

July 1, 2009 - June 30, 2014

Incorporated Village of East Hills DPW Unit
Nassau County Municipal Employees Local 882



CSEA Local 1000 AFSCME,
AFL-CIO

and

INCORPORATED VILLAGE
OF EAST HILLS

by and between the

AGREEMENT

VILLAGE OF EAST HILLS WITH CSEA (DEPARTMENT OF PUBLIC WORKS)

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ARTICLE ONE – Term of the Agreement

The term of this agreement shall be five years, beginning on July 1, 2009 and continuing through and including June 30, 2014.

ARTICLE TWO - Recognition

The Village recognizes CSEA as the exclusive representative for purposes of collective bargaining and settlement of grievances for all full-time employees of the Village who are employed in the Department of Public Works in the bargaining unit described in this agreement.

ARTICLE THREE- Bargaining Unit

A. The agreement shall cover all full-time employees of the Village who are employed in the Department of Public Works in the title of Laborer or Motor Equipment Operator ("MEO") (including the crew chief) but excluding all assistant superintendent, superintendent, part-time mechanic, part-time seasonal and all other employees. Employees who are employed in the category of sanitation foremen and highway foremen shall be deemed excluded from the bargaining unit for the term of the Agreement, it being understood that the Union and the Village shall revisit the issue during negotiations for a new labor agreement in 2014. Nothing contained in this clause shall obligate the Village to continue or maintain any prior job titles, duties or positions in the bargaining unit or preclude the Village from establishing any new supervisory or non-bargaining unit positions.

B. It is understood that John Cornfeld shall be red-circled to the extent that he may retain the title as foreman and also elect to become part of the bargaining unit and be represented by the Union by signing, dating and submitting a current written election to the Union and the Village to be in the bargaining unit. Said election will not result in a reduction of salary and/or benefits. In addition, in the event that Angel Gomez's position as Assistant Superintendent ceases, either voluntarily or involuntarily, then he shall be entitled to return to his position as foreman – the Village reserves the right to make appropriate salary and benefit adjustments relating to Mr. Gomez's return to his position as foreman. The provisions set forth in this paragraph 3.B relating to Mr. Cornfeld and/or Mr. Gomez shall not otherwise alter the terms of paragraph 3.A.

C. Subject to the requirements of the Village, the Village shall submit the names of employees following the completion of their 4th year of employment to Civil Service requesting that the employee be deemed eligible for elevation to MEO status subject to the completion of all requirements. The decision of Civil Service shall at all times be final and binding.

D. The Village shall elevate to MEO2 status, employees who have achieved MEO status, and have completed their 10th year of employment with the Village.

ARTICLE FOUR - Departments

All Department of Public Works ("DPW") employees shall work within one department - there shall remain one supervisor for the sanitation employees and one supervisor for the highway employees.

ARTICLE FIVE - Payroll Deductions

A. The Village shall deduct from the wages of the employees and remit to CSEA regular membership dues and life insurance for those employees who signed dues deduction or insurance premium deduction authorization cards and have submitted them to the Village Clerk. Deductions shall continue unless and until the employee notifies the Village Clerk, in writing, of his/her desire to discontinue or to change such authorization.

B. The Village shall deduct from the wages of employees within the bargaining unit who are not CSEA members an agency shop fee deduction in an amount specified by the CSEA pursuant to applicable law.

C. Deductions shall be made uniformly by the Village on each payroll and the deductions shall be remitted to the Treasurer of the CSEA at an address to be provided, along with a list identifying the employee's name, partial social security number, amount of deduction and classification of payment (dues or agency fee).

D. Notification of discontinuance of or change of deductions shall be in writing and signed by the employee and submitted to the Village Clerk of the Village in duplicate and one copy of such notice shall be forwarded by the Village Clerk to the Treasurer of the CSEA.

E. The Union shall indemnify and hold the Village harmless with respect to any deductions for Union dues or agency fees or expenses the Village may incur for complying with deductions from wages provided by this section or any other amounts deducted from employees wages and paid to the Union or Union funds pursuant to this Agreement.

ARTICLE SIX - Probationary Employees

A probationary employee is one who has less than 26 weeks of continuous service with the Village. The Village may, in its discretion, shorten the probationary period of an employee. Probationary employees' rights and privileges shall be limited as set forth in this Agreement.

A. Full-time employees shall be eligible for health benefits in the month following three months of continuous employment.

B. The Village shall continue to pay for the full cost of the State Health Insurance Plan (presently the Empire Plan) to eligible employees in the bargaining unit and their eligible dependent for the term of this Agreement for those employees who were employed as of June 1, 2010.

ARTICLE NINE — Health Insurance

The Village will continue, throughout the term of this Agreement, its current practice relating to the payment for uniforms according to the allowances that it presently provides to its employees

ARTICLE EIGHT — Uniforms

E. The President of the bargaining unit or his designee shall be entitled to two (2) hours per month, with pay, to address grievances and/or other business associated with the administration of the collective bargaining agreement. In the event that no such issues exist, then the paid time off shall not be allowed.

D. A representative from the Union Health and Accident Insurance Company may visit members of the bargaining unit once annually per year for the purpose of explaining the plan or adjusting claims during non-working time after reasonable prior advance notice to the Village Clerk or her designated representative and so long as such access does not adversely or unreasonably affect or interfere with the work or work schedules of Village employees or the business of the Village.

C. Duly elected officers of the CSEA bargaining unit shall be permitted, after reasonable prior advance notice to the Village Clerk or her designated representative, reasonable time off during the work day to meet with management to process grievances hereunder, so long as such time off does not adversely or unreasonably affect or interfere with work or work schedules of Village employees or the business of the Village and provided said meetings cannot be scheduled during non work hours.

B. The Village shall provide a bulletin board for use by the Union for the purpose of posting legitimate Union notices relating to the collective bargaining agreement which do not defame or disparage the Village or its officials or management.

A. CSEA and its representatives shall have reasonable access to members of the bargaining unit at reasonable times during work hours to administer the terms of this agreement or resolve grievances after reasonable prior advance notice to the Village Clerk or her designated representative so long as such access does not adversely or unreasonably affect or interfere with work or work schedules of Village employees or the business of the Village.

ARTICLE SEVEN - Union Access



A. The normal workweek for Highway employees shall be 7:00 a.m. - 3:30 p.m. Monday through Friday with ½ hour off for lunch unpaid and ½ hour for lunch paid from 11:30 to 12:30 for each normal regularly scheduled shift. The normal workday shall be eight (8) hours, for a total of 40 hours per week, excluding any unpaid lunch period.

B. The normal workweek for Sanitation employees shall be 6:00 a.m. - 12:30 p.m. Monday through Friday with a ½ hour unpaid for lunch from 12:00 p.m. to 12:30 p.m., and 7:00 a.m. - 1:30 p.m. with a ½ hour unpaid lunch from 1:00 p.m. to 1:30 p.m. The normal workday shall be six (6) hours, for a total of 36 hours per week, excluding any unpaid lunch period.

ARTICLE ELEVEN - Hours of Work

C. Accumulated sick leave, vacation time or personal leave shall be integrated with N.Y.S. Disability benefits. An employee who goes on a disability, medical or Workers' Compensation leave shall be required to first utilize his or her prior accumulated sick leave and shall then have the option of using any accumulated vacation or personal days during any such leaves. Under no circumstances will any combination of sick leave, vacation leave or personal leave accumulation and N.Y.S. Disability benefits exceed an employee's regular straight time weekly rate.

A. The Village will provide life insurance coverage of \$15,000.00 for employees at no cost to the employees.

B. The Village will provide New York State Disability Insurance at no cost to the employee.

ARTICLE TEN - Life Insurance/Disability

D. An employee who demonstrates other valid health insurance in place may decline health insurance benefits required under this Agreement and elect a buyout for a payment of \$3,000.00 for individual and \$5,000.00 for family coverage payable in monthly installments for the period the individual is employed. All buyouts are voluntary and must be signed by the employee. Proof of valid health insurance needs to be provided to the Village as a condition of any proposed buyout. The buyout or waiver shall be for the current enrollment, and employees may not be allowed to re-enter the plan or obtain health insurance coverage until the next annual enrollment period. In addition, re-enrollment may be subject to employee insurability.

C. For employees in the bargaining unit who become employed by the Village after June 1, 2010, the Village shall pay 90% of the cost of those health insurance benefits under the State Insurance Health Plan and the employee shall pay 10% of the cost of those benefits.

- C. The Village may modify start times in emergency situations or from time-to-time modify start times of the normal work week after 90 days prior written notice to the Union where circumstances arise which necessitate a change in the regular work day schedule to accommodate the Village's present needs.
- D. An employee who completes his/her job duties prior to the completion of normal working hours shall be subject to assignment of any additional duties in any capacity at the discretion of the Village to fill out the remainder of his/her shift.
- E. Employees may be required to report to work outside of their normal working hours because of emergency circumstances. In such event, the employee shall use his/her best efforts to get to the Village to immediately begin work. Upon arrival, the employee shall be entitled to compensation for the actual time worked, or a minimum of two (2) hours, whichever is greater plus up to one hour of travel time, it being understood that this time is not intended to delay the employee's obligation to report for duty. The compensation payable under this provision will be provided only when the employee has been called in by his/her Supervisor, Department Head or the Mayor. To be eligible, the employee must provide the Village with home telephone and cell phone numbers necessary to permit the Village to reasonably contact the employee. Additionally, in order to be eligible, the employee must be off-duty more than fifteen (15) minutes from the time in which his/her shift has ended, and have been released by his/her Department Head or Supervisor following the completion of his or her normal shift. If an employee is either physically on the premises or within the Village's jurisdiction at the time in which said employee is called to duty, the foregoing payment provisions will not apply. There shall be no pyramiding of overtime as a result of this provision.
- F. Scheduled overtime shall be assigned on a rotating basis except in cases of emergency or where specific skills are required to perform the necessary tasks.
- G. Employees shall be eligible for a coffee break not to exceed 15 minutes in the morning and a break not to exceed 15 minutes in the afternoon.
- H. Highway employees who fill in for Sanitation employees must work their regularly scheduled shift, and Sanitation employees who work for Highway employees must work the complete Highway shift. This provision shall not apply to Highway workers who are required to perform the responsibilities of a Sanitation employee for a full work week. In such an instance, the Highway employee shall work the Sanitation Department schedule for that given week.
- I. At the option of the Village and after 90 days prior written notice, the Village may direct Sanitation employees to perform all services currently being done in six (6) days, Monday through Saturday, to any five (5) days, Monday through Saturday.

K. Employees should be entitled to overtime pay at 1-1/2 times their regular rate of pay for hours worked over 40 per workweek. Paid time off for holidays, personal days, sick days, vacation days or bereavement leave shall constitute time worked for purposes of this section.

L. The Village shall pay a \$15.00 meal allowance after the first 12 hours of continuous work.
M. Time worked on a Sunday shall be paid at two times an employees' regular hourly rate, provided the employee has worked 40 hours during the preceding workweek

ARTICLE TWELVE – Longevity Pay

Longevity pay shall be paid for all regular full-time employees as follows:

- (i) Conclusion of 5 years of service - \$ 250
- (ii) Conclusion of 10 years of service - \$ 500
- (iii) Conclusion of 15 years of service - \$ 750
- (iv) Conclusion of 20 years of service - \$1,000
- (v) Conclusion of 25 years of service - \$1,250

Longevity pay will be paid at the next pay period following the employee's anniversary of completion of the year identified. Payments shall be subject to appropriate withholdings. Each longevity payment is a separate and distinct lump sum payment, which is paid once per accrual period (i.e., at the 5th year, 10th year, etc.) and shall not be incorporated into an employee's hourly rate and/or weekly salary for future compensation. An employee who prior to ratification may have had longevity pay incorporated into his/her payroll shall not suffer a reduction in his/her hourly rate as a result of this provision going forward – although all future longevity pay awards shall be lump sum payments in accordance with this provision.

ARTICLE THIRTEEN – Seniority

A. Seniority shall be determined on the basis of continuous full-time permanent employment in the Village's Department of Public Works Department.

B. The Village shall maintain a seniority list for employees employed in the Public Works Department.

C. Layoff shall be by seniority; provided, however, that the Village reserves the right to layoff out of seniority order where less senior persons possess skills that are then necessary for the continued operation and management of the Village.

D. An employee laid off shall have no right to recall more than 12 months following his/her layoff.

C. Employees who are employed as of the date of ratification of the Agreement shall be entitled to the following additional increases:

July 1, 2009	-	2.5%
July 1, 2010	-	2.5%
July 1, 2011	-	2.5%
July 1, 2012	-	2.5%
July 1, 2013	-	2.5%

B. Bargaining unit employees employed as of the date of ratification and execution of the agreement shall be entitled to the following retroactive and prospective wage increases in each of the following years:

A. All employees covered by this Agreement shall be paid on a bi-weekly basis. Payroll checks will be issued to employees on the Friday following the close of the payroll period.

ARTICLE FOURTEEN - Wages

I. A job posting procedure in the Public Works Department will be maintained so that existing employee may apply for any jobs.

H. Where a new job title is created within the bargaining unit, the Village and the CSEA will review and discuss the new title but the Village shall make the final determination concerning duties, salary or other employment terms of any new title.

G. It shall be the policy of the Village in promotions within the bargaining unit to take into consideration as a factor the seniority of qualified employees. However, this Article shall not be construed to mean that the Village is required or obligated to promote the most senior employee. The parties agree that the Village has the right and discretion to promote a less senior employee or hire from outside the Village work force where the Village in its opinion believes that the person it selected is the most qualified for that position.

F. Prior to hiring a new employee, the available work will first be offered to employees eligible for recall rights under Civil Service Law, if any, who were previously laid off other than for cause within the time for exercise of any recall rights under Civil Service Law by sending a written notice to the employee by registered or certified mail, return receipt requested directing him to return to work at a date and time not less than five days from the mailing of such notice. A refusal to return to work after such a notice shall result in a loss of any recall rights, if any, for any applicable periods under Civil Service Law.

E. The filling of vacancies need not be made by the Village on the basis of seniority, provided that it does not effectuate a layoff of any existing employees.

Floor adjustment: Employees whose hourly rate as of July 1, 2009 was \$13.00 shall be entitled to an upward adjustment of \$.60 per hour - the adjustment shall be effective July 1, 2011 - there shall be no retroactivity.

Class adjustment: A. Employees who have achieved MEO status as of date of ratification and who were not historically given a wage increase by the Village shall be entitled to a one time upward adjustment of \$.40 per hour as of July 1, 2011. The adjustment shall be applied prior to the application of the July 1, 2011 general wage increase.

B. Employees who achieve MEO status following the date of ratification shall be entitled to a one time upward adjustment of \$.40 per hour as of the payroll week following the date that the employee achieves MEO status.

C. Employees who achieve MEO2 status following the date of ratification shall be entitled to a one time upward adjustment of \$.35 per hour as of the payroll week following the date that the employee achieves MEO2 status.

D. Employees who are assigned the job of "crew chief" in the Sanitation Department shall be entitled to a differential of \$2.00 per hour for as long as the employee holds that position — the crew chief differential shall not be subject to the general wage increases but shall constitute a differential that is applied on top of the regular hourly wage and any increase.

ARTICLE FIFTEEN — Vacation

A. All full-time Highway employees employed as of the date of ratification shall be eligible for vacation which shall accumulate on a monthly basis according to the following schedule:

Years of Service	Vacation Days Per Year
After 1 year of service	10
After 2 years of service	11
After 3 years of service	12
After 4 years of service	13
After 5 years of service	15
After 6 years of service	16
After 7 years of service	17
After 8 years of service	18
After 9 years of service	19
After 10 years of service	20

B. Employees with less than one year of service shall be eligible for vacation which shall accumulate at the rate of .50 days for each completed work month.

C. All full-time Highway employees employed after the date of ratification shall be eligible for vacation which shall accumulate on a monthly basis according to the following schedule:

<u>Years of Service</u>	
First Year of Service	10
After 1 year of service	15
After 5 years of service	20
After 10 years of service	
<u>Vacation Days</u>	.50 day for each month worked

D. Based on the current workweek for Sanitation employees, all full-time Sanitation employees employed as of the date of ratification shall be eligible for vacation which shall accumulate on a monthly basis according to the following schedule.

<u>Years of Service</u>	
After 1 year of service	12
After 2 years of service	13
After 3 years of service	14
After 4 years of service	15
After 5 years of service	17
After 6 years of service	18
After 7 years of service	19
After 8 years of service	20
After 9 years of service	21
After 10 years of service	22
<u>Vacation Days Per Year</u>	

E. All full-time Sanitation employees employed after the date of ratification shall be eligible for vacation which shall accumulate on a monthly basis according to the following schedule:

<u>Years of Service</u>	
First Year of Service	.50 day for each month worked
After 1 year of service	12
After 5 years of service	17
After 10 years of service	22

F. In the event the Village adopts a five-day workweek for Sanitation employees, the vacation accumulation shall be on the same basis as Highway employees.

- G. Probationary employees shall not be entitled to take any vacation time during their probationary period and shall not be eligible for any pay for any vacation time in the event that their employment is terminated prior to the completion of the probationary period.
 - H. If an employee does not complete the calendar year in the employ of the Village for any reason, vacation time shall be prorated for payout purposes. If an employee has taken in excess of his/her permissible allotment of vacation time prior to termination of their employ, the Village will be entitled to be repaid for excess time taken.
 - I. Scheduling of vacations shall be at the discretion of the Department Head and/or the Mayor. At least once in each calendar year, each Department Head shall require all employees in the particular department to submit requests for vacation in writing. Vacation requests shall be approved or disapproved by the Department Head, based on business needs at least 4 weeks in advance.
 - J. Employees may not take vacation days in advance of their being earned without written permission from the Mayor. Requests for an advance of vacation days shall be submitted to the Village Clerk no less than four weeks prior to the commencement date. The decision of the Mayor shall be final and binding.
- ARTICLE SIXTEEN - HOLIDAYS**
- A. Permanent full-time employees shall be entitled to the following holidays off with pay:
 - New Year's Day, Martin Luther King Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day
 - B. Holiday pay shall be at the employee's regular base rate.
 - C. Employees required to work on one of the above-named Holidays shall be eligible for overtime pay at one and one half times their regular hourly rate for all hours worked on the Holiday, in addition to Holiday pay.
 - D. An employee who is absent on their scheduled workday preceding or following a holiday shall not be eligible for Holiday pay. An employee shall have the right to request an exception from this limitation in the event of a documented medical condition requiring emergency care treatment and/or hospitalization. The decision of the Village shall be final and binding.
 - E. If a holiday falls on a Saturday or Sunday, the Village shall select an alternative holiday date for all employees.

ARTICLE SEVENTEEN – SICK TIME

A. All full-time Highway employees employed as of the date of ratification shall be eligible for up to 12 sick days which shall accumulate at the rate of one sick day for each completed work month. Based on the current workweek for Sanitation employees, all Sanitation employees shall be eligible for up to 13.5 sick days per year which shall accumulate at a rate of 1.125 sick days for each completed work month. In the event the workweek changes to a five-day week, sick leave shall accumulate on the same basis as Highway employees.

B. Probationary employees that accumulate sick time in accordance with paragraph A above shall not be entitled to take sick leave during their probationary period and shall forfeit such time or eligibility in the event that their employment is terminated prior to the completion of the probationary period.

C. A completed work month is a calendar month in which the employee was on regular pay status for the entire calendar month, including paid personal, vacation and sick leave. Employees are not eligible for sick time accumulation during those periods when the employee is not on a regular pay status (i.e., during no-pay periods). Sick leave shall be credited as of the last day of each completed work month.

D. A doctor's certification is required to be provided by an employee for any instance of three or more days of consecutive absence for sick leave. The Doctor's certification shall be submitted within two days after the employee returns to work.

E. If patterned absences of sick leave are observed, a Department Head may require a doctor's certification for employees who call in sick even with only a single days' absence. The certificate must be furnished within 2 days of an employee's return to work. Patterned absences are unacceptable regardless of accumulated sick leave and are subject to disciplinary action. Patterned absences include, but are not limited to, the day before or after a regular day off; the day before or after a Holiday; the day before or after scheduled leave time; the day after payday and 3 or more other types of occurrences in each 6 month period (January - June and July - December).

F. An employee who has a continuing illness and has exhausted his/her sick leave entitlement may be granted a medical leave of absence by the Village. The Village shall determine whether to continue to provide the medical leave in accordance with New York State Civil Service Law, Sections 71, 72, and 73.

G. Employees employed as of the date of the ratification of this Agreement may accumulate sick leave up to a maximum amount of 200 days. Unused sick leave is not payable upon separation from service, except for retirement purposes. Upon retirement at age 55 and a minimum of ten years of service, an employee is eligible for a lump sum cash payout of unused accumulated sick leave up to a maximum of 200 days according to the following sliding scale.

A. Vacation, sick and personal time shall not accumulate during any period of unpaid leave, disability leave or workers compensation leave or other medical or personal leave.

ARTICLE NINETEEN - Provisions Applicable to Paid Time Off

E. If an employee does not complete the calendar year in the employ of the Village for any reason, there shall be no payout for unused personal days. If an employee has taken in excess of his/her permissible allotment of personal time, the Village may recoup or seek payment of the excess time taken.

D. Three (3) days' notice shall be given, in writing, to the Department Head prior to using personal leave, except in cases of true emergencies. In the event of an emergency, the employee shall request personal leave to his/her Department Head and specify the general nature of the emergency.

C. The personal leave provided shall be for the conduct by such employee for his or her personal business, including religious observance, and shall be granted without charge against accumulated vacation. Unused personal time, at the end of each year, shall be added to vacation leave subject to the vacation policy's accumulation rules and limitations on carryover of days accumulated.

B. Probationary employees that accumulate personal time in accordance with paragraphs A and B above shall not be entitled to take personal leave during their probationary period and shall forfeit such time or eligibility in the event that their employment is terminated prior to the completion of their probationary period.

A. All full-time Highway employees shall be eligible for personal leave of up to five days per year which shall accumulate at the rate of 5/12 days for each completed work month, and all Sanitation employees shall be eligible for up to six personal days per year which shall accumulate at a rate of 6/12 days for each completed work month. In the event the workweek for Sanitation changes, their accumulation rate for personal days shall be the same as Highway employees.

ARTICLE EIGHTEEN - Personal Leave

H. In lieu of a cash payment, an eligible retiring employee may designate a portion of his or her accumulated sick leave up to a maximum of 160 days to be allocated for additional service credits for retirement purposes in accord with regulation 41d of the New York State Local and Employees Retirement System.

Years of Service	Percent of Payment for Accumulated Days
10-20	85% of accumulated sick days
Over 20	100% of accumulated sick days

A. All regular full-time employees of the Village shall be granted a leave of absence with pay if called for Jury Duty for a period of up to a maximum of fifteen (15) work days per calendar year. Eligible employees who receive notice of jury duty must notify his/her supervisor immediately in order that arrangements may be made to cover the position.

B. Employees eligible for payment under this policy are required to submit, to the Village's Treasurer, any jury fees collected, excluding travel expenses for mileage fees.

ARTICLE TWENTY ONE – Jury Service

C. The employee must notify his/her immediate supervisor as soon as possible to request bereavement leave.

B. If additional time is necessary, it shall be taken as vacation, or unpaid leave if vacation has been exhausted, with advance authorization by the Mayor.

For purposes of this provision, "immediate family" shall be defined as spouse/partner, mother, step-mother, father, step-father, mother-in-law, step-mother-in-law, father-in-law, step-father-in-law, employee's children, employee's step-children, sister, employee's step-sister, brother, employee's step-brother, daughter-in-law, employee's step-daughter-in-law, son-in-law, employee's step-son-in-law, sister-in-law, employee's step-sister-in-law, brother-in-law, employee's step-brother-in-law, grandparents, employee's step-grandparents, grandchildren and employee's step-grandchildren.

A. All employees covered by this Agreement who experience the death of a member of their immediate Family shall receive up to three days off with pay at the discretion of the Village as bereavement leave to arrange and/or attend funeral activities. An additional two (2) days shall be allowed at the discretion of the Village in the event of the death of a spouse, son, daughter, mother, father, mother-in-law and father-in-law. Proof of leave must be provided upon request of the Village.

ARTICLE TWENTY – Bereavement Leave

B. As of December 31 of any year, unused accumulated vacation and personal time for that year may be carried over up to a maximum of fifteen (15) days for use in the following year. Any employee who has accumulated more than fifteen (15) unused vacation days, as of December 31 in any year, shall receive additional compensation, equal to the value of all such days in excess of fifteen (15), on a per diem basis, based upon the employee's salary as of January 1 of the existing year. Employees hired on or after ratification shall be entitled to carry over any unused accumulated vacation time for that year up to a maximum of five (5) vacation days.

- (1) dishonest conduct in relation to an employee's performance of his job or property belonging to the Village;
- (2) drinking of alcoholic beverages while on duty;
- (3) recklessness which places another person's health or safety at risk or which results in a serious accident while on duty;

The Village retains the right to discharge and/or discipline any employee for just cause. The parties recognize that many different types of conduct or infractions can constitute just cause for discharge. It is agreed that employees may be discharged without prior progressive discipline for any of the following reasons:

C. Matters Subject to Discipline

B. The procedure established herein shall be the exclusive disciplinary procedure for an employee who has passed his/her Probationary Period and may be subjected to disciplinary charges. Should any sentence or clause of Section 75 be read as contradictory to this Agreement, the provisions of this Agreement shall at all times supersede the sentence or clause in question.

A. Discipline and/or discharge of Probationary Employees shall be within the sole and unreviewable discretion of the Village and shall not be subject to notice, disciplinary procedure and/or disciplinary arbitration.

ARTICLE TWENTY FOUR — Discipline and Discharge

Employees who report for either reserve or active duty will be granted time off, accrue benefits and be reinstated in accordance with applicable federal and state laws. The Employee shall be required to provide the Village with a copy of his/her written orders as soon as they are received.

ARTICLE TWENTY THREE - Military Leave

Any employee who dies or terminates service with the Employer for any reason, other than for cause, prior to taking his or her vacation for the year in which the vacation accumulates, shall be entitled to a prorated vacation compensation for that year plus any accumulated vacation days which shall be paid to the employee or in the case of death, to the legal estate of the decedent in accordance with appropriate law. Payments will be authorized and made upon the filing of a certified copy of proof of death, or upon receipt of written notice of termination at least two (2) weeks prior to the effective date thereof.

ARTICLE TWENTY TWO - Terminal Leave Pay

C. If excused from juror service during the employee's regular working hours with the Village, the employee is expected to contact his/her supervisor and to report to work if instructed.

A panel of four (4) permanent arbitrators shall hear all disputes under this Agreement. The panel of arbitrators shall consist of Ralph Berger, Howard Edelman, Eugene

request not made within the 20 days shall be deemed time barred. written request to the Arbitrator with notice to the Village Clerk. A excess of thirty (30) days. Arbitration shall be deemed initiated upon Village at Step 1; or (b) discharge; or (c) suspension without pay in (20) days following (a) notification of the decision reached by the arbitration. CSEA may proceed to disciplinary arbitration within twenty CSEA (and not the employee) shall have the right to proceed to

Step 2:

regarding the objection and transmit the decision to the employee and objection, the Mayor (or his designee) shall make a written decision writing to the Village Clerk. Within ten (10) days following receipt of the disciplinary action which was imposed shall present the objection in of a notice of discipline, whichever is first, an employee who objects to the imposition of disciplinary action or service

Step 1:

Within ten (10) days after the imposition of disciplinary action or service days of its transmittal to the employee. Village shall provide a written reason to the employee within five (5) days of the discharge/discipline, and a copy of the notice shall be forwarded to CSEA within two In the event that an employee is discharged, or disciplined beyond a verbal warning, the

D. Procedure and Review

circumstances. Notwithstanding the categories of offenses listed above, the parties agree that other misconduct may be grounds for immediate discharge depending on the severity of the

- (14) fighting or threats of violence against another person.
- (13) any other such kind of harassment; and time or the workplace, including but not limited to sexual, racial, ethnic or immoral, indecent or abusive conduct toward another, while on Village
- (12) unauthorized use of a Village vehicle or theft of Village property;
- (11) possession of firearms or weapons on Village property;
- (10) a conviction for DWI and/or DUI;
- (9) loss of a driver's license which is necessary to perform the employee's job;
- (8) participation in a slowdown, work stoppage or strike;
- (7) criminal misconduct during working hours;
- (6) employees or residents; willful, wanton or malicious damage to the property of the Village, its the Village;
- (5) selling, transporting or uses of illegal narcotics while in the employment of resident while on duty;
- (4) unprovoked assault on an employee, a supervisory employee or a Village

Ginsberg and Robert Herzog. The arbitrators shall serve in rotation, but if the arbitrator next in line cannot hear the case within forty-five (45) days, the next arbitrator shall be chosen. If no arbitrator on the panel can hear the case within that time, then the arbitrator who can hear the case most expeditiously will be chosen, with the understanding that no arbitrator shall be scheduled to hear two consecutive cases. The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed in writing to give the arbitrator specific authority to do so, or to make an award which has such effect. It is agreed that a disciplinary proceeding commenced during the term of this Agreement or prior to the execution of a new agreement may be processed in accordance with the procedures herein set forth, notwithstanding the fact that this Agreement has, by its terms, expired. The award of the arbitrators so made shall be final and binding upon the parties.

For the purposes of the Disciplinary Review Procedure:

- (a) Failure by the Village, at any Step, to communicate a decision on a grievance within the specified time limits shall permit the employee or the CSEA to proceed to the next Step.
- (b) Failure by the employee or the CSEA at any step to appeal a grievance to the next Step within the time limits shall be deemed to be a waiver of the right to appeal to the next Step.

- (c) Judicial Review of Disciplinary Action shall be exclusively limited to proceedings governed by Article 75 of the CPLR.
- (d) Neither the CSEA nor the Village shall be allowed more than 3 adjournments of any arbitration case. No adjournment shall be more than 20 days.

- (e) The arbitrator shall only decide whether misconduct or incompetence existed, and if so, the appropriate penalty pursuant to the terms of this Agreement.

The cost of the arbitrator shall be borne equally by the parties.

The arbitrators selected shall be notified immediately and shall hold the hearing and render the binding decision with 60 calendar days after designation, unless otherwise agreed by the parties.

ARTICLE TWENTY FIVE – Drug and Alcohol Testing

A. The use of illegal controlled substances or alcohol by an employee, regardless of the position held, adversely affects the accomplishment of the Village's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of employees and the public and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance and alcohol, procedures to test for the use of illegal controlled substances and alcohol upon reasonable suspicion have been established in this Article.

B. Employees shall be subject to testing in compliance with applicable requirements of applicable New York State and federal DOT requirements or other applicable law. Any employee who refuses to submit to testing may be subject to discipline, including discharge.

- (a) The order to submit to testing must be justified by a reasonable suspicion that the employee has reported for duty under the influence of illegal controlled substances or alcohol or is engaging in the possession, use, distribution or sale of illegal controlled substances either on or off duty.
- (b) While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.
- (c) Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.
- (d) Reasonable suspicion may be based upon, among other matters: Observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances, such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior which warrants employer inquiry because of a direct bearing on the mental faculties of the employee on the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable or credible sources or which is independently corroborated.
- (e) It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test, and the CSEA shall be notified of such order.

C. Urinalysis shall be in accordance with the standards and procedures incorporated in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988, and the following:

- (a) The employee being tested shall have the right to an independent analysis of the specimen from a lab of his/her choice from a list mutually agreed to by the Village and the CSEA. The employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by such employee, and a specimen shall be provided to that laboratory, as well as to the laboratory designated by the Village. Copies of all test results shall be sent to the employee and the Village.

(b) All tests required by the Village will be fully paid by the Village. The employee shall pay for any tests requested by him.

(c) All tests shall be kept confidential, except as necessary to implement the terms and conditions of this policy.

D. In addition to all procedures enumerated in this Article, employees with commercial driver's licenses and who operate motorized vehicles will also be subject to drug and alcohol testing as mandated by New York State and/or the Department of Transportation. Nothing in this Article shall be construed to replace or substitute New York State/DOT requirements.

E. The Village shall use either a hospital, or accredited testing lab, as chosen by the Village, for such testing. Additionally, the Village or its designee shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is a reasonable suspicion to believe that the employee may tamper with the testing procedure. Any and all such witnessing shall be done by a party who is the same gender as the employee being tested. Any test showing a positive result will be confirmed by the gas chromatography/mass spectrometry (GC/MS) or any other similarly recognized method before any administrative action is commenced.

F. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee along with such other information as is required to assure the tests were properly conducted.

G. A portion of the test sample, if positive, shall be retained by the hospital/accredited testing lab for fourteen (14) days so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory and/or hospital certified by the State of New York to perform drug and/or alcohol testing of the employee's choosing and at the employee's own expense. The Union will be advised of passed or failed tests to the extent that the releasing of such data is not inconsistent

with Federal or State laws regarding the privacy of said test or if the individual involved does not want this test released to the Union.

H. Use of illegal drugs or alcohol or abuse of prescribed drugs, at any time, or refusal to submit to such testing shall be cause for discipline, including termination, subject to the relevant grievance procedures set forth in this Agreement. All issues relating to the drug and alcohol testing process (i.e., whether there is reasonable suspicion, whether a proper chain of custody has been maintained, etc.) shall be subject to the grievance procedures of this Agreement.

I. An employee who has voluntarily declared himself to the Village as having an alcohol and/or substance abuse problem prior to (i) any act that would require testing under this Agreement, or (ii) the initiation of testing under this Agreement, shall be permitted a leave of absence for treatment on an in-patient or outpatient basis. While on a leave of absence, the employee may use accumulated sick leave credits, vacation leave credits, holidays and other accrued time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise, the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights, which may apply under the ADA, FMLA or other relevant laws.

ARTICLE TWENTY SIX - Grievance and Arbitration

A. Any and all disputes concerning the interpretation and/or application of the terms of this Agreement (i.e., a "grievance") shall be adjusted as set forth in this procedure.

B. All grievances shall be in writing. A grievance shall identify the specific provision of the Agreement alleged to have been violated and contain a statement of the grievance, the supporting facts and the remedy sought. CSEA shall have the right to represent an employee at any step of the grievance procedure. A grievance shall be deemed time barred if presented more than 20 days from the date that the act or omission giving rise to the grievance occurred.

Step One:

The employee or CSEA shall present the grievance to the Village's designated representative. The Village's designee shall meet with the employee and/or CSEA and shall issue a written response no later than 20 days following its receipt of the grievance.

Step Two:

An appeal from an unsatisfactory Step 1 Decision shall be filed by the employee or CSEA within 10 days following receipt of the Step 1 Decision. The appeal shall be in writing and set forth the reasons for the disagreement with the Step 1 Decision. The Village shall designate a representative to meet with the employee and/or CSEA to review the appeal and shall issue a written response no later than 20 days following its receipt of the appeal.

Step Three:

An appeal from an unsatisfactory Step 2 Decision shall be filed by the employee or CSEA within 10 days following receipt of the Step 2 Decision. The appeal shall be in writing, attach the documents presented and responses at Step 1 and Step 2 and set forth the reasons for the disagreement with the Step 2 Decision. The Mayor or his designee shall issue a response to the employee and/or CSEA no later than 15 days following receipt of the appeal.

C. A grievance relating to the interpretation and/or application of the Agreement that does not involve discipline and/or discharge of an employee may be initiated by either CSEA or the Village at Step 3.

D. Any dispute not resolved at Step 3 may be submitted to binding arbitration. No matter may be submitted to arbitration beyond twenty-one (21) calendar days after the Step 3 Response is provided, unless extended by mutual agreement of the Parties.

E. The panel of arbitrators designated by the Village and CSEA to hear and determine matters involving discipline and discharge shall also be responsible to hear and determine disputes under this Agreement. The arbitrators shall serve in rotation, but if the arbitrator next in line cannot hear the case within forty-five (45) days, the next arbitrator shall be chosen. If no arbitrator on the panel can hear the case within that time, then the arbitrator who can hear the case most expeditiously will be chosen, with the understanding that no arbitrator shall be scheduled to hear two consecutive cases.

F. The arbitrator shall have no power to add to, subtract from or modify this Agreement but shall rule only on interpretation of the existing Agreement.

G. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared equally by CSEA and the Village. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE TWENTY SEVEN - Labor Management Committee

There shall be a Labor Management Committee composed of four members, two of whom are selected by the Village and two of whom are selected by CSEA, which shall meet during non-work hours at mutually agreeable dates and times to discuss safety, efficiency, and other labor issues. There shall be no payment by the Village of overtime or additional wages for the time spent at such meetings or in preparation for such meetings.

ARTICLE TWENTY EIGHT - Management Rights

It is understood and agreed that unless specifically restricted and/or limited by a term of this Agreement, the Village Board and/or the Mayor shall have the exclusive and non-reviewable right to operate and manage the business and the affairs of the Village and to direct and control its operations and to independently make, carry out and execute all

A. The Village shall have the right to require a doctor's certificate verifying sickness and/or injuries of an employee, and the Village shall have the right to require the employee to submit to an examination by a physician selected by the Village and the employee hereby consents to such an examination.

ARTICLE THIRTY - Injuries and Equipment

If the retired employee dies during retirement, prior to the employee's spouse and dependents, the spouse and dependents may be covered under the group health insurance plan as then in effect upon reimbursement to the Village for the actual cost of the plan.

Upon retirement, the group health insurance plan as then in effect will be offered to employees who retire after June 1, 1984 provided that the retired employee is at least 55 years of age and has completed a minimum of ten years vested service with the Village. The cost in this instance shall be borne by the Employer under the group plan for the individual retired employee; however, if the employee retires with family benefits, 20% of the additional cost for the dependent spouse and/or dependents shall be borne by the Employee and is to be deducted from his or her retirement benefit.

Hospitalization

The New York State Retirement Plan currently in effect for full-time employees shall continue pursuant to the provisions of applicable Retirement and Social Security Law.

ARTICLE TWENTY NINE - Retirement

plans and decisions which are deemed necessary in their judgment for the welfare, advancement or best interests of the Village and its constituency. By way of illustration only, such management prerogatives shall include but not be limited to the right: (i) to direct the Village's working forces and the assignment of work, including the right to hire, establish rates of pay, promote, transfer, assign, discharge and/or discipline employees, (ii) to increase and/or decrease the size of the Village's workforce including the layoff of employees and discontinuance of positions; (iii) to establish, distribute, modify and enforce rules of employee conduct and appearance, rules of operating procedures, working rules, work assignments, scheduling (including mandatory overtime) and safety regulations; (iv) to contract for the performance of any of its services and increase or decrease the scope thereof; and (v) to install or remove equipment, as well as direct the use of the Village's equipment (including the expenditure of capital, facilities, etc.). All rights heretofore exercised by the Village are vested exclusively in the Village. The failure by the Village to exercise any of the rights as provided in this paragraph shall not be construed a waiver of these rights. Further, nothing contained herein shall in any way be deemed to restrict the Village's right to determine routes, staffing, numbers of persons assigned to vehicles, job completion and/or work assignments.

_____ day of _____, 2012

IN WITNESS WHEREOF, the parties have executed this agreement as of the

The provisions of this contract shall be effective as of July 1, 2009, except where specifically provided otherwise, and shall remain in full force through June 30, 2014.

If any provision of this Agreement becomes invalid or unenforceable by virtue of any legislation or court decision, it shall not affect the remaining provisions of the Agreement, and they shall remain in full force and effect as though the invalid or unenforceable provision had not originally been included.

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

Statement Pursuant to Section 204-a of the Civil Service Law

ARTICLE THIRTY TWO - Partial Invalidity

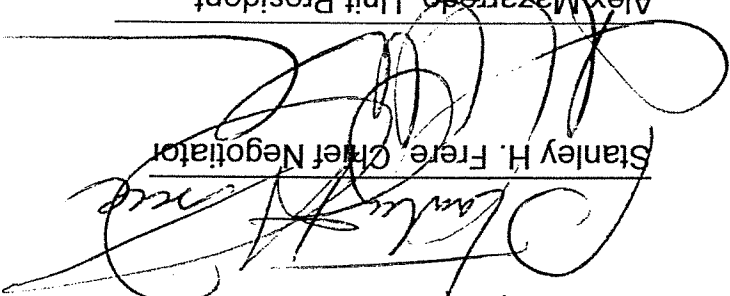
The Village shall have the authority to impose proper discipline, including discharge in the event that any employee has engaged in strike action, slowdown or work stoppage in violation of this Agreement.

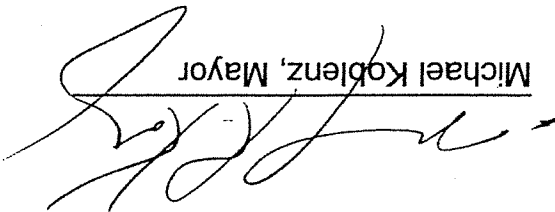
During the term of this Agreement, there shall be no strikes, slowdowns or work stoppages of any kind. CSEA agrees that it will not condone or support any conduct by any member that violates this provision. CSEA, upon notice from the Village that such a violation is alleged to have occurred, shall issue a written notification within eight hours of such notice disavowing any such conduct to its membership, as well as to any third parties to the fullest extent that such notice is feasible.

ARTICLE THIRTY ONE - No Strike

C. The Village shall not require an employee to use his or her personal vehicle for Village business, except in emergency situations.

B. Employees shall promptly notify the superintendent of any defective equipment or potential unsafe work hazards and the superintendent shall determine the appropriate corrective action, if any.

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

 Stanley H. Frere, Chief Negotiator
 Alex Mazarredo, Unit President

INCORPORATED VILLAGE
 OF EAST HILLS

 Michael Koblenz, Mayor

