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Union: **Babylon DPW Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Suffolk County Local 852**

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AGREEMENT

by and between the

INCORPORATED VILLAGE
OF BABYLON

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED

MAY 03 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Incorporated Village of Babylon DPW Unit
Suffolk County Local 352

June 1, 2003 - May 31, 2006

AGREEMENT entered into the first day of June, 2003, between the INCORPORATED VILLAGE OF BABYLON, a municipal corporation having its principal office at 153 West Main Street, Babylon, New York, and the CSEA, INC., LOCAL 1000 AFSCME, AFL-CIO, THE CERTIFIED UNION BY THE VILLAGE OF BABYLON UNIT OF CSEA LOCAL 852, 3 Garet Place, Commack, New York 11725.

W I T N E S S E T H

WHEREAS, it is the intent and purpose of the parties to this agreement to promote and continue harmony between the Village of Babylon and its employees, to the end that there shall be no interference with the orderly government of the Village during the life of this agreement;

NOW, THEREFORE, IT IS AGREED:

ARTICLE I - RECOGNITION

Section 1. The Incorporated Village of Babylon, New York, recognizes the CSEA, Inc., Village of Babylon Unit, as the designated representative of its "Blue Collar" employee members in all departments represented by the Village of Babylon Unit for the purpose of collective bargaining with respect to wages, hours and working conditions, and other negotiable conditions of employment.

Section 2. "Blue Collar" employees shall be deemed to mean and include: Laborers, Sanitation Helpers, Motor Equipment Operators, Maintenance Men, Mechanics, Park Attendants, Automotive Equipment Operators and Custodians.

ARTICLE II - CSEA - MANAGEMENT RELATIONS

Section 1. All collective bargaining with respect to wages, hours, working conditions, and other negotiable conditions of employment shall be conducted by authorized representatives of the CSEA and authorized representatives of the Village Board.

Section 2. Agreements reached between the parties of this agreement shall become effective only when signed by the President of the Village of Babylon Unit and the authorized representative of the Village Board after due resolution of the Village Board at regularly scheduled meeting following informal acceptance of negotiating committee recommendations.

ARTICLE III - PROTECTION OF EMPLOYEES

Section 1. Seniority

A. Subject to Civil Service Law and rules and regulations applicable thereto, seniority according to this agreement shall consist of the accumulated paid service of the employees with the Village. The employee's earned seniority shall not be lost because of absence due to illness, provided illness is certified by a doctor's certificate, nor authorized leaves of absence, not to exceed six months, nor temporary layoffs. However, seniority shall be lost if the employee voluntarily terminates employment, is discharged for cause, or fails to report back to work after layoff within five (5) working days after notification to return to work.

B. Subject as aforesaid, seniority shall be the basis of grade classification at all times, based on the date of commencement of employment, provided all necessary drivers licenses, etc., are in effect at that time.

C. If layoffs become necessary, provisional and probationary employees within a job classification shall be laid off before any permanent employee.

If, after provisional and probationary employees in a particular group have been laid-off and further reductions are necessary, the employer shall lay off in accordance with seniority within a job

classification, i.e., Highway, Sanitation, Parks, Custodial, and Auto Mechanics classifications, consistent with Civil Service Law and rules and regulations applicable thereto, with the exception of an employee with job classification who does not have a valid Class B drivers license. The CSEA shall be notified prior to any layoff or dismissal. An employee will be given five (5) days notice preceding his termination date except in cases of termination for cause.

After six months of continuous service, an employee in the Non-Competitive or Labor Class shall be covered under Section 75 of the Civil Service Law with respect to removal and other disciplinary action.

D. Available overtime shall be distributed among qualified employees and shall be rotated equitably according to seniority, except for those with excessive absenteeism, lateness, or other disciplinary problems.

Qualified employees shall bid for routes according to seniority, but all changes must be approved by Sanitation Foreman.

Section 2. Compensation for Village employees injured during the course of employment shall be determined in accordance with the procedure of the Worker's Compensation Law of the State of New York. Should an injured employee experience undue delay in receipt of compensation checks, as determined by the Village, the Village shall advance payment to the injured employee upon assignment of the payments to be received for compensation benefits.

An employee receiving Worker's Compensation shall not lose accumulated sick leave time and vacation while receiving compensation away from work. After thirty (30) days on Worker's Compensation, an employee shall cease to accrue vacation, sick days, and personal days.

Section 3. The probationary term for all positions shall be not more than twenty-six (26) weeks. An appointment shall become permanent upon the completion of such service. If the conduct or performance of the probationer is deemed unsatisfactory, his employment may be terminated at any time during this probationary period. In no event shall any employee be appointed on a year-to-year basis.

Note: If an employee has not achieved a Class B drivers license, he may be continued on probation for an additional six months, if agreeable to both parties.

ARTICLE IV - DISMISSALS, DISCIPLINARY PROCEEDINGS

Dismissal shall be in accordance with the procedures set forth in the Civil Service Law of the State of New York and Suffolk County Civil Service Rules. However, all full-time employees with more than six (6) months continuous service shall be entitled to notice prior to dismissal in accordance with Civil Service Law. The employer is given the right to suspend without pay for up to thirty (30) days an employee for reasons recited in the Work Rules. In addition, a progressive discipline system is adopted dealing in items such as lateness, absenteeism, insubordination, and other issues which again are outlined in our Work Rules.

ARTICLE V - PROMOTIONS

Promotions to a higher job classification shall be according to the procedures set forth in the Civil Service Law and Suffolk County Civil Service Rules.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Crucial to the Cooperative spirit with which this agreement is made between the CSEA and the Village Board, is the sense of fairness and justice brought by the parties to the adjudication of

employees' grievances. Should an employee feel that his rights and privileges under this agreement have been violated, other than dismissals, he shall consult with his steward. The aggrieved employee and his CSEA steward shall consult with the CSEA Unit President, and shall within five (5) working days of the date when the grievance occurred, present the facts in writing to the employee's immediate supervisor. Within five (5) working days thereafter, the immediate supervisor shall submit his answer in writing to the CSEA steward and the aggrieved employee.

Section 2. Should the CSEA decide that the reply of the immediate supervisor is unsatisfactory, the CSEA Grievance Committee shall within five (5) working days of the date submit the facts of the grievance in writing to the head of the department. The head of the department shall within five (5) working days reply in writing to the CSEA, giving his explanation of the incident.

Section 3. Should the CSEA decide that the reply by the Head of the Department is unsatisfactory, the CSEA shall within five (5) working days submit the facts of the grievance in writing to the Village Board. The parties shall arrange for a meeting between the CSEA representative and a representative of the Village Board within five (5) working days for negotiation toward ultimate settlement.

ARTICLE VII - HOLIDAYS

All full-time employees shall be entitled to the following holidays with pay at the regular rate:

New Year's Day

Martin Luther King Day

Washington's Birthday

One-half day Good Friday

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee Birthday

Employee's birthday shall become a floating holiday. A floating holiday will be approved provided that it does not fall on a "4 or 5 pick-up" or "holiday pick-up". This cannot be used when a man on the same truck is on a day off. All floating holidays must have supervisors approval.

On Election Day, all full-time employees will receive two hours off, except for garbage collection employees who will receive two hours pay. Should an employee be called to work on any of these days, he shall be paid his holiday pay plus time and one half for the hours worked.

An employee must have been employed by the Village for at least four (4) full weeks prior to a paid holiday before he shall be qualified for the benefits of this holiday provision. Holiday pay shall not be paid to an employee who is absent from work either the work day immediately before or the work day immediately after the holiday unless such absence was due to illness, documented by a physician's note, or unless such absence was due to scheduled vacation time.

If a holiday falls on a Saturday, all full-time employees will be

off the preceding Friday. If a holiday falls on a Sunday, the employee will be off the following Monday.

ARTICLE VIII - WORK WEEK

Section 1. For Highway, Park, and Sanitation Department employees, the work week shall consist of forty (40) hours of five (5) days, Monday through Friday. The starting and finishing time is to be determined by the Village Board or the Department Head.

Section 2. All time worked up to forty (40) hours is considered straight time. All time above forty (40) hours worked during any week shall be paid at the rate of time and one-half. All Highway, Park, and Sanitation Department employees who work in excess of eight hours during any work day shall be paid at the rate of time and one-half. The Village Board, in its discretion, by resolution duly adopted, may promulgate a working schedule for Sanitation Department employees working on an incentive basis at less than forty (40) hours per week. However, for calculating overtime the forty hour work week shall be strictly adhered to. All work performed on Sundays shall be paid at two (2) times the regular rate of pay.

Section 3. All holidays shall be considered as days worked in computation of overtime.

Section 4. After initial eight hour tour involving snow plowing, a second employee will be added to the truck for the purpose of safety.

Section 5. Employees who are plowing snow, may stop to eat meals without returning to the garage.

Section 6. An employee who fails to report on a five-day pick-up day will be docked the day's pay, unless such absence was due to illness, documented by a physician's note, or unless absence was due to scheduled vacation time.

ARTICLE IX - EMERGENCY WORK

Section 1. Employees called back after they have completed their work day shall be paid for all such work at the rate of time and one-half.

Section 2. In the event an employee is called to come to work as a result of a storm or other unforeseeable event (limb and tree cutting, drain cleaning, sanding of roads), and other similar events, then said employee is to be paid two hours for a one hour assignments; four (4) hours of pay from two (2) to four (4) hours; and all hours in excess of four (4) shall be paid under regular payroll rules.

In the event an employee is scheduled for a special assignment and said assignment is canceled, the employee is to be paid four (4) hours straight time for the acceptance of this assignment.

ARTICLE X - COFFEE BREAK

It is agreed that the Village Board will allow employees to have one coffee break in the morning and one in the afternoon. A coffee break shall be no longer than fifteen minutes.

ARTICLE XI - SALARY SCHEDULE

All salary increases shall be in accordance with the provided Sanitation and Highway Department Salary Schedules (attached).

CSEA, Inc., shall have exclusive rights to payroll deductions of dues. Such dues shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York, 12210, on a payroll period basis.

Agency Fee Liability Indemnification and Cost Reimbursement. The CSEA, Inc., Local 1000 AFSCME, AFL-CIO, The Certified Union by the Village of Babylon Unit of CSEA Local 852, shall indemnify the Incorporated Village of Babylon and any representative of it and hold the Incorporated Village of Babylon and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Incorporated Village of Babylon or any of its representatives for the purpose of complying with provisions of state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be union members. In addition, the CSEA, Inc., Local 1000 AFSCME, AFL-CIO, the Certified Union by the Village of Babylon Unit of CSEA Local 852, shall reimburse the Incorporated Village of Babylon for any and all legal expenses associated with the defense of any such claim, demand, or suit.

ARTICLE XII - WORKING RULES

Section 1. Should a dispute arise in which the issue is not specifically covered by this agreement, the Suffolk County Civil Service Rules or Civil Service Law of the State of New York shall apply, and the parties shall negotiate, on the basis of the cooperative spirit of this agreement.

Section 2. The CSEA and the Village Board consider themselves mutually responsible to improve the public service, and both parties shall encourage employees to conduct themselves on the job in a workmanlike manner.

Section 3. The employer reserves the right to transfer Village employees to different job classifications at the same rate of pay, except that if an employee is transferred to a higher job classification, he will receive salary commensurate with higher job classification, in accordance with standards prescribed by Civil Service Law.

Section 4. Crews shall be dispatched to any route by the head of the Sanitation Department.

Section 5. Garbage shall be collected individually from the rear of each home. No pulling cans out to front of house.

Section 6. Trucks shall be rinsed every day at the end of the day and washed and disinfected every week on Friday.

Section 7. Any use or evidence of use of alcohol or drugs while on the job is cause for immediate suspension leading to dismissal.

Section 8. Anyone charged with or caught violating N.Y.S. Vehicle Traffic Laws or damaging or destroying Village equipment or vehicles shall be immediately suspended leading to dismissal.

Section 9. The Village has prepared a set of Work Rules which is incorporated by reference into this agreement and both parties hereto agree to be bound by same.

Section 10. No one is to enter the Highway garage before the supervisor opens same.

Section 11. A check list will be developed for employees that drive Village vehicles. Each driver will fill out a vehicle condition checklist each day that he or she drives a Village vehicle and will sign such list.

ARTICLE XIII - LEAVES OF ABSENCE

Section 1. Requests for leaves of absence shall be submitted in writing to the Village Board and only effective upon due resolution of the Village Board for the periods of time specified in said resolution and deemed satisfactory to the Village Board. All requests for leaves of absence are subject to the rules and regulations of the Suffolk County Civil Service Commission.

All full-time permanent employees may be granted a leave of absence without pay at the discretion of the employer for a minimum period of three (3) months. Accrual of vacation, sick time, and personal days will be suspended while on leave.

Section 2. SICK LEAVE: All full-time permanent employees under this agreement shall receive thirteen (13) sick days per year. Those who have completed four week's service of actual and/or physical work shall be granted one day of sick leave with pay. An employee who is out on Worker's Compensation does not qualify for actual and/or physical work and as such does not accrue sick leave. Maximum sick leave to be accumulated up to one hundred eighty (180) days. In order to receive sick leave, all employees shall, when absent because of sickness for more than three (3) consecutive days or four (4) days in any payroll period, furnish their department heads or commissioners with medical certification as to such sickness. Upon return to work, an employee absent on sick leave, shall notify his supervisor of the reason for his absence. The employer reserves the right to ask for medical approval that the employee is capable of doing the job he was paid for prior to returning to work. If this is not done, the employee will not be paid for such time due him unless such medical certificate

is submitted. Upon retirement, employee shall be paid for unused sick time up to one hundred eighty (180) days.

Employees shall appear for work promptly as scheduled. An employee taking a sick day shall call in at least fifteen (15) minutes prior to commencement of their work day. Any employee more than fifteen (15) minutes late to work may be sent home provided he or she has previously been warned in writing with regard to his or her tardiness. Employees leaving work early shall be applied to the preceding 1/4 hour. Employees may not apply sick time out for the first half of any day without prior notice. The Village in its sole discretion may when it deems appropriate, for good cause, exempt a given employee from the strict application of this paragraph.

a. Sick Leave Violation: Employees that take more than two sick leave days during a three-month period.

Generally: Any fines and or restitution collected hereunder may be applied by the Village to its general fund. Such sums shall be collected by the Village via a payroll deduction from the employee's salary over a reasonable period of time as determined by the Village. The Unit President should be advised of any work rules violations. Any provisions here which permit the Village to assess a penalty shall follow the penalty procedure below:

a. The first violation - a warning letter to the employee with a copy to be placed in the employee's personnel file which must be removed after one year if no other violations occur in the one year period following the incident.

b. Second violation within six (6) months of the first violation - a \$50.00 fine.

c. Third violation during the course of twelve (12) months from the first violation - a \$75.00 fine, plus a three (3) day suspension.

Section 3. PERSONAL LEAVE: After qualifying by continuous service of actual and/or physical work for one (1) year, an employee shall be entitled to four (4) personal leave days, plus three (3) bereavement days for a death in his immediate family, each year. An employee who is out on Worker's Compensation does not qualify for actual and/or physical work and as such does not accrue personal leave time.

Personal leave days shall be granted upon twenty-four (24) hours advance notice and shall not be taken consecutively, except in an emergency. The employee shall be compensated at his regular rate of pay for a personal day. Personal leave days not used may be carried over at each anniversary date as sick days.

Section 4. Leave of absence without pay will be granted in accordance with Rule 24 of the Rules for the Classified Civil Service of Suffolk County and in accordance with Section 243 of the Military Law of the State of New York.

Section 5. Employees will be paid their regular salary while actually performing jury duty, provided said employee files with the Village Clerk documentary proof of his engagement for jury duty within forty-eight (48) hours prior thereto.

Section 6. Employees who are designated or elected for the purpose of advising on grievances or assisting in the administration of this contract shall be permitted time free from regular duties to meet with a member of the Village Board.

Section 7. The CSEA President shall be permitted to attend conferences and workshops beneficial to the job provided prior notice is given.

ARTICLE XIV - CONTRACT TERM

This agreement shall run for a three-year term, commencing with June 1, 2003, and terminating on May 31, 2006.

ARTICLE XV - VACATIONS

Section 1. A permanent full-time employee of the Village of Babylon shall be entitled to a paid vacation each year, based on his length of service as follows (except all permanent employees hired prior to June 1, 1982):

<u>After Years of Continuous Service</u>	<u>Vacation Allowance</u>
1	2 weeks
6	3 weeks
10	4 weeks
15	5 weeks
17	6 weeks

Section 1A. VACATION ACCRUAL: Vacation time may be accrued to a maximum of thirty (30) work days in any calendar year, using the hiring date of the employee as his anniversary date, and the same amount of work days will be permitted to be carried over to the succeeding year. An employee who is out on Worker's Compensation for more than thirty (30) days will cease to accrue vacation, sick, and personal days. In

the case of death, employee's beneficiary is to receive payment in compensation for any unused authorized vacation time. Upon resignation or separation, pay will be granted for unused vacation days.

Section 2. VACATION PAY: Employees of the Village will be allowed to draw their vacation pay in advance. Vacation time must be earned before the employee goes on vacation. Choice of vacation periods is to be guided by seniority of employee at the discretion of the department head. Vacations shall be requested in increments of weeks only. A schedule of vacation periods will be set up with a form distributed to each employee. An employee may not combine vacation, personal, and sick time.

Section 3. The Village will have the option to allow the employee to sell back to the Village up to two weeks of vacation time per year, provided the employee has at least 120 hours of vacation time at the time of the sell-back.

Section 4. The Village will have the option to pay up to five days of unused sick days, after the employee has compiled at least 104 hours of sick time. This option shall be paid on the payday prior to Christmas.

Section 5. All bargaining unit employees will be able to use a maximum of three (3) vacation days per year as single vacation days. Prior approval of supervisor 72 hours in advance of taking day.

ARTICLE XVI - FRINGE BENEFITS

All employees shall continue to receive the same and similar fringe benefits that they have heretofore received by virtue of their employment. The Village Board, in its discretion, may provide merit awards to any deserving employee, consistent with Civil Service Law and Rules and Regulations. Furthermore, it shall be management's

prerogative, in its discretion, to grant benefits other than those provided by this agreement, consistent with prior practices. Management agrees to continue to provide a life insurance policy of \$50,000 per full-time employee (see work rules, page 5).

ARTICLE XVII - MISCELLANEOUS PROVISIONS

Section 1. BULLETIN BOARDS: Announcements, in addition to the posting of the annual seniority lists, shall be placed in a conspicuous place where employees enter and leave the premises. Both parties to this agreement may use the bulletin boards for notices of routine business nature. It is improper to post denunciatory, inflammatory, or derogatory written material on the bulletin board.

Section 2. Should any provision of this agreement be found to be in violation of any Federal, State, or Local law by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

Section 3. ACCESS TO PREMISES: The Village Board agrees to permit staff representatives of the CSEA to enter the premises during working hours for individual discussion of working conditions with employees, provided that they do not interfere with the performance of duties assigned to employees, and further provided that a written request be filed with the Village Clerk at least seventy-two (72) hours prior to the scheduled visit, except that in the case of matters of extreme urgency in which a prior telephone call will suffice. The request will briefly state the nature of the visit.

Section 4. RETIREMENT BENEFITS: As of June 1, 1978, Employee retirement will be upgraded to Non-contributory "25 Year Career" Plan (Section 75-g), and as of June 1, 1979, to Non-Contributory Improved "20 Year Career" Plan (Section 75-i).

Life Insurance In Retirement: All employees will be able to participate in the group Life Insurance Policy full paid by the employee in the following amounts: Under age 65 - \$35,000.00; Age 65 to 69 - \$25,000.00; and After age 70 - \$5,000.00.

Section 5. UNIFORMS: The Village shall purchase uniforms and work shoes for each employee covered under this contract. The uniforms shall consist of five (5) sets of uniforms, including one medium weight jacket, and one winter jacket or sweat-shirt. The mechanics shall receive two additional sets of uniforms per year. All employees issued uniforms and work shoes must wear same at all times while in Village employ. It is essential for appearance, image, and safety that employees wear their uniforms at all times during their tour of duty. The uniforms are not to be worn at any non-Village work activity.

Section 6. PAYCHECKS shall be given out to employees in sealed envelopes.

Section 7. The CSEA shall have the option of changing the optical plan which is currently being provided to the CSEA Employees Benefit Fund Optical plan during the course of this agreement.

Section 8. 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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVIII - DEFINITIONS

Section 1. Notwithstanding anything herein to the contrary, the term "Village employee" as used throughout this agreement is deemed to mean only full-time permanent employees, and not temporary, part-time, or seasonal employees.

Section 2. The term "Village" shall be construed to mean the "Village of Babylon", and all its governmental or proprietary functions.

Section 3. The term "CSEA" shall mean the Civil Service Employees Association, Village of Babylon Unit of the Suffolk Local 852.

ARTICLE XIX

The Suffolk Local 852 CSEA and the Village of Babylon Unit of said Local 852 affirm that it does not assert the right to strike against the Village, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.

ARTICLE XX

Maternity and paternity leave, without pay, shall be granted for no more than six (6) months and will show no loss of seniority or benefits except that accrual of vacation, sick time, and personal days will be suspended while on leave.

ARTICLE XXI

With the five-day pick-up in effect, persons calling in sick on a day reflecting a holiday incurred extra day or more between pick-ups must produce a doctor's note. If he does not report and does not phone in at all, then he is docked two days and/or subject to dismissal. Whenever possible, the sanitation route shall have three men on three

trucks as long as one rubbish truck and one recycling truck are covering the route with at least a chauffeur and one man.

ARTICLE XXII

Both parties to this agreement recognize the fact that employee attendance is mandatory to perform to maximum efficiency. Accordingly, the parties agree that any employee who is in the Village employ under this contract for five years or less and is not a veteran or volunteer fireman may be subject to suspension leading to termination after he receives a verbal warning followed by a written warning and despite same remains away from work for six days or more in each anniversary year.

ARTICLE XXIII

In the event the Department of Sanitation is unable to perform its duties and responsibilities as a result of excessive absences by members of this bargaining unit, then the Village is given the right, upon notice to the CSEA, to subcontract for the work to be performed since this becomes a health and safety issue that affects the residents of the Village of Babylon for a period not to exceed fourteen (14) days.

ARTICLE XXIV

Section 1. DEFERRED COMPENSATION:

The Village agrees to provide one deferred compensation plan to all bargaining unit employees.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the day and year first above written.

ATTEST:

Patricia C. Carley
Village Clerk

INCORPORATED VILLAGE OF BABYLON

BY Roger J. Jordan
Mayor

VILLAGE OF BABYLON UNIT, CSEA

BY Charles J. Kuchuk
President

SUFFOLK COUNTY LOCAL 852 CSEA, INC.

BY Kenneth J. Battista
Labor Relations Specialist

SALARY SCHEDULE

Commencing June 1, 2003, through May 31, 2006, permanent full-time employees shall be entitled to an annual increase as follows:

Effective June 1, 2003:	\$1,000
Effective June 1, 2004:	\$1,000
Effective June 1, 2005:	\$1,000

In addition, effective only on first year signing of the contract, the following bonuses will be in effect for permanent full-time employees:

Employees with the Village for over 30 years:	\$1,000 Bonus
Employees with the Village for over 20 years:	\$750 Bonus
Employees with the Village for over 10 years:	\$500 Bonus
Employees with the Village less than 10 years:	\$300 Bonus

HIRING STEPS

Step 1:	Laborer Part-time:	\$8.00 per hour
Step 2:	Laborer with Drivers License:	\$8.50 per hour
Step 3:	Laborer with CDL:	\$9.00 per hour
Step 4:	Laborer with CDL plus 2 years experience:	\$10.00 per hour
Step 5:	Foreman:	\$11.00 per hour

After satisfactorily completing the first six month probation period, full-time permanent employees are entitled to a \$1,000 increase.

WORK RULES

FOREWORD

Welcome to the Village of Babylon! We at the Village of Babylon believe that all employees have a vital obligation to themselves and to the Village as representatives of that government to give our residents the best of service in the most efficient and professional manner.

At the Village of Babylon we desire to help you achieve your goals. We hope to provide the opportunity to successfully develop in your position. Our goal is a commitment to excellence. We urge you to strive to achieve pride, dedication, and excellence in your work.

This Employee's Handbook is a recitation of Village policies and procedures. It is a guideline for employees. It is not meant to be a contract or an offer of employment.

The Village reserves the right to revise this Handbook as it sees fit to clarify or modify policies in the interest of improving Village of Babylon work standards.

EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the Village of Babylon to provide equal employment opportunity to all persons without regard to their race, religion, sex, color, national origin, age, disability or marital status and to promote the full realization of equal employment opportunity through a positive continuing program. The Village will assure that applicants are recruited and hired, and employees are treated during employment without regard to their race, religion, sex, color and natural origin. Equal opportunity and equal consideration will be afforded to all applicants and employees in personnel actions, which include recruiting and hiring, transfer and layoff or

termination, and selection for training, promotion, fixing rates of pay or other compensation within the framework of any Civil Service Laws and Civil Service Employees Association contracts.

POLICY ON MAINTAINING A DRUG AND ALCOHOL FREE WORK PLACE

Illegal drug and alcohol use is becoming prevalent in America's work place. It endangers fellow workers, security, public safety, morale and individual productivity. The cost of drug and alcohol abuse in the work place is astronomical. Statistics show that one in every ten American workers have their productivity impaired by substance abuse. Drug users are three times as likely to be involved in on-the-job accidents and are absent from work twice as often, and incur three times the average level of sickness costs as non-users.

Therefore, the Village of Babylon policy is pledged to maintain a drug-free work place and to comply with the provisions of the Drug Free Work Place Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

In compliance with the Act, all employees are hereby notified that:

1. The unlawful sale, distribution, dispensation, possession, or use of a controlled substance is strictly prohibited on Village property.
2. Any employee who violates this prohibition and/or is convicted of a drug abuse violation on Village property or while working for the Village will be terminated immediately upon discovery of the violation.
3. Information about drug counseling and rehabilitation programs in the community may be obtained from the Village Treasurer's office.
4. As a condition of employment, you are required to abide by the terms of this policy. In addition, you are asked to report any drug related offenses in the work place.

5. The Village must be notified of any criminal drug statute conviction occurring in the work place no later than 5 days after such conviction.

6. The Village will make a good faith effort to continue to maintain a drug-free work place through implementation of its programs.

As a condition of employment, drinking of beer or any alcoholic beverage during your work day at the Village is prohibited.

FULL-TIME

EMPLOYMENT BENEFITS GROUP INSURANCE

The various insurance benefit plans offered by the Village of Babylon are an important part of your compensation. As a full-time permanent Village employee, you are eligible for the following group insurance plans under the existing contract:

Major Medical Insurance

Dental Insurance

Vision Insurance

Life Insurance

The Village presently pays the entire cost of the premium of all of the above for you and your eligible dependents; however, full-time employees hired after September 15, 1992, pay 20 percent of the major medical insurance premium.

The above policies involve the processing of applications and paperwork with the various insurance carriers. Coverage commences depending on the timeliness of the employee submitting paperwork to the Village Treasurer's Office. It is the employee's sole responsibility to process its own paperwork in connection with each claim.

It is important to remember, that it is the employee's responsibility to notify the Village of Babylon and your insurance policy holders of ALL CHANGES of address, births, deaths, divorce, legal separation, loss of student eligibility, etc.

The summary that follows gives a brief description of each of your benefit plans. It does not and is not intended to cover these programs in detail. All statements contained in this summary are subject to the terms and conditions of the applicable insurance policies. Should there be any conflict between this summary and the official test of such policies, the official test will govern. Complete details are contained in the group insurance booklets which you will receive after you become enrolled.

MAJOR MEDICAL INSURANCE

Major Medical coverage provides payment for hospital stays, doctor's or surgeon's services, fees for registered nurses, psychiatric treatment, if applicable, and prescription drugs.

Major Medical coverage is determined by the full-time employee's choice of either the Empire Plan or HIP/HMO Plan.

In the Empire Plan there are annual deductibles and co-payments to be satisfied, whereas in HIP you do not have these payments, but you must use the HIP facilities for service.

Forms need to be filled out with the Empire Plan, and these forms are obtained from the Treasurer's office.

DENTAL INSURANCE

The Village will provide Employee Benefit Fund Dental Insurance (Dutchess Plan) for all employees and families at no cost to the employee.

VISION

The Vision Plan is through First Rehabilitation Insurance Company of America. This plan provides coverage for glasses and contact lenses at a reimbursable scale every other year.

Forms need to be filled out for this plan. These forms are available from the Treasurer's office.

COBRA

Federally regulated COBRA regulations are available for Major Medical, Dental, and Vision insurance should your full-time employment terminate before retirement. The employee would be responsible for premium payments pursuant to applicable rules and statutes.

LIFE INSURANCE

All full-time permanent employees are covered for life insurance in the amount of \$50,000 through American International Life Assurance Company of New York.

The full amount of your life insurance is payable to your beneficiary (depending upon age at death). You may change your beneficiary at any time. Beneficiary change forms may be obtained from the Treasurer's Office. Schedule of payments up to and including:

64 years of age -	\$50,000.00
65 through 69 years of age -	\$32,500.00
70 through 74 years of age -	\$25,000.00
75 and over -	\$12,500.00

FULL TIME

EMPLOYEE BENEFITS

RETIREMENT SYSTEM:

Membership in the New York state and Local Employees Retirement System is mandatory for all full-time government workers.

Membership since January 1, 1992, is in the Tier 4 Plan, which requires a 3 percent salary deduction.

Full retirement is available at age 62 after 30 years of service.

Vested benefits are available after 5 years of service.

Disability and death benefits are explained in the booklet provided for your plan.

Benefits are payable to beneficiaries of your choice.

Loans are available on prescribed schedule from the Retirement System.

WORKERS COMPENSATION

The Village pays for your protection against on-the-job accident or injury which causes loss of working time.

In the event of an accident or injury, the employee must notify his/her supervisor immediately.

Please note that any benefits received automatically disqualify claims under the medical insurance plans.

JOB STATUS

Positions are classified for payroll purposes as full time, part time, and temporary.

Full Time: Employees who are regularly scheduled to work 30, 35, or 40 hours per week. Membership in the retirement system is mandatory. Full time employees are eligible to participate in all Village group insurance plans and retirement programs.

Part Time: Employees who regularly work 15 or 20 hours, or less,

during the scheduled work week. Membership in the retirement system is optional. part-time employees are not eligible to participate in any of the Village's group insurance plans.

Temporary: Employees who are scheduled to work either full time or part time for a limited period of time or for the duration of a specific assignment. Membership in the retirement system is optional. Temporary employees (i.e., summer help) are not eligible for any of the Village's group insurance plans.

FIRST SIX MONTH'S PROBATIONARY PERIOD AND PERFORMANCE EVALUATION

As a new employee, the first six months of employment serves as a probationary period. The purpose of the probationary period is to allow reasonable time for both you and the Village to decide whether employment is mutually beneficial and should be continued.

At the end of this period, your performance and progress will be reviewed by your supervisor and a decision will be made by the Village Board concerning the satisfactory completion of the probationary period. Afterwards, assuming you are hired, you will be expected to maintain the same high standards which you demonstrated during the probationary period.

TIME CARDS (Non-Exempt Employees)

Employees must punch in before the start of the working day, punch out at the end of the work day and punch in and out for lunch. Do not punch in ten (10) minutes prior to the starting time for your shift unless it is approved by your supervisor. Punching another employee's card is cause for immediate discharge for both parties involved.

PAYCHECK AND DEDUCTIONS

You are paid every other week with checks distributed on Friday

following the end of the two week pay period. If a payday falls on a Village-observed holiday, you will be paid a day earlier.

The Village is required by law to deduct from your paycheck federal income tax, state income tax, and your share (the Village contributes a similar amount) for Social Security and Medicare. The amount withheld from your paycheck depends on your salary and the number of dependents you claim. Optional employee deductions might include: union dues, 3% retirement payment, credit union, pension loans, and insurance premiums. Other deductions for union dues may be made as discussed and agreed.

OVERTIME PAY

Overtime is defined as hours worked in excess of the normally scheduled forty-hour workweek. When overtime is required, employees are paid in accordance with the following schedule:

1. Daily Overtime Hours: For all hours worked in one day up to eight (8) hours, you are paid at your straight time rate. You will be paid overtime (time and one half) for all hours worked in excess of 8 hours, providing you work more than 40 hours in one week.
2. Work on Scheduled Days Off: If you work on any of your scheduled days off, you will be paid time and one half for all hours worked, providing you work more than 40 hours in one week.
3. Holiday Worked: If you are required to work on a Village authorized holiday, you will be paid holiday pay plus time and one half for hours worked.

All overtime work must be approved in advance by your supervisor or department head.

ATTENDANCE AND PUNCTUALITY

Each of us contributes to the success of the Village operation. Excessive absence and habitual lateness detract from our overall performance and usually add to the workload of other employees. Therefore, failure to maintain acceptable standards of attendance and punctuality could adversely affect your chances for a salary increase, promotion and ultimately continued employment.

If you are unable to report to work because of illness or other emergency, you must notify your supervisor before your normal starting time and regularly thereafter during a continued absence so that the handling of your work may be planned. If you are absent for three consecutive days and do not notify your supervisor, your absence is considered unauthorized and the Village will assume you have voluntarily terminated your employment.

All employees are required to be at their work station at the designated time for the commencement of their work duties.

SANITATION AND HIGHWAY DEPARTMENT EMPLOYEES

All employees working these departments must be fully uniformed and prepared to work their shifts as directed by their immediate supervisor at the time they are directed to commence work.

Management is given the right to deduct one hour's pay if the employee is late up to 15 minutes without a valid documented excuse. If an employee reports late by more than 15 minutes, management reserves the right to dock the employee a full day's pay. If an employee reports late by more than 15 minutes after the lunch break, management reserves the right to dock the employee for a half day's pay.

At the completion of a sanitation run, the crew on a Village vehicle is responsible for the cleaning and fueling of the vehicle so that it is prepared to be used for the next day's activity.

Rear door pick-ups are to be completed neatly and efficiently. Sanitation workers are expected to complete their entire route, without missing stops, efficiently and neatly.

Those employees driving Village vehicles must have New York State Drivers Licenses (Class B) in good standing free of misdemeanor convictions.

SICK LEAVE (Full-Time Employees Only)

The sole purpose of Sick Leave is to enable the employee to compile compensatory time which will allow payment of salary even though hospitalized or incapacitated.

If you are absent from work because of illness or injury, your salary will be continued through a sick leave allowance.

It is important to remember the sole purpose of your sick leave is to protect against loss of income during a period of illness. Therefore, it is in your best interest to try to avoid unnecessary absences so that you can accumulate sick leave credit in the event of extended illness.

Above all, your sick leave allowance is not to be considered extra compensation or payable in any form should your employment be terminate either voluntarily or involuntarily, unless an employee is retiring.

The Village reserves the right to terminate an employee based on the employee's continued absence due to illness or sickness.

Employees will have the option to be paid for five days of their unused annual sick days. This payment shall be paid on the payday prior to Christmas.

ACCEPTING OUTSIDE EMPLOYMENT

The Village has no wish to restrict the outside activities of employees nor to interfere with their personal lives. If you feel it is necessary to work at another job after hours, it is permissible so long as it does not interfere in any way with your ability to perform you assigned job responsibilities.

If there appears to be any possibility that your outside employment could put you in a position of conflicting interest or affect the reputation of the Village, you should discuss the matter immediately with your department head before making any commitments.

SOLICITATIONS

Unless authorized by management, the Village does not allow the solicitation of employees for any purpose or distribution of literature of any kind on village property at any time either by employees or anyone else.

PERSONAL APPEARANCE AND COURTESY

Your dress and appearance should always reflect favorable on the Village. Some positions require uniforms. You are expected to keep your uniforms clean, neatly pressed and in good condition at all times.

A good, neat appearance reinforces your confidence in your employment and contributes to impressions of the Village established by its residents.

You are expected to be courteous to the Village residents and to be respectful and caring for the property of others.

VACATION (Full-Time Employees Only)

A permanent full-time employee of the Village of Babylon shall be entitled to a paid vacation each year, based on his length of service as follows (except all permanent employees hired prior to June 1, 1982):

<u>After Year of Continuous Service</u>	<u>Vacation Allowance</u>
1	2 weeks
6	3 weeks
10	4 weeks
15	5 weeks
17	6 weeks

VACATION ACCRUAL: Vacation time may be accrued to a maximum of thirty work days in any calendar year, using the hiring date of the employee as his anniversary date, and the same amount of work days will be permitted to be carried over to the succeeding year. An employee who is out on Worker's Compensation for more than thirty days will cease to accrue vacation, sick, and personal days. In case of death, employee's beneficiary is to receive payment in compensation for any unused authorized vacation time. Upon resignation or separation, pay will be granted for unused vacation days.

VACATION PAY: Employees of the Village will be allowed to draw their vacation pay in advance. Vacation time must be earned before the employee goes on vacation. Choice of vacation periods is to be guided by seniority of employee at the discretion of the department head.

Employees shall have the option to sell back to the Village up to one week of vacation time per fiscal year.

HOLIDAYS (Full-Time Employees Only)

The Village observes the following paid holidays during each calendar year:

New Year's Day
Martin Luther King Day
Presidents' Birthday
One-half day Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee Birthday

On Election Day, all full-time employees will receive two hours off, except for garbage collection employees who will receive two hour pay.

MATERNITY LEAVE (Full-Time Employees Only)

The Village treats absence caused by pregnancy and childbirth in the exact same manner as any other medical disability for all employment-related purposes.

The Village will make every effort to return you to the same or similar job held prior to the leave of absence, subject to our staffing needs at the time of the leave's expiration. However, we cannot

guarantee to return you to your former position.

Details concerning a maternity leave will be furnished by the Treasurer's Office.

The Village, where applicable, subscribes to the Family Medical Leave Act of 1993.

MILITARY SERVICE (Full-Time Employees Only)

If you enter active duty in any branch of the Armed Forces of the United States, you will be granted a leave of absence for the period of military service.

Upon satisfactory completion of military service, you will be reinstated as an active employee if you apply within 90 days of your discharge and did not voluntarily remain in service for more than four years. You will be restored to your former job or one of like status if, when you return, the job or its equivalent still exists, and you are still qualified to perform the duties of the position.

The Village grants time off for participation in Military Reserve programs to such employees who are involved in these programs.

Time spent in military service will not be used for purposes of seniority and participation in employee benefit programs.

JURY DUTY (Full-Time Employees Only)

The Village recognizes jury duty as a responsibility of good citizenship. If you are called for jury service, you will be granted the time off and the Village will pay your regular salary.

You should notify your supervisor as soon as you receive notice of jury duty so that arrangements can be made to handle your work.

DEATH IN FAMILY (Full-Time Employees Only)

You will be given time off with pay up to a maximum of three (3) days, depending on circumstances, because of the death of one of the following members of the immediate family: Spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relative living in the same household. All others will require use of a personal leave day.

POLICIES AND PROCEDURE

VILLAGE PROPERTY

An employee is expected to exercise due care in its use of Village property and to utilize such property only for its authorized purpose(s).

Village property issued to an employee must be returned to the Village at the time he/she terminates employment.

Property damage must be reported immediately to your Supervisor.

PERSONAL PROPERTY

The Village assumes no responsibility for loss or damage to the personal property of an employee on or off Village premises. Employee must seek to protect their own property at all times.

SAFETY AND ACCIDENTS

Safety is the result of two basic ingredients: Care and common sense. You can help keep the Village of Babylon a safe place to work by forming the habit of thinking safety, working safely, and observing the rules of good safety. Each driver who drives a Village vehicle will be required to take a Defensive Driver Course every three years.

RECORDS

Employee's personnel records, as required by law and deemed

essential for efficient operations, will be maintained by the Village. Employees are requested to promptly report any changes to the Treasurer's Office with regard to change of:

Name

Address

Telephone Number

Marital Status

Social Security Number

Dependents

Beneficiary

COMMUNITY RELATIONS

Each employee is a representative of the Village in dealing with the public. Courtesy, respect for property, appearance, and job performance quality are the basics of your employment.

We welcome you to the Village of Babylon and hope your employment is mutually beneficial.

SANITATION/PARKS/HIGHWAY/CUSTODIAL/MECHANICS

1. All employees must wear uniforms and shoes/boots provided by the Village. Employee is to be sent home and docked for day if uniforms and shoes/boots are not worn.

Village uniforms are not to be worn at any other place of business or job.

2. No one shall punch out anyone else's time card.
3. No employee is to take his own vehicle to the job site, whether sanitation route or other.

Trucks are not to stop at any business establishment outside of Village or on way to or from dump without supervisor's approval.

All repairs need to be noted on repair slips and submitted immediately.

4. If garbage is not picked up for any reason, make note of same and why, and hand same into Supervisor.
5. All garbage cans are to have lids replaced after emptying.
6. No sorting of garbage or refuse.
7. Village employees are not to scavenge for recyclables, deposit materials, etc.
8. Fuel Book must be completed each time operator fuels up a vehicle. Chauffeur is responsible for daily inspection of vehicle. Any change in license status must be reported to your supervisor. No backing up of any truck more than 50 feet unless turning around for a dead end. While backing up, driver must be accompanied by left-hand side guide for directions and control. Each driver who drives a Village vehicle will be required to take a Defensive Driver Course every three years.

SANITATION DEPARTMENT WORK RULES

1. Starting time is 6:30 A.M. No one is to be in the Highway office or garage before 6:00 A.M. No trucks are to be on the road before 6:30 A.M., and no trucks are to be in residential areas before 7:00 A.M.
2. All street garbage cans, etc., shall be emptied on each route daily.
3. All personnel on a crew will use plastic barrels and work together on the truck. No pulling out of resident's containers, and no piling of garbage in streets or on roadway.

4. All personnel are required to go with the truck to the dump. One man may be dropped off before going to dump with supervisor's approval.

NOTE: Two men must at all times be on any truck going to the dump.

5. No material collected along a garbage route of any kind shall be placed in the cab of a vehicle.
6. The trucks will be washed with pressure washer and brushes on each Tuesday and Friday. On all other days, trucks are to be rinsed; however, the cabs, including under the seat, must be cleaned daily. The blade must be lifted daily and cleaned. Windows shall be cleaned daily.
7. Uniforms and work shoes are to be worn each day. Failure to do so will result in an employee being sent home without pay.
8. All rubbish containers as well as blue cans are to be replaced behind the curb line or in similar area.
9. All spills on roadway are to be cleaned up. All trucks are to comply with speed limits and are to remain in the right hand lane while traveling.
10. Only a supervisor may request garbage to be placed in front of house for pick up.
11. Any missed stops are to be picked up by the crew that day.
12. If a problem arises, the supervisor is to be advised immediately.
13. Rubbish truck is to pick up bags at railroad each Monday without fail.
14. All personnel are allowed to meet with Mayor provided the supervisor is in attendance and provided the Mayor is given

adequate notice.

15. Rubbish and recycling start time is 7:00 A.M. Their trucks will be washed every Tuesday and Friday and rinsed every Monday, Wednesday, and Thursday. Cabs are to be cleaned every day. Back of hopper must be cleaned daily.
16. If two rubbish trucks are working, the total day's area is to be completed before one truck secures.
17. Backing up of trucks should be kept to a minimum for safety reasons. Great care shall be exhibited by the entire crew when a vehicle is being backed up and must have a guide on left hand side in view of the driver.
18. Trucks traveling to dump must remain in the right lane only and must comply with speed requirements.
19. On five-day pick-up: Sanitation employees will be docked for the day if they do not produce a doctor's note for being sick.
20. The following are to be picked up daily when in use:
 - a. Pool and pool parking lot and Beach Canal.
 - b. Main Dock.
 - c. Lewis Pond and Boynes Canal.
 - d. Lighthouse Road Canal.
 - e. Shore Road waterfront.
 - f. Business district containers, including North Carll Avenue, South Carll Avenue, Park Avenue, Siegel Boulevard, Railroad Avenue, Trolley Line Road, Deer Park Avenue, Main Street, Fire Island Avenue, Grove Place.
 - g. Railroad station and Colt Avenue.
 - h. Little League Field.

- i. Argyle Parks dumpsters on Tuesday, Thursday, and Saturday.
- 21. Drivers shall be held liable for the condition of their vehicle and shall be responsible for any vehicle inspection and traffic violations.
- 22. Any sign of drinking or drug abuse shall be immediately reported to the supervisor for immediate action.
- 23. As stated in the basic Work Rules, both parties will be held responsible if one employee punches someone else's timecard.
- 24. Vehicles are not to stop at any business establishment outside of the Village for any reason without the supervisor's approval.
- 25. An employee too sick to work shall call in at least 20 minutes prior to starting time, otherwise, he shall lose that day's pay.
- 26. Village uniforms are not to be worn except for Village related work.
- 27. All trucks are to be fueled up at completion of day before backing into garage.
- 28. All rubbish and garbage trucks, at completion of route pick-up, must be taken to dump/incinerator and emptied.
- 29. No crossing double yellow line to pick up garbage, rubbish, or recycling.