) Random Drug Tests: Random drug testing shall be administered to 50% of the pool of covered drivers with CDL licenses within which the Village in a part annually;
2) Random Alcohol Test: Random alcohol testing shall be administered to 25% of the pool of covered drivers with CDL licenses within which the Village is a part annually:

c) for reasonable suspicion as described in 49 CFR sub-section 382.107;

d) return-to-duty testing after engaging in prohibited conduct as outlined in Section 4.1 of the Administrative Regulation as described in 49 CFR sub-section 382.309; and

e) follow-up testing as described in 49 CFR sub-section 382.311 for individuals in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances.

Section 6. FOLLOW-UP TESTING

6.1 Frequency: In accordance with Federal Regulations, the number and frequency of follow-up tests shall be as directed by the SAP and consist of at least six (6) follow-up tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function. The Village may not impose follow-up testing beyond the first six (6) 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 (60) months from the date of the driver's return to duty.

6.2 Reasonable Suspicion Testing:

It is understood that no member of the bargaining unit shall have the authority to make the decision that a test is required under reasonable suspicion.

In accordance with Federal Regulations, the person designated to make the decision of reasonable suspicion shall not administer the test.

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 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 time thereof, and source of information.

Documentation of Reasonable Suspicion:

Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists using the suggested guidelines outlined in the Supervisors Training Manual, 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 the forming of the basis for the reasonable suspicion. The documentation may include:

- a description of the employee's appearance, behavior and speech;
- names of witnesses to the employee's appearance, behavior and
c) If the employee's appearance, behavior, or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion.

Section 7: METHODS OF TESTING

7.1 To ensure the integrity and accuracy of each test, all specimen collection, analysis, and laboratory procedures shall be conducted in accordance with DOT's procedural protocols and safeguards, as set forth in Part 40 of Title 49 of the Code of Federal Regulations. This includes, among other things:

a) procedures to ensure the correct identity of each driver at the time of testing (including permitting the driver to observe the sealing and tagging of the specimen containers);

b) a chain-of-custody procedure to ensure that the driver's specimen is not tampered with;

c) the use of a trained breath alcohol technician (BAT) and DOT approved testing devices for conducting alcohol tests;

d) the use of a DMHS-certified laboratory;

e) the confirmation of an initial positive drug screen by a second analysis using gas chromatography/mass spectrometry (GC/MS);

f) the confirmation of an initial positive alcohol screen by a second analysis;

g) the Village's appointment of a qualified Medical Review Officer (MRO) to review the drug test results before they are reported to the Village's designated representative.

Statement of 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 factual basis for the reasonable suspicion, which shall include a description of the conduct or factors leading to the formation of a reasonable suspicion. If the employee has requested the opportunity to consult with a Union representative, this explanation shall be made in the presence of the representative. If this cannot be done prior to the test without causing delay, then it shall be done as soon as is practicable thereafter.

7.2 To further facilitate the integrity and accuracy of each test, the Village will provide drivers with written and/or oral instructions in the presence of a unit officer or shop steward regarding the conduct of the specific test before each testing event. The Village considers all such instructions to be a part of the Village's Policy and the Village’s Administrative Regulation. Drivers who refuse or otherwise fail to comply with all such instructions will be subject to disciplinary action, up to and including discharge, in a manner consistent with applicable provisions of law and the collective bargaining agreement.
7.3 Test for prohibited drugs shall be conducted by urinalysis. Visual observation of urination shall not be required except as expressly provided for in the Federal Regulations. Where visual observation is required, the observer shall be of the same gender as the employee.

7.4 Initial Training of Supervisors: Supervisors designated to determine where reasonable suspicion exists to require a covered employee to undergo alcohol and/or drug testing shall receive at least two (2) hours of formal training and up to an additional two (2) hours of informal training, if necessary, 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.

Section 8. TEST RESULTS

8.1 For Drug Tests

a) Before a driver's test result will be confirmed positive for drugs, the driver will be given the opportunity to speak with the company's MRO and demonstrate that there was a legitimate medical explanation for the positive test result. If the MRO determines that a legitimate medical reason does exist, and evidence has been provided, the test result will be reported to the Village as "negative". If the MRO determines that a legitimate medical reason does not exist, the test result will be reported to the Village as a "confirmed positive".

b) In the event that the test result of a driver's primary specimen is confirmed positive, the driver will be notified by the Village and advised that he/she has seventy-two (72) hours to request that the MRO send his/her secondary specimen to a second DRHS-approved laboratory for analysis. Pending the outcome of this additional analysis, the driver will be prohibited from performing any safety-sensitive functions.

c) In the event that the secondary specimen's test result is negative, the entire test result will be considered negative.

8.2 For Alcohol Tests

a) In the event that the driver provides an adequate breath specimen and the initial test registers an alcohol concentration level that is less than 0.02, the test result will be reported as a "negative" and no additional test will be required at that time.

b) In the event that the driver provides an adequate breath specimen and the initial test registers a breath alcohol concentration level of 0.02 or greater, a second, confirmatory test will be performed. If the test result of the driver provides an adequate breath specimen and the confirmatory test registers less than 0.02, the test result will be reported to the Village as "negative".

c) Any driver whose confirmatory test registers 0.02 or more but less than 0.04 will be prohibited from performing any safety-sensitive function until the driver's next regularly scheduled duty period, but for no less than 24 hours after the test is given. Such a driver may also be subject to additional disciplinary action by the Village. Up to and including discharge, in a manner consistent with applicable provisions of law and the collective bargaining agreement.
A driver who, after providing an adequate breath specimen, has a confirmatory test which registers 0.04 or greater will, at a minimum, be suspended from performing safety-sensitive functions until the requirement of 49 CFR sub-section 382.605 is met, and will be subject to additional disciplinary action by the Village, up to and including discharge, in a manner consistent with applicable provisions of law and the collective bargaining agreement.

Section 9. CONSEQUENCES FOR ENGAGING IN PROHIBITED ACTIVITIES

9.1 A covered driver engaging in conduct prohibited by Section 4.1 of this Administrative Regulations shall be prohibited from performing any safety-sensitive functions. Such employees shall be given a verbal explanation of the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function. In addition, such drivers will be evaluated by an SAP, who shall recommend what assistance, if any, the driver needs in resolving problems associated with alcohol and/or controlled substance use, including any rehabilitation programs available through the employee’s health insurance.

Reassignment to Non-safety-sensitive Job Duties: If an employee has tested positive for alcohol misuse or prohibited drug use, and the employee has been evaluated by the SAP, the Village shall make reasonable efforts to assign the employee to duty within the employee’s job description which does not require the performance of safety-sensitive functions, in such position is available. In considering whether to assign an employee to an alternate position, the Village shall consider any recommendation from the SAP.

9.2 Any covered driver engaging in conduct prohibited by Section 4.1 of this Administrative Regulation must satisfy any return-to-duty testing requirements and referral, evaluation and treatment program prescribed by an SAP as outlined in 49 CFR part 382, subpart F, before he/she may be permitted to perform safety-sensitive functions.

9.3 Each covered driver who has engaged in conduct prohibited by Section 4.1 shall be advised by the Village of the resources available to the driver in evaluating and resolving problems with alcohol and controlled substance use, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs.

9.4

a) Any covered driver engaging in conduct prohibited by Section 4.1 of this Administrative Regulation will be subject to disciplinary action by the Village, up to and including discharge, in a manner consistent with applicable provisions of law and the collective bargaining agreement. In addition, a driver whose test result is confirmed positive may also be subject to civil and criminal penalties imposed by DOT, if any.

b) A covered driver who engages in conduct prohibited under Section 4.1 of this Administrative Regulation, excepting Section 4.1(f), who avails himself of and faithfully participates in counseling, rehabilitation and/or treatment programs in accordance with
the provisions of this section, will not otherwise be disciplined solely by reason of said violation until his second violation of said section. A second violation shall be cause for disciplinary action, including termination of employment. A violation of Section 4.1(f), "refusing to submit to an alcohol or controlled substances test" shall be cause for disciplinary action, including termination or employment.

9.5 Leave of Absence: When a leave of absence is granted for treatment on an inpatient or out-patient basis, 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 which may be granted by the Village. 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.

9.6 Return to Work: Reinstatement to the employee’s position or any 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 positions or an equivalent positions shall be made by the Village after consultation with the Substance Abuse Professional.

9.7 Appeal Procedure

a) Upon written notification from the Village of a positive alcohol test and/or controlled substance test, a covered driver may file an appeal with the Mayor and his/her designee by submitting written notice of the grounds for said appeal within five (5) days after the employee receives written notice of the first test results from the Village. The Mayor or his/her designee shall render a decision within five business days of receipt of the appeal, but no sooner than receipt of confirmatory test results.

b) Following receipt of an employee’s notice of appeal, the Mayor or his/her designee may offer the employee an opportunity to be heard regarding same. The employee may be accompanied by an attorney and/or union representative to this meeting. The hearing is intended to be informal in nature, rather than a trial-like evidentiary hearing.

c) If a written decision is made, the Village shall provide a copy to the employee and the union. In deciding an appeal from a positive alcohol or controlled substance test result, the Village shall take into account the original test result(s), any re-testing done by the employee at the employee’s expense, any any other pertinent information that the employee or Village may provide. In deciding an appeal from a positive controlled substance test result, the Village shall also take into account the test results pertaining to the split sample.
section 10. VILLAGE AND MRO COMMUNICATIONS

10.1 Covered drivers who are tested for drugs do not need to contact the drug testing company daily while waiting the results of their tests. The drug testing company or its agent will be responsible for contacting the donor. If the drug testing company or its agent has difficulty reaching the donor, they will call the Deputy Village Clerk and/or Superintendant of DW, Unit President or CSRA to enlist their help in contacting the donor. Covered drivers are required to advise the Village of the telephone number(s) where they can be reached during this time.

Section 11. INFORMATION ON DRUGS AND ALCOHOL

11.1 Each covered driver will be provided with the Village's Employee Substance Abuse Awareness Manual and information concerning:
(a) the effects of drugs and alcohol on an individual's health, work, and personal life;
(b) the signs and symptoms of drug or alcohol problem; and
(c) the available methods of intervention and treatment when a problem does exist.

11.2 All questions concerning the educational materials provided by the Village, or about the Village's Policy or Administrative Regulation, should be directed to appropriate person(s) identified on the "Program Contacts" list which accompanies this Administrative Regulation.

Section 12. QUALITY ASSURANCE/QUALITY CONTROL

12.1 As provided in 49 CFR part 40, the Village or its agent will submit three blind performance test specimens for each 100 employee specimens taken collectively from the total number of samples submitted by the consortium. The consortium shall be responsible for the submission of blind samples on behalf of their members. The blind sample rate shall apply.

12.2 In the event of a false positive error, the Village shall follow the procedures mandated by 49 CFR sub-section 40.31.

Section 13. PROGRAM CONFIDENTIALITY

13.1 The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.

13.2 All individual test results will be considered confidential. The release of an individual driver's results will only be given in accordance with an individual driver's written authorization, or as is otherwise required by DOT's regulations, or by other applicable federal or state law.
13.3 The Village or its agent shall:
   a) maintain records of its alcohol misuse and controlled substances use prevention programs;
   b) prepare, maintain and report a summary of the results of its testing programs; and
   c) ensure the methods outlined in the Regulations, as provided in 49 CFR part 383, subpart D.

Section 14. PREVIOUS POLICIES AND PROCEDURES

Any policies and procedures pertaining to alcohol and prohibited drugs, as they pertain to the employees covered by the Federal Regulations, shall be superseded by the procedures set forth by the Federal Regulations and this policy.

Section 15. SAVINGS CLAUSE

In the event that any portion of this Policy should be found to be invalid by a decision of court of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of the Policy shall continue in full force and effect, unless this would be inequitable in connection with the invalidated portion. Upon the issuance of such a decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion or portions of this Policy thus affected.

Section 16. Any change in the governing law, rules, or regulations shall supersede this policy.

Section 17. For questions regarding this policy contact the Village Deputy Clerk, Superintendent of DPW, your CSEA Unit President, or CSEA.

INCORPORATED VILLAGE OF FLORAL PARK
ALCOHOL AND DRUG TESTING POLICY

This policy shall commence January 1, 1996, as per the U.S. Department of
Transportation Rules and Regulations.

IN WITNESS WHEREOF, the parties hereto have caused this policy to be executed by
their officers.

Witness:

By: [Signature]
Steven W. Corbett, Mayor
CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000
AFSCME, AFL-CIO, REGION 1

Witness:

By: [Signature]
Stanley H. Frey
Labor Relations Specialist
CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 882
INC. VILLAGE OF FLORAL PARK

Witness:

By: [Signature]
Stephen A. Cuomo, Unit President
APPENDIX B

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF UNIT PLACEMENT PETITION OF

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,

- AGAINST -

VILLAGE OF FLORAL PARK,

CHARGING PARTY.

RESPONDENT.

STIPULATION

THIS AGREEMENT is entered into by and between the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, hereinafter referred to as "CSEA" and THE VILLAGE OF FLORAL PARK, hereinafter referred to as the "Village" (collectively referred to as the "Parties");

WHEREAS, the CSEA brought a Unit Placement Petition (PERB Case No: CP-454) before the Public Employment Relations Board on behalf of certain part-time titles; and

WHEREAS, the Village answered the Petition; and

WHEREAS, a hearing was held at the Public Employment Relations Board on August 4, 1997 before Administrative Law Judge Elena Cacavas wherein the parties agreed to be bound by a stipulated record; and

WHEREAS, the parties have reached the following terms of settlement which, by virtue of their execution of this instrument, acknowledge their understanding and acceptance thereof; and

NOW THEREFORE, it is agreed by and between the parties that the Unit Placement Petition CP-454 be resolved as follows:

1. It is agreed that the parties are bound by the record of the hearing of the matter attached hereto as Exhibit A, and as more accurately stated in Exhibit B, a letter dated August 29, 1997 from Janna Velugu, CSEA Associate Counsel to Elena Cacavas, Administrative Law Judge

2. It is agreed that the Village recognizes the CSEA as the sole representative and bargaining agent for and on behalf of those employees in the CSEA Village of Floral Park Unit, Nassau County Local 830, identified in article one of the collective bargaining agreement between the parties and those employees in the following titles:
part-time positions: Clerk, Clerk (library), Senior Account Clerk, Librarian I, Park Attendant (assistant supervisor position only - now held by Richard Reuthen), Parking Meter Attendant, and Cleaner.

DATED: September __, 1997

VILLAGE OF FLORAL PARK

BY: Kenneth Auerbach, Esq.
Attorney for the Respondent

9/24/97

CSEA

BY: Janna Pfleger
Associate Counsel

9/24/97
Notes to interpret grade plan: full-time employees only

To find your step:

Determine the grade of your title.
Determine the number of years you have in your most current title
That number coincides with your new step

Longevity:

If you are on the step plan and qualify for longevity which means you have more than five years of service, add $200 per year for each year of total service in excess of five years.
These two figures become your new salary

Employees with more than 15 years of service in their current title or whose current salary exceeds the step plan will receive the negotiated percent increase plus their $200 per year longevity.

If the title you are in has been moved on the grade plan there is no adjustment to your salary other than placement on the step plan. If you are not on the step plan your increase is the percentage only

Part-time employees will receive negotiated percent increases plus any longevity they are entitled to receive at $100 per year. Part-time employees are not covered by the salary step plan.

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