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GEN/7551

COLLECTIVE BARGAINING AGREEMENT

between

VILLAGE OF CROTON ON HUDSON

and

LOCAL 456, IBT

June 1, 2003 - May 31, 2006

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

AUG 10 2005

**ADMINISTRATION**

(44)



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## **PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Village of Croton-on-Hudson, New York, (hereinafter referred to as the "VILLAGE"), and Local 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "Union").

## **ARTICLE 1**

### **DEFINITION**

The Village recognizes the Union as the exclusive bargaining agent for all blue collar and white collar employees of the Village in the titles listed below who regularly work twenty-one (21) hours or more per week, except Seasonal Employees and those temporary employees whose appointment lasts no longer than six (6) months in a year, who hold the following titles:

Lead Maintenance Mechanic (Automotive)	Assistant Automotive Mechanic
Assistant General Foreman	Automotive Mechanic
Caretaker	Heavy Motor Equip. Operator (HMEO)
Laborer	Laborer/Mechanic
Laborer/Dog Control Officer	Maintenance Worker (Repair)
Motor Equipment Operator (MEO)	Park Foreman
Skilled Laborer	Water Maintenance Foreman
Water Maintenance Worker I	Water Maintenance Worker II
Assistant Court Clerk	Intermediate Account Clerk
Intermediate Clerk	Data Entry Operator
Intermediate Typist	Secretary to Zoning Bd. of Appeals
Senior Account Clerk	Parking Enforcement Officer
Parking Enforcement Officer(School Cross. Gd.)	Fire Inspector

All other employees of the Village shall be excluded

## **ARTICLE 2**

### **RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining in respect to rate of pay, wages and hours of employment, and other fringe benefits, for the maximum period allowed by law.

## **ARTICLE 3**

### **WAIVER**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

## **ARTICLE 4**

### **VILLAGE PREROGATIVES**

Subject to the terms of this Agreement, the Management of the Village and the direction of its personnel, including the right to hire, discipline or discharge employees for just cause, to transfer, promote them or lay them off and to maintain discipline, order and efficiency in its plants are the sole responsibility of the Village. Except in cases of emergencies, members of the unit who are moved from Sanitation to other jobs within their classification with different hours will be given ten (10) working days' notice. The methods, processes and means of conducting its business are the prerogatives of the Village.

## **ARTICLE 5**

### **STRIKE**

The Union expressly affirms that it does not assert the right to strike against the government of the Village, nor to assist in any such strike or to impose an obligation to continue, assist or participate in any such strike, advocate, counsel, suggest or approve any strike, tacitly or otherwise.

## **ARTICLE 6**

### **ADMITTANCE OF EMPLOYEE REPRESENTATIVES TO EMPLOYER'S PROPERTY**

No more than two (2) business representatives of the Union shall have access to the premises of the Employer during working hours for the purpose of investigating grievances and other terms and conditions of employment. Authorization for such visits shall be at the specific permission of the employer and shall be requested to the Village Manager or his/her designee in advance. The business representatives shall conduct such business in a prompt and orderly manner and such visits shall not, in the opinion of the Village Manager, unnecessarily or unreasonably interrupt work.

## **ARTICLE 7**

### **SOLICITATION OF MEMBERSHIP AND DUES**

7.1 No solicitation of employees for Union membership, collection of dues or other Union activities shall be conducted on the Employer's time or during working hours, except that the Union representative will be allowed one interview with a new employee who is under its jurisdiction, regarding membership in the Union before the expiration of the thirty (30) day calendar period from the date of employment.

7.2 Dues Deductions: The Village agrees to deduct individual assignments signed by employees authorizing deductions of membership dues, and Political Action Fund.



7.3 There shall be no mass meetings called by the Union or held by its members for any purpose, on the Village's property at any time, except as specifically authorized by the Village Manager or his/her designated representative.

## **ARTICLE 8**

### **BULLETIN BOARDS**

The Village shall provide a reasonable number of bulletin boards the number of which and location are to be mutually agreed upon by the Union and the Village. The Union Shop Steward, or his/her duly authorized representative, may post notices of Union elections, and results thereof, appointments, meetings, social functions, and other material if approved by the Village Manager or his/her duly authorized representative.

## **ARTICLE 9**

### **AGENCY SHOP**

The Village agrees to deduct from wages of employees covered under this agreement who are not members of the Union an appropriate agency fee levied by the Union. The Union shall be responsible for all such funds once received by the Union.

## **ARTICLE 10**

### **LEAVE OF ABSENCE**

Leave of absence for a period of more than two (2) weeks may be granted without pay for a reasonable period for legitimate reasons. Excused time off for less than two (2) weeks is not considered a leave of absence but an "excused absence." Requests for leave of absence must be made in writing to the Department Head and approved by the Village Manager.

Leaves of absence for personal reasons shall be permissive and the employee shall not work in any other employment during the leave of absence unless agreed to by the Village Manager.

All leaves of absence shall result in an extension of the anniversary date of the employee by the number of days included in the leave except if the leave is granted for illness, accident or injury. Notwithstanding the above, probationary periods shall be governed by the New York State Civil Service Law and Westchester County Civil Service Rules.

Employees failing to return to work on or before the expiration of their leave shall be considered to have quit voluntarily.

## ARTICLE 11

### MILITARY SERVICE

11.1 Military Service: Employees who were not employees of the Village who voluntarily entered or were conscripted into active service in the Armed Forces of the United States Government under the provisions of applicable law will be credited with full retention of seniority to a maximum of five years, toward longevity and vacation accruals.

11.2 Military Credit Toward Retirement: In the event legislation is passed that would permit "Buy Back Time" for military credit, the Village agrees to adopt the necessary resolution as long as there are no mandated costs placed upon the Village.

## ARTICLE 12

### SAFETY

12.1 Work Related Clothing & Equipment: The Village agrees to provide an allowance annually toward the purchase of work-related clothing and equipment as follows:

	<u>Blue Collar</u>	<u>White Collar</u>
2003	\$250.00	\$200.00
2004	\$275.00	\$225.00
2005	\$300.00	\$250.00

The allowance will be provided during the month of July.

12.2 The Union will cooperate with the Village in regard to any employee who refuses or fails to use any safety device provided by the Village where the nature of the work being performed indicates that such safety device should be used, and in regard to any employee who, without express permission, uses or operates equipment which he/she is not regularly assigned or authorized to use or operate.

## ARTICLE 13

### GRIEVANCE PROCEDURE

13.1 Any dispute arising concerning the interpretation of the express terms of this Agreement shall be the subject of a grievance and shall be processed in accordance with the following procedure.

13.2 A grievance of an employee or employees shall be presented in writing to a designated supervisory person within ten (10) working days from the occurrence giving rise to the grievance or of actual or constructive notice thereof.

13.3 In the event such grievance is not resolved within five (5) working days from such presentation, it shall be presented in writing, by the Union, to the Village Manager.

13.4 In the event that such grievance is not disposed of under Section 13.3, the Employer, or the Union, not later than ten (10) days after presentation under Section 3, shall have the right to submit the issue to binding arbitration before an impartial arbitrator. The submission shall include a brief statement setting forth precisely the express provision of this Agreement to be interpreted by the arbitrator. The Arbitrator's decision shall be limited to the interpretation of the express provision submitted and shall be binding upon the Village, the Union, and the employee.

In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after request for arbitration as hereinabove provided, then the Voluntary Labor Arbitration Rules of the American Arbitration Association shall be applied to the proceeding for the purpose of selecting an arbitrator and the arbitrator shall be selected as therein provided. The arbitrator's fee will be shared equally by the parties to the dispute.

13.5 Time limits for this article may be waived by mutual written agreement.

13.6 The employees designated by the Union to administer this Agreement shall be permitted a reasonable amount of time without loss of pay to do so. Reasonableness shall be determined by the Village Manager, whose decision shall not be arbitrary and capricious. Such employee(s) shall secure prior approval from the Village Manager or his/her designee in such instances.

## **ARTICLE 14**

### **DISCIPLINARY PROCEDURE**

Permanent members of the unit who have completed their probationary period shall be disciplined for just cause. Grievances under this provision shall be submitted in writing within ten (10) working days to the Village Manager. The Village Manager shall render his/her

decision in writing within ten (10) working days. If the Union and the employee are not satisfied with the Village Manager's decision, they may submit such grievance to arbitration under the procedures in Article 13. Such appeal shall be made within ten (10) days of the Village Manager's decision. This procedure shall be in lieu of Section 75 of the Civil Service Law.

## **ARTICLE 15**

### **HOURS OF WORK**

15.1 The working day for public works employees shall be eight (8) hours; and the working day for the office staff shall be seven (7) hours. The work week for public works employees shall be forty (40) hours and the work week for the office staff shall be thirty-five (35) hours.

Lunch shall normally occur from 12:00 Noon to 12:30 p.m. The Village may alter such time where the needs of the Department require. Such changes shall not be arbitrary or capricious. If lunch is not given by 1:00 p.m., either it will not be taken and the affected employees may go home at 3:00 p.m., or, if the employees so elect, they shall work until 3:30 p.m. and be paid at the overtime rate for the 30-minute lunch that was missed.

15.2 Clerical Employees: Clerical employees will work from 8:30 a.m. to 4:00 p.m. with a thirty (30) minute lunch period, Monday through Friday. In the event that the Village Manager determines that the thirty (30) minute lunch period is being abused, he/she may change the work hours from 8:30 a.m. through 4:00 p.m. to 8:30 a.m. to 4:30 p.m. with a one-hour lunch period Monday through Friday. If work hours are 8:30 a.m. to 4:00 p.m., there shall be no summer hours. If work hours are 8:30 a.m. to 4:30 p.m., during the summer months (June 1 to Labor Day), the hours will be from 8:30 a.m. to 4:00 p.m. with a half-hour for lunch.

15.3 Public Works' Hours: Public works' hours shall be 7:00 a.m. to 3:30 p.m. Monday through Friday, with a thirty (30) minute lunch break. Water Department employees shall work from 7:00 a.m. to 3:30 p.m. The laborer assigned to dog enforcement activities, the Heavy Motor Equipment Operator assigned to the sweeper, and Caretaker shall work at hours scheduled by the Superintendent of Public Works. The laborer assigned to the Recreation Department shall work the hours assigned by the Superintendent of Recreation.

15.4 Other work hours may be scheduled with the mutual agreement of the employee and employer. The Union will be notified in writing when this clause is utilized to alter hours.

## ARTICLE 16

### OVERTIME

16.1 Overtime shall occur after the normal eight or forty, or seven or thirty-five hours has been achieved. The regular work week shall include authorized holidays, personal leave and sick leave.

16.2 Overtime pay is defined to mean one and one-half (1 & 1/2) times regular pay except for the following:

- a. Double (2) times the regular pay for performance on the seventh day or a Sunday.
- b. Double (2) times the regular pay in addition to the day's pay for work performance on a contract holiday.
- c. Double (2) times the regular pay, in addition to the day's pay for employees who perform work on Easter Sunday.

16.3 Overtime and Shift Assignments for Water Department Employees  
Water Department Weekend Coverage

When assigned to weekend coverage, the employee's days of rest will be the Monday and Tuesday following the weekend assignment. Any work required of the employee on duty during a weekend as a result of a situation considered to be an emergency in the judgment of the Superintendent of Public Works shall be paid at the rate of time and one-half of the applicable rate for the actual hours worked. This pay will be over and above the eight-hour assigned pay.

16.4 Water Department Holiday Coverage: Water department employees assigned to holiday coverage as part of their work week will be paid eight hours at the applicable overtime rate. This is over and above the guaranteed holiday pay. Any work required of the employee on duty during a holiday as a result of a situation considered to be an emergency in the judgment of the Superintendent of Public Works shall be paid at the applicable overtime rate for hours actually worked.

Duties for weekend and holiday coverage will include regular inspection, maintenance, and periodic checking of pumping facilities.

16.5 The Village agrees that overtime assignments shall be offered on a rotating and equitable basis to the employees in the classification for which there is an assignment. This article shall not be effective for Village emergencies requiring the immediate response of Village employees. It is agreed that employees living within 15 minutes response time will be called for extreme emergencies.

16.6 Effective 1/11/02, notwithstanding the provisions of Article 16.3, 16.4 and 16.5, Water Department employees shall have the responsibility on a rotating basis to be on stand-by

during all non-scheduled working hours in order to respond to water emergencies. The non-scheduled working hours are defined as from 3:30 p.m. to 7:00 a.m. the following day on Mondays, Tuesdays, Wednesdays and Thursdays and from 3:30 p.m. Friday to 7:00 a.m. Monday. Holiday stand-by shall be from 3:30 p.m. the day before the holiday to 7:00 a.m. the day after the holiday. Holidays are defined in Article 18.1.

The water department employee on stand-by shall carry the designated water department pager. The person on stand-by shall respond within 15 minutes of the water emergency page. The response shall be a phone call to the Croton on Hudson Police Department acknowledging receipt of the page. The person on stand-by shall then have one hour to report to the Croton on Hudson Water Department to begin to address the emergency or may arrange to have any other employee report to the Water Department within one hour to begin to address the emergency. The stand-by person shall be responsible to properly address the emergency.

Anyone called in who reports to the Water Department for a water emergency shall be covered by the provisions of Article 16.7. When the person on stand-by comes in on overtime, that person will be compensated at the overtime rate and not the stand-by rate.

The rate of compensation for stand-by shall be \$3.25 per hour through May 31, 2005; and \$3.65 per hour, effective June 1, 2005. The rate of compensation on holidays shall be \$5.00 per hour, and \$5.40 per hour, effective June 1, 2005. The holiday rate shall apply for the 24-hour period from 12:00 midnight to 11:59 p.m. on the specific holiday.

16.7 The Village will pay any employee who is called in a minimum of three (3) hours' pay at applicable rate of pay; this does not apply when called in three (3) hours or less prior to the normal established work schedule or for holdover overtime.



## **ARTICLE 17**

### **VACATIONS**

17.1 A vacation year is defined as the period from the anniversary date of employment through the 52-week period following.

17.2 Vacations shall be earned as follows:

a. One week or five (5) days after 26 weeks.

b. Two (2) weeks or ten (10) days after one year which shall include and shall not be in addition to the one (1) week in (a).

c. Employees earn one (1) additional day of vacation on the second anniversary date of employment for each of the next ten (10) years, with a maximum of twenty (20) days until the twentieth year has been reached, at which time an additional day for each of the next four (4) years is added so that by the end of twenty-four (24) years of service, an employee will have accrued twenty-four (24) work days of vacation.

17.3 The employee shall have the option of receiving payment for up to fifteen (15) days vacation in lieu of actual utilization of such vacation leave.

17.4 Vacation days may be carried over from one year to the next with limitation of twenty (20) days carry-over, based upon special reasons presented in writing to the Department Head and providing such carry-over is approved by the Village Manager.

17.5 Employees shall be granted advance vacation pay when a request is made no less than two (2) weeks and no more than thirty (30) days in advance of vacation.

17.6 Upon retirement or separation of service, employees with four (4) or more years of service shall be entitled to a prorated vacation for vacation earned but not taken since their anniversary date.

17.7 When less than a full-day vacation is taken, it shall be taken in minimum increments of thirty (30) minutes.

## **ARTICLE 18**

### **HOLIDAYS**

18.1 The authorized paid legal holidays are as follows:

New Year's Day	Columbus Day
Martin L. King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

18.2 Should a recognized holiday fall on a Saturday, the preceding Friday will be recognized as the holiday.

18.3 Should a recognized holiday fall on a Sunday, the following Monday will be recognized as the holiday.

18.4 Should a recognized holiday fall on a regularly scheduled day off, another day off, mutually agreed upon by the employee and employer, will be recognized as the holiday.

## **ARTICLE 19**

### **SICK LEAVE/ATTENDANCE INCENTIVE**

19.1 Any employee who has completed the minimum established probationary period shall be granted sick leave with full pay by the Village. It shall be earned at the rate of one (1) day per month from day of employment and shall be taken in minimum increments of thirty (30) minutes. Effective with the 2000 calendar year, members of the unit who use Zero (0) sick leave and Zero (0) Workers' Compensation leave shall be paid a \$1,000.00 perfect attendance

bonus in the second pay period of January of each year. Members of the unit who have one (1) through three (3) days of sick leave and/or Workers' Compensation leave during this period shall be paid \$500.00.

19.2 If the earned sick leave is not utilized, it shall be accumulated from year to year with a maximum accumulation of 225 days. Effective June 1, 2000, the maximum accumulation of sick leave shall be increased to 240 days.

19.3 Sick leave is hereby defined to mean the absence from duty of any employee because of illness of the employee, injury or quarantine resulting from exposure to contagious disease.

19.4 The employee shall submit to his/her department head, when requested, evidence in the form of a medical certificate or otherwise, of the reason for the employee's absence covering the period for which sick leave is claimed. The Village shall reimburse the employee for the cost of such visit which is not covered by insurance. The employee shall submit the necessary papers for reimbursement.

19.5 Any unused sick leave accumulation in excess of 165 days shall be paid upon vesting and leaving village employ or retirement at the employee's daily rate of pay on the employee's last day of employment in a separate check to a maximum of 45 days. Effective June 1, 2000, this figure shall be increased to a maximum of 50 days. Sick leave accumulation up to 165 days is credited towards additional service credit for enhanced pension benefits (Section 41-j of the New York State Employees' Retirement System).

## **ARTICLE 20**

### **PERSONAL LEAVE**

20.1 Five (5) days leave for personal business may be granted each year. It shall be granted at the discretion of the Department Head and approved in advance and shall be taken in minimum increments of thirty (30) minutes. It shall not be cumulative and shall never be liquidated in cash.

Six (6) days leave for personal business may be granted for clerical employees.

Personal leave is leave with pay and is to be available for use for illness in the family, doctor's visits, religious observance, for attendance at funerals other than those covered by bereavement leave, necessary absences due to extraordinary weather conditions, attendance at conventions other than on Village business, business appointments and medical examinations.

20.2 Unused personal leave not used in any year will be added to sick leave accumulation.

## **ARTICLE 21**

### **FUNERAL LEAVE**

Funeral leave with pay shall be granted for a death in the immediate family for a period of up to three (3) days. Immediate family is hereby defined to mean parents, spouse, children, brothers, sisters, father-in-law and mother-in-law, grandparents or other family member living in the household. In the event of the death of a brother-in-law, sister-in-law and/or grandparent-in-law, one day with pay shall be granted, provided the employee attends the funeral for the deceased.

## ARTICLE 22

### WORKER'S COMPENSATION

22.1 Any employee hired prior to June 1, 1993, who is necessarily absent from duty because of occupational injury or disease as defined by the Worker's Compensation Law may, pending adjudication of the case, and while said disability renders the employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits).

22.2 For any employee hired after June 1, 1993, the amount of Worker's Compensation benefit will be as follows:

During 1st year	-	1 month full pay
During 2nd year	-	2 months full pay
During 3rd year	-	3 months full pay
During 4th year and thereafter-		6 months full pay

22.3 Such leave shall not commence until after fifteen (15) work days following the onset of the occupational injury or illness. This waiting period may be waived based on an employee's prior attendance record. During the waiting period outlined above, employees may utilize their accumulated sick leave, if any. If any period of the waiting period is deemed covered by Workers' Compensation and the Village is awarded money for lost wages for such period by Workers' Compensation, the employee will have their sick leave re-credited with the amount of days the Workers' Compensation award will cover.

22.4 Vacation, personal leave and sick leave credits shall not be earned for periods beyond this period; any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted, such employee may then be granted a leave of absence without pay.

22.5 When the Worker's Compensation Board has made an award to such employee for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the Village. Upon return to active duty, such employee shall be credited with that portion of earned credits consumed during the period of absence in proportion to the amount of Worker's Compensation award for such loss of time.

## ARTICLE 23

### WAGE RATES

23.1 Except as otherwise provided in Appendix "A" & "B", effective June 1, 2003, the general increase shall be 3.75%, plus the equity adjustments in 23.4 below.

23.2 Except as provided in Appendix "A" & "B", effective June 1, 2004, the general increase shall be 3.65%, plus the equity adjustments in 23.4 below.

23.3 Except as provided in Appendix "A" & "B", effective June 1, 2005, the general increase shall be 3.60 %, plus the equity adjustments in 23.4 below.

23.4 In addition to the general increases above, members of the unit shall receive the following equity adjustments:

6/1/03	\$500
6/1/04	\$500
6/1/05	\$500

23.5 CDL's who fail to get their tank endorsement by 9/5/05 shall not be entitled to the 6/1/05 equity adjustment.

23.6 Members of the Unit who are promoted shall be placed by the Village on a step in the classification to which they are promoted that minimally provides a raise of at least \$1,000.00 above their salary in the classification from which they were promoted.

## **ARTICLE 24**

### **HOSPITAL AND SURGICAL PLANS-HEALTH INSURANCE**

24.1 The Village will provide the Empire Health Insurance Plan (Core Plan plus Medical and Psychiatric Enhancements) or its successor, or a version of the MEBCO Plan equivalent to or better than the Empire Plan (Core Plan plus Medical and Psychiatric Enhancements). Any other plan shall require the mutual agreement of the parties.

#### **24.2 Employees hired prior to July 9, 1981**

The Village will pay the entire hospital, surgical, and health premium for the employee and dependents. Employees with at least five years of service who retire from the Village shall receive fully paid hospitalization for themselves and their dependents.

#### **24.3 Employees hired after July 9, 1981**

The Village will pay the entire hospital, surgical and health premium for the employee and dependents.

These employees shall not be eligible for health insurance coverage by the Village if they are eligible for comparable coverage under the plan of a spouse or another employer. If the spouse's plan requires a contribution, the Village may pay the employee the amount of the contribution made by the spouse or cover the employee with the Village's plan. If the spouse's plan will not cover an employee's or dependent's pre-existing condition, it shall not be deemed comparable until such condition is covered.

24.4 Employees hired on or after July 9, 1981, but prior to June 1, 1996, who retire from the Village shall receive fully paid hospitalization for the employees and their eligible dependents; except that eligibility requires employee retirement at age fifty-five (55) with fifteen (15) or more years of service.

24.5 Employees hired after June 1, 1996, who retire from the Village shall receive fully paid hospitalization for only the employee and not dependents; except that eligibility requires employee retirement at age fifty-five (55) with twenty (20) or more years of service. Such employee/retiree at the time of retirement may elect to provide hospitalization for his/her eligible dependents. The cost of dependent coverage is to be paid by the employee/retiree.

24.6 Members of the unit who withdraw from the Village's health insurance plan during the life of this agreement shall receive one-third (1/3) of the premium for the plan under which they were covered, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period and annually thereafter. Members may re-enter the plan within the twelve (12) month period provided, however, that if they re-enter the plan under those conditions, no payments shall be due hereunder. If they re-enter the plan in subsequent years prior to the due date for an annual payment, no payments shall be due.

24.7 Employees who elect to participate in a HMO (Health Maintenance Organization) shall be required to pay, through payroll deduction, the difference in cost between the cost of the HMO and the health insurance plan provided by the Village.



## **ARTICLE 25**

### **SENIORITY**

25.1 In promotion seniority, fitness and ability shall be the determining factors.

25.2 Seniority will be the determining factor in job abolition or staff reductions in the non-competitive and labor class classifications.

## **ARTICLE 26**

### **POSTING OF POSITIONS**

26.1 All vacant and/or newly created positions in the non-competitive, labor and competitive class (excluding police), as defined in Rule "3.2", "3.3" and "3.4" of the Westchester County Civil Service Rules, shall be posted and a copy of such posting forwarded to the Shop Steward not less than ten (10) days prior to filling of the position.

26.2 Qualified incumbent employees who apply for positions outlined in 26.1 will be interviewed except where Civil Service Law holds otherwise.

## **ARTICLE 27**

### **RETIREMENT PLAN**

The Village will continue to participate in the New York State Career Retirement Plan, Section 75i; application of unused sick leave upon retirement, Section 41j; and guaranteed minimum death benefits, Section 60b.

## **ARTICLE 28**

### **LONGEVITY INCREMENTS**

Upon the completion of eight (8) years of service with the Village, two hundred fifty (\$250.) dollars will be added to the employee's annual salary, and for each additional five years

of service with the Village, an additional two hundred fifty (\$250.) dollars will be added to the employee's annual salary.

## **ARTICLE 29**

### **DENTAL AND LIFE INSURANCE**

Effective June 1, 1996, the Village shall provide at no cost to the employee, the current dental and life insurance plan on each employee and their eligible dependents.

## **ARTICLE 30**

### **TERMINATION OF EMPLOYMENT**

Employees in good standing, not subject to disciplinary charges, who terminate their employment with the Village will receive any earned vacation or overtime credits.

## **ARTICLE 31**

### **EXTENDED SNOW REMOVAL & OTHER OPERATIONS**

31.1 The Superintendent of Public Works is authorized to grant rest periods of up to eight (8) hours, after sixteen (16) consecutive hours of work, or in other exceptional cases when the employee has not had an adequate period of rest, at the employee's request, except where an unanticipated emergency makes a replacement impossible.

A. Upon return to duty, if still working outside the regular hours of work, then overtime rate shall apply.

B. Upon return to duty, if still working within the regular hours of work, then the regular rate shall apply.

## **ARTICLE 32**

### **SEVERABILITY**

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the Village of funds made available through State or Federal Law, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect; but the remainder of this Agreement shall continue in full force and effect.

## **ARTICLE 33**

### **OUT OF TITLE PAY**

33.1 When an employee is directed by the Superintendent of Public Works, or in his absence the Assistant General Foreman, to perform duties of a higher classification for a full work day, he/she shall be paid the rate of the higher classification at his/her increment level for the time worked in the higher classification. The Village shall not assign such work to more than one employee for the sole purpose of avoiding the payment of out of title pay. The MEO rate shall apply only in cases of vehicles over 18,000 GVW. This provision is only applicable to positions covered by this contract.

33.2 When two or more equally qualified employees are considered for a job assignment to higher grade classifications, the Village will endeavor to select the employee with the highest seniority, if qualified, fitness and ability being equal. Seniority means length of continuous full-time employment by the Village.

**ARTICLE 34**

**LICENSES**

34.1 Employees of the Village who are required either daily or periodically to operate Village vehicles and/or equipment which requires a special CDL license to operate such vehicle and/or equipment, shall be reimbursed by the Village for the difference in the cost of the CDL license versus a Class 5 License.

**ARTICLE 35**

**DRUG AND ALCOHOL TESTING POLICY**

The Drug and Alcohol Testing Policy is attached hereto as Appendix "C."

**ARTICLE 36**

**APPROVAL OF LEGISLATIVE BODY**

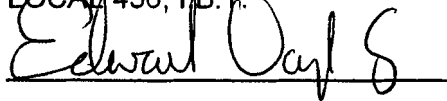
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 37**

**DURATION**

This Agreement shall remain in effect from June 1, 2003 up until May 31, 2006.

LOCAL 456, I.B.T.

  
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VILLAGE OF CROTON-ON-HUDSON

  
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## APPENDIX "A" WHITE COLLAR CLASSIFICATION

		I	II	III	IV
FISCAL YEAR		3.75% + \$ 500.00			
2003-04	STEP	42,011	34,181	32,973	29,547
	2	43,691	37,281	35,937	32,130
	3	45,370	40,377	38,899	34,713
	4	47,050	43,607	41,863	37,296

		I	II	III	IV
FISCAL YEAR		3.65 % + \$ 500.00			
2004-05	STEP	44,044	35,929	34,677	31,125
	2	45,786	39,142	37,749	33,803
	3	47,526	42,351	40,819	36,480
	4	49,267	45,699	43,891	39,157

		I	II	III	IV
FISCAL YEAR		3.60 % + \$ 500.00			
2005-06	STEP	46,130	37,722	36,425	32,746
	2	47,934	41,051	39,608	35,520
	3	49,737	44,376	42,788	38,293
	4	51,541	47,844	45,971	41,067

- I Senior Account Clerk
- II Account Clerk, Intermediate Account Clerk/Typist, Fire Inspector(eff. 6/1/05 step 3)
- III Intermediate Typist, Asst. Court Clerk, Intermediate Clerk, Permit Clerk, Sec'y ZBA (A), Data Entry Oper.
- IV Parking Enforcement Officer/School Crossing Guard, Park. Enf. Officer

(A) The secretary to the Zoning Board of Appeals, in lieu of overtime, shall receive the rates below per night meeting of the Zoning Board which he/she is required to attend.

FISCAL YEAR	AMOUNT
2003-2004	\$192.00
2004-2005	\$199.00
2005-2006	\$206.00

## APPENDIX "B" BLUE COLLAR CLASSIFICATION

		I	II	III	IV	V	VI	VII	VIII
2003-04		3.75 % + \$ 500.00							
STEP	1	64,678	59,632	43,414	41,796	40,504	38,608	35,091	32,851
	2			47,770	46,151	44,539	42,208	38,289	35,799
	3			52,203	50,584	48,812	46,204	41,487	38,748
	4			56,632	55,013	53,082	50,236	44,967	41,700

		I	II	III	IV	V	VI	VII	VIII
2004-05		3.65 % + \$ 500.00							
STEP	1	67,539	62,309	45,499	43,822	42,482	40,517	36,872	34,550
	2			50,014	48,336	46,665	44,249	40,187	37,606
	3			54,608	52,930	51,094	48,390	43,501	40,662
	4			59,199	57,521	55,519	52,570	47,108	43,722

		I	II	III	IV	V	VI	VII	VIII
2005-06		3.60 % + \$ 500.00							
STEP	1	70,470	65,052	47,637	45,900	44,511	42,476	38,699	36,294
	2			52,315	50,576	48,845	46,342	42,134	39,460
	3			57,074	55,335	53,433	50,632	45,567	42,626
	4			61,830	60,092	58,018	54,963	49,304	45,796

- I     Assistant General Foreman
- II    Water Maintenance Foreman, Lead Maintenance Mechanic (Automotive), Park Foreman
- III
- IV    HMEO, Water Main.Worker I, Automotive Mechanic
- V     MEO, Asst. Auto Mechanic, Main. Mechanic Worker (Repair)
- VI    Skilled Laborer, Laborer (assigned to Dog Control), Laborer/Mechanic, Water Maintenance Worker II
- VII
- VIII   Caretaker, Laborer

## APPENDIX C

### Reasonable Suspicion Drug and Alcohol Policy

1. The use of illegal controlled substances or alcohol by employees adversely affects the Village's ability to safely deliver services, impairs the efficiency of the work force, endangers the safety of employees and the public and undermines public trust. The Village and the Union, therefore, agree that the use, sale, distribution, or possession of illegal controlled substances or alcohol by any employee while on duty is prohibited. The Village and the Union also agree that employees are prohibited from being under the influence of illegal controlled substances or alcohol while on duty. Employees in violation of this policy are subject to disciplinary action, up to and including discharge. No employee shall be tested pursuant to this procedure and pursuant to DOT regulations for the same incident.
2. Unless otherwise noted, all discipline under this policy shall be in accordance with applicable provisions of the collective bargaining agreement or Civil Service Law.
3. Based on reasonable suspicion, members of the bargaining unit shall be subject to urinalysis testing for illegal controlled substance use or breathalyzer testing for alcohol use. Any employee who refuses to submit to testing or who refuses to cooperate with the testing procedures may be subject to discipline, including discharge. Proven attempts to alter or substitute the testing specimen will be deemed a refusal to take the test.
  - a. The order to submit to testing must be justified by a reasonable suspicion that the employee is under the influence of illegal controlled substances or alcohol while on duty or is engaging in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on 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, among other things, on the following:
    1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of drugs or alcohol; or
    2. A pattern of unusual or abnormal conduct or erratic behavior (e.g. unexplained excessive absenteeism, lateness, or early leaves.)

3. Arrest or conviction for a drug-related offense, or the identification by law enforcement personnel that an employee is the focus of a criminal investigation into illegal drug possession, use, or trafficking; or
  4. Information provided by a reliable and credible source; or
  5. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.
- e. Disputes concerning the matter of reasonable suspicion to order a test shall be subject to review by way of the contract grievance procedure. Such dispute shall be incorporated with any grievance filed concerning discipline resulting from such testing.
  - f. The decision to test an employee shall be made by the Village Manager, or, in his absence, his designee, in accordance with the standards discussed above. In the event the Manager's designee orders three (3) tests of the same employee during a six-(6) month period that do not result in a positive test, such designee shall no longer be utilized as a designee for decisions to test that same employee.
  - g. 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 advised of his/her right to have a Union representative present for such testing, but the test shall not be delayed more than one (1) hour to accommodate the presence of a Union official or to give the employee an opportunity to talk with a union representative. The Union shall be notified of such order. The test shall be conducted immediately thereafter. The employee shall be given a brief verbal statement of the basis for reasonable suspicion, which shall be confirmed in writing within five (5) working days from the test.
  - h. For purposes of reasonable suspicion only, where reasonable suspicion is based on information provided by a confidential informant, defined as an employee or agent of a government law enforcement agency or the employee's department, the identity of the source need not be disclosed at the time of the test, except for the name of the governmental law enforcement agency involved, if any.
  - i. Testing under this policy shall be done during work hours. If required to remain beyond working hours, they shall be paid at the applicable overtime rate.
4. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the employee. There shall be no direct observation of giving of urine specimens, unless based upon credible facts, there is reason to believe that the specimen may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the specimen. The employee shall cooperate with the requests for



information concerning use of medications and acknowledgement of giving the specimen.

5. Specimens shall be collected under the supervision of a monitor designated by the Village after prior consultation with the Union. The sample shall be divided into two (2) aliquots. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is produced, the employee's ability to have a second test performed may be adversely impacted. The monitor shall mark and seal the specimen to preserve its chain of custody. Thereafter, the specimen shall be transported to the testing laboratory in a manner which shall insure its integrity and chain of custody. The laboratory selected to perform testing shall be certified by the National Institute on Drug Abuse (NIDA) of the Department of Health and Human Services and shall be selected by the Village after prior consultation with the Union. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the laboratory in accordance with recognized procedures for purposes hereinafter described.
6. For drug testing, initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry test (GC/MS). For those drugs for which NIDA standards exist, a test shall be deemed positive for the presence of drugs in accordance with such NIDA standards. The laboratory shall report as negative all specimens which are negative on either the initial test or the confirmatory test. Only specimens which test positive on both the initial test and the confirmatory test shall be reported as positive. All tests conducted pursuant to this procedure will be paid for by the Village.
7. Drug test results shall be forwarded from the testing laboratory to a Medical Review Officer (MRO) or the staff of the MRO. The MRO shall be designated by the Village after prior consultation with the Union and must be a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate test results.
8. The MRO shall analyze the test results. If the MRO receives a positive test result, he shall interview the individual in question, review the individual's medical history, and review other relevant biomedical information. The MRO will evaluate these factors to determine whether a justification exists for the positive test result. Evidence to justify a positive test result may include, but is not limited to, a valid prescription or verification from the individual's physician verifying a valid prescription. If the MRO determines that justification exists, the test result will be treated as a negative test result and may not be released for purposes of identifying illegal drug use. The MRO shall then forward all test results to the Village Manager.

9. Urine samples shall be maintained by the Village's designated laboratory in accordance with appropriate procedures for a period of six (6) months following the test.
10. After an employee receives notice from the Village of a positive test result, the employee may make a written request to the Village Manager within fourteen (14) calendar days to have the second sample tested at a different laboratory duly licensed by NIDA. The employee shall be responsible for all costs related to transportation and testing and for preservation of the chain of custody. The test results shall be delivered by the laboratory to the employee and the Village Manager. Testing and positive results will be in accordance with paragraph 6 above.
11. For alcohol testing, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Village who meets NYS certification as a breathalyzer technician. Such test results shall be given the same weight as provided under applicable provisions of the New York State Vehicle and Traffic Law.
12. In the event the test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, such employee may be subject to discipline, including discharge. However, in the first instance of such positive drug or alcohol test, any disciplinary charges may be suspended in the Village's discretion if the employee agrees in writing to complete counseling and treatment on his/her time for such illegal controlled substance or alcohol use in a program jointly agreed to by the Village and the Union. The Village shall not act arbitrarily or capriciously in exercising such discretion and publicity related to the incident may be considered by the Village. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the program, he or she shall be deemed to have resigned from employment. The employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one (1) year following the completion of treatment, he or she shall be subject to periodic random testing for illegal controlled substances and/or alcohol and that if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one-year period, the Village may reinstitute the suspended charges, in addition to preferring new charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty shall be considered resolved. The record of such charges and their resolution (the charges, the answer, and the stipulation) shall remain in the employee's file unless the parties otherwise agree. Such record may be used in any disciplinary matter occurring within the next four years. Thereafter, such records may be used only in disciplinary matters related to drug or alcohol offenses.

13. The Village shall take all reasonable steps to insure confidentiality in regards to matters related to this policy.
14. The Village shall contribute \$12 per unit member per year towards the Teamsters Local 456 Employee Assistance Program.

6/8/05