

# **Non-Union Village Employee Personnel Policy<sup>1</sup>**

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ORIGINAL POLICY ADOPTED BY THE  
ARDSLEY VILLAGE BOARD  
OF TRUSTEES ON FEBRUARY 4, 2002.

HEALTH INSURANCE CONTRIBUTIONS INSTITUTED ON JUNE 1, 2012,  
AND MEMORIALIZED BY VILLAGE BOARD  
RESOLUTION ON JANUARY 7, 2013.

HEALTH INSURANCE BUY-OUT INSTITUTED ON JUNE 1, 2012,  
AND MEMORIALIZED BY VILLAGE BOARD  
RESOLUTION ON JANUARY 7, 2013.

REVISED POLICY ADOPTED BY THE ARDSLEY VILLAGE BOARD OF TRUSTEES ON AUGUST  
2, 2021.

REVISED POLICY DRAFTED VILLAGE OF ARDSLEY TO INCLUDE ARDSLEY LIBRARY ON  
OCTOBER 25, 2022

## **1. APPLICABILITY**

A full time employee is defined as one who works a regularly scheduled minimum of thirty-five (35) hours per week. Part time employees are those who are regularly scheduled to work a minimum of less than thirty-five (35) hours per week.

This Personnel Policy ("Policy") applies to all salaried, full time employees of the Village of Ardsley, including Department Heads, who are not: (1) members of a bargaining unit represented by a certified bargaining representative; (2) covered by an individual agreement with respect to employment benefits; or (3) covered by a separate policy as a member of the Police Department or Department of Public Works ("DPW"). Such employees are referred to herein as "full time employees." To the extent a full time employee has an individual agreement or is covered by a Departmental policy as described above, this Policy may still apply only if the employee does not receive same or similar benefits pursuant to an individual agreement with the Village and the policy herein does not conflict with the employee's individual agreement with the Village or Departmental policy.

Full time employees shall be entitled to receive fringe benefits in accordance with the following provisions. Part time employees shall not be eligible or entitled to receive any leave time or health related benefits in accordance with this Policy, but shall be subject to all other personnel rules and regulations herein.

This Policy has been drafted and shall be construed and enforced in accordance with the substantive laws of the State of New York, and to the extent applicable, federal and local laws, rules and regulations. If any provision of this Policy (specific or general) is held to be illegal, void or unenforceable, then such provision shall be of no force and effect, but such shall not impair the legality or enforceability of any other provision of this Policy, and may be amended by the Village in accordance with applicable law at any time.

## **2. COMPLIANCE WITH VILLAGE POLICY**

The Village Manager is responsible for ensuring compliance with all personnel policies, rules and regulations and is solely responsible for discipline up to and including termination, in accordance with all applicable laws.

## **3. TIME OFF**

All time off must be requested by the employee in advance and approved by the Village Manager. Any requests to leave early or to arrive late must be submitted verbally or in writing and be approved in advance by the Village Manager. Employees habitually arriving late to work, leaving early or abusing leave time shall be subject to discipline up to and including dismissal.

For Library staff, all time off must be requested by the employee in advance and approved by the Library Director. Any requests to leave early or to arrive late must be submitted verbally or in writing and be approved in advance by the Library Director. Employees habitually arriving late to work, leaving early or abusing leave time shall be subject to discipline up to and including dismissal.

#### A. Vacation

*Requests & Approval.* For all non-union employees of the Village of Ardsley, all requests for vacation from must be made to the Village Manager in writing. Such requests may be granted at the sole discretion of the Village Manager upon examining the staffing needs for the day/week requested and the employees who have sought and received permission previously for the same day/week.

Any requests for vacation for the Ardsley Public Library staff must be made in writing to the Library Director for review. Such requests may be granted at the discretion of the Library Director upon examining the staffing needs for the day/week requested and the employees who have sought and received permission previously for the same day/week. Note that vacation time allocations are subject to review by the Village Manager.

*Allotment.* Full time employees shall receive the following paid vacation time:

| <u>Length of time employed by the Village</u> |    | <u>Annual Vacation Allotment</u>   |
|---|----|--|
| Three (3) to six (6) months                   | -- | Five (5) work days   |
| Six (6) to twelve (12) months                 | -- | Five (5) additional work days for a total of ten (10) days during the first year of employment |
| One (1) to five (5) years                     | -- | Fifteen (15) work days   |
| Six (6) to nine (9) years                     | -- | One additional work day each year up to nineteen (19) work days                                |
| Ten (10) years                                | -- | Twenty (20) work days  |
| Twelve (12) years                             | -- | Twenty-three (23) work days  |
| Fifteen (15) years                            | -- | Twenty-five (25) work days   |

The Village Manager shall have the discretion to approve additional vacation time for newly hired department heads to respect their experience and benefits prior to joining the Village.

*Carryover.* Vacation leave may be carried over from the prior fiscal year but must be used by November 30<sup>th</sup> of the following fiscal year. Such carry over must be approved by the Village Manager in advance of the end of the fiscal year in which the vacation is accrued.

*Payout.* Full time employees may receive payment for accrued, unused vacation days upon resignation in accordance with Section 6(A) (Separation from Employment – Resignations) of this Policy

#### B. Personal Days

Full time employees are entitled to use up to five (5) personal days per annum with the prior written approval of the Village Manager. Personal days are prorated up until the employee's one year anniversary of employment with the Village.

An employee's unused personal leave days at the end of the fiscal year shall be credited to the employee's accumulated sick leave as of May 31<sup>st</sup> of that fiscal year. Accrued, unused personal days are not paid out to an employee upon separation from employment for any reason, including retirement, resignation or termination.

#### C. Bereavement Leave

Full time employees may take leave with pay for up to four (4) consecutive calendar days for the death of a member of the immediate family (spouse, child, mother, father, parents-in-law, grandparents, brother, or sister). Proof of death and applicable familial connection may be required by the Village Manager. For Library staff, proof of death, and applicable familial connection may be required by the Library Director.

#### D. Sick Leave

Full time employees shall accrue one (1) sick day per month for use during personal or family illness to be accumulated to a maximum of 220 days. Employees may utilize up to six (6) days, or with the prior approval of the Village Manager more than six (6) days, per calendar year of their accumulated paid sick leave days to care for a spouse, child, mother, father, parent-in-law, grandparent, brother or sister. Employees may not use sick days directly preceding or following an employee's use of vacation time or time-off due to a holiday unless the employee provides proof of such illness, such as a doctor's note, to the Village Manager upon the Village Manager's request. For Library staff, any approval and review of sick leave requests are the purview of the Library Director.

Full time employees shall be paid for half of his/her accumulated sick leave upon retirement so long as a pattern of abuse has not been established. A pattern of abuse may be defined as regular use of more than seven (7) sick days per year, as well as improper use (*e.g.*, Mondays and Fridays), absent some documented, chronic or life altering medical condition. Employees will forfeit payment for unused sick time if such pattern has been established during their employment. In the event of an employee's death, said payment shall be made to the deceased employee's beneficiary or estate, as the case may be. Employees shall not receive payment for accrued, unused sick leave for any reason other than retirement (*i.e.*, accumulated sick leave is not paid to employees who resign, are terminated, or separate from the Village's employ for any reason other than retirement).

Pursuant to Section 41-j of the New York State Retirement and Social Security Law the Village offers an optional sick leave benefit. In accordance with this optional sick leave

benefit, an employee may elect to use a portion of his/her sick leave accumulation for service credit and such portion of an employee's sick leave accumulation utilized for service credit shall correspondingly be deducted from his/her accumulated sick leave. If elected, up to 165 days of unused, unpaid sick leave may be credited as additional service.

#### E. Holidays

Full time employees are entitled to paid holidays\* (15) only on the days Village Hall is closed for a holiday, which includes:

|                          |                                  |
|--------------------------|----------------------------------|
| New Year's Day           | Martin Luther King Jr. Day       |
| President's Day          | Good Friday                      |
| Memorial Day             | Juneteenth                       |
| Independence Day         | Labor Day                        |
| Veteran's Day            | Columbus/Indigenous People's Day |
| Thanksgiving Day         | Day after Thanksgiving           |
| Christmas Eve (1/2 Day)  | Christmas Day                    |
| New Year's Eve (1/2 Day) |                                  |

\*In lieu of a paid holiday for Abraham Lincoln's Birthday, non-union employee are entitled to a flexible floating paid holiday. Note that the floating holiday must be used within the calendar year and will not carry over. Floating holidays cannot be converted to sick/vacation time.

If any additional holiday is granted to any Village employee by virtue of a collective bargaining agreement, full time employees covered by this Policy shall also be entitled to those same additional holidays.

Full time Library employees are entitled to paid holidays (15) only on the days Village Hall is closed for a holiday, which includes:

|                                       |                            |
|---------------------------------------|----------------------------|
| New Year's Day                        | Martin Luther King Jr. Day |
| President's Day                       | Good Friday                |
| Memorial Day                          | Juneteenth                 |
| Independence Day                      | Labor Day                  |
| Columbus/Indigenous People's Day      | Veteran's Day              |
| Day before Thanksgiving Day (1/2 day) | Thanksgiving Day           |
| Day after Thanksgiving                | Christmas Eve              |
| Christmas Day                         | New Year's Eve (1\2 day)   |

If any of the above holidays fall on a Saturday when the Ardsley Public Library is typically open and during which full-time staff would ordinarily be required to work, the full-time staff member is entitled to an appropriate amount of holiday time to be utilized within a six month period. The scheduling of this holiday time is at the discretion of the Library Director based upon staffing availability and needs.

#### F. Overtime / Compensatory Time

Unless otherwise provided by applicable law, department heads shall not be eligible for overtime or compensatory time.

Other employees shall be eligible for overtime only as required by the federal Fair Labor Standards Act and other applicable law.

#### G. Jury Duty

Full time employees are granted leave with pay for jury duty provided that any payments or reimbursements for such duty are turned over to the Village. An employee who reports for jury duty and is excused from serving before noon must report to work for the afternoon according to his/her work schedule. However, the combination of jury duty and Village work shall not amount to more than one normal workday.

### 4. **TIMESHEETS**

All employees, full time and part time, covered under this Policy shall be required to participate in attendance procedures, including contemporaneously maintaining and submitting a bi-weekly timesheet to the Village Treasurer as prescribed by the Village Manager.

### 5. **RETIREMENT**

The Village is governed by the rules and regulations of the New York State and Local Retirement System (NYSLRS). Employees with questions concerning retirement should contact the NYSLRS, and to the extent an employee has questions concerning Village policy, consult with the Village Manager and Village Treasurer.

### 6. **SEPARATION FROM EMPLOYMENT**

#### A. Resignations

A written letter of resignation is required to be provided to the Village Manager and filed with the Village Clerk by all employees intending to resign. The letter of resignation must be submitted at least thirty (30) calendar days prior to the date of resignation or the employee shall forfeit any right he/she may have to be paid for accrued vacation leave only, as well as eligibility for health insurance upon retirement. The thirty (30) day notice

requirement may be waived in writing by the Village Manager only for good cause and under unique circumstances that could not have been adequately anticipated.

For Library staff, a written letter of resignation is required to be provided to the Library Board and filed with the Ardsley Library by all employees intending to resign. The letter of resignation must be submitted at least thirty (30) calendar days prior to the date of resignation or the employee shall forfeit any right he/she may have to be paid for accrued vacation leave only, as well as eligibility for health insurance upon retirement. The thirty (30) day notice requirement may be waived in writing by the Village Manager only for good cause and under unique circumstances that could not have been adequately anticipated. The Library Director must submit a letter of resignation at least sixty (60) calendar days prior to the date of resignation or the employee shall forfeit any right he/she may have to be paid for accrued vacation leave only, as well as eligibility for health insurance upon retirement.

#### B. Retirement

Employees intending to retire must submit a letter of resignation for the purpose of retirement in accordance with the preceding paragraph. Employees contemplating retirement must be aware that the New York State Employees' Retirement System (NYSERS) has certain requirements, including notice requirements to NYSERS prior to retirement. Information concerning State requirements for filing for retirement benefits may be obtained from the Village Treasurer.

#### C. Dismissal

Employees who fail to fulfill their duties and responsibilities in a manner satisfactory to the Village, or do not abide by the policies of the Village, are subject to discipline up to and including immediate dismissal by the Village Manager, except as otherwise provided in the Civil Service Law or other applicable law.

For Village employees working at the Library who fail to fulfill their duties and responsibilities in a manner satisfactory to the Library Board, or do not abide by the policies of the Village and Ardsley Library, are subject to discipline up to and including immediate dismissal by the Library Board, except as otherwise provided in the Civil Service Law or other applicable law.

### 7. LONGEVITY

Full time employees shall be entitled to longevity payments based upon years of service with the Village as follows:

|  |                    |
|--|--------------------|
| After completion of seven (7) years of service:        | \$1,075 per annum; |
| After completion of ten (10) years of service:         | \$1,125 per annum; |
| After completion of fifteen (15) years of service:     | \$1,275 per annum; |
| After completion of twenty (20) years of service:      | \$1,425 per annum; |
| After completion of twenty-five (25) years of service: | \$1,675 per annum; |
| After completion of thirty (30) years of service:      | \$2,175 per annum. |

Longevity payments shall be non-cumulative. Employees hired on or after June 1, 2018 shall receive their longevity payments on the payroll period following their hiring anniversary date.



## **8. HEALTH INSURANCE**

The Village offers hospitalization and health insurance coverage to non-unionized full time employees under the same plan(s) providing coverage to the Village's unionized employees.

Those eligible may elect family or individual health insurance coverage. Full time employees with family health insurance coverage shall contribute two percent (2%) of his/her base wage towards the health insurance premium or cost. Full time employees with individual health insurance plan coverage shall pay one percent (1%) of his/her base wage towards the health insurance premium or cost.

All contributions shall be deducted on a "pre-tax" basis.

The employee shall be responsible to pay 100% of their respective deductibles.

Retirees from full time positions who have served for at least ten (10) years with the Village at the time of retirement are eligible for retiree health insurance from the Village and may elect to receive medical coverage for themselves and eligible family members. Retirees from full time positions hired by the Village before June 1, 2021 shall not contribute for the provision of such benefit. Retirees from full-time positions hired by the Village on or after June 1, 2021 shall contribute fifteen percent (15%) of the premium cost for either individual or family coverage. Retirees from full-time Village employment who have served for less than ten (10) years with the Village may elect to participate in the health insurance plan at their own cost.

A surviving spouse and/or eligible family members may elect to participate in the health insurance plan totally at his or her own expense in accordance with the rules and regulations of the Village's health insurance provider.

## **9. HEALTH INSURANCE BUYOUT**

The Village shall offer an optional buy-out of health insurance coverage for all full time employees. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Village on a form provided by the Village Treasurer's Office known as a Request to Decline and Waive Health Insurance Coverage that he/she is selecting to decline and waive the health insurance coverage provided by the Village.

An employee who declines and waives individual health insurance coverage as provided above shall be paid One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per year in equal monthly amounts during the fiscal year. An employee who declines and waives family health insurance coverage as provided above shall be paid Five Thousand Dollars (\$5,000.00) per year in equal monthly amounts during the fiscal year. The buy-out shall be pro-rated in the event the employee resumes health insurance coverage due to a qualifying event during that fiscal year, *e.g.*, loss of health insurance coverage by spouse.

Employees shall not be eligible for the health insurance buy-out under this Section if the New York State Health Insurance Program (“NYSHIP”) adopts regulation(s) which require that the Village must still contribute the health insurance premiums for employees who have opted for the health insurance buy-out.

An employee who elects to receive the buy-out shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Village, be required to provide written notice to the Village that he/she is covered by health insurance under a different plan. An employee who had elected to receive the buy-out and elected to reinstate coverage under the plan provided by the Village is required to provide written notice to the Village on the Request to Resume Health Insurance Coverage Form, to be provided by the Office of the Village Treasurer. The effective date of the employee’s re-establishment of health insurance coverage by the Village shall be at the earliest possible date as provided by the plan. The Village shall notify the plan upon notice by the employee of the Village’s decision to re-establish health insurance coverage through the Village.

#### **10. DENTAL & VISION INSURANCE**

Full time employees shall be entitled to individual coverage under a dental plan offered by the Village. The Village shall pay one hundred percent (100%) of the premium or the cost of such insurance.

Full time employees have the option of family dental insurance coverage by contributing ten (10%) of the cost of the premiums to a maximum payment by the employee of One Hundred Twenty Dollars (\$120) per year.

Please bear in mind that limited vision coverage is currently available with the dental insurance policy at “no additional cost.” Should that “no additional cost” vision coverage no longer be available with the Village’s current dental insurance plan, the Village is under no obligation to continue vision insurance coverage under another policy.

The Village does not offer or provide any dental or vision insurance coverage to retirees.

#### **11. LIFE INSURANCE**

The Village shall provide \$50,000.00 term life insurance for each full-time non-union employee.

#### **12. EFFECT OF THIS POLICY**

This Policy does not constitute an employment contract or agreement between the employees covered by this Policy and the Village. The terms and conditions set forth in this Policy are subject to change by resolution of the Board of Trustees of the Village at its sole discretion.