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Contract Database Metadata Elements

Title: **Yonkers, City of and International Brotherhood of Teamsters, Local 456 (1992) (MOA)**

Employer Name: **Yonkers, City of**

Union: **International Brotherhood of Teamsters**

Local: **Local 456**

Effective Date: **07/01/92**

Expiration Date: **06/30/96**

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MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 CITY OF YONKERS
 AND
 LOCAL 456 I.B.T.

1. Term: The term of the Agreement shall be for a four (4) year period effective July 1, 1992 through and including June 30, 1996. All terms and conditions of the present Agreement shall continue except as expressly modified herein.
2. Salary: The salaries annexed hereto as Appendix "A" shall be in effect during the term of this Agreement. The parties agree that the increase to be effective December 31, 1993 shall not be implemented until the budget for FY 94/95 is approved and certified by the State Comptroller. The City will implement such increase within 45 days from the date the FY 94/95 budget is certified by the State Comptroller.
3. Retroactive Payments: The 6.5% salary increase which became effective July 1, 1993 shall be amended to become effective retroactive to July 1, 1991. The resulting retroactive salary due, (covering the period July 1, 1991 through and including June 30, 1993) shall be paid during the first six months of FY 94/95.
4. Suspension or Demotion Upon The Abolition of Positions:

(A) Recall List: Amend the agreement to provide for the following procedure for the recall of employees in noncompetitive positions who have successfully completed their probationary period and are laid off for the reasons set forth in such procedure.

"Employees who are separated from service because of economy, consolidation or abolition of functions, curtailment of activities or otherwise shall be placed on a recall list for a period of up to two years. There shall be a separate recall list for each layoff. Each recall list shall be identified by the date of the layoff. In the event a vacancy occurs in a bargaining unit position, employees who remain on the recall list shall be canvassed in the order of seniority provided they are qualified at the time to perform the work in the job classification for which they are being canvassed. The Personnel Office shall determine whether or not the employee meets the minimum qualifications for such position. In the event of multiple recall lists, employees on the most recent recall list shall be canvassed first as provided above. When all employees on the most recent recall list have been canvassed for positions, the remaining recall lists shall be canvassed in the inverse date order.

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**NYS PUBLIC EMPLOYMENT
 RELATIONS BOARD**

If an employee is being canvassed to a lower salaried job classification the employee shall have the right to refuse the recall and continue on the recall list for the remainder of the two year period. If an employee accepts recall to a position in a lower salaried job classification, the employee shall have the option to return to the job classification held prior to being laid off in the event such job classification subsequently becomes available.

Employees shall be canvassed in writing indicating the job classification for which the employee is being canvassed. The City shall mail a canvass letter to the employee at the address on file in the Personnel Office by certified mail, return receipt requested. The employee shall notify the City in writing within seven (7) days of receipt of the canvass notice of their intention to return to city employment.

An employee's name shall be removed from the recall list for the following reasons: (i) the employee declines the recall to the job classification the employee held at the time of layoff; (ii) the employee declines the recall to a equal or higher salaried job classification than the job classification held at the time of layoff; (iii) the employee fails to respond within the required seven (7) day period; or (iv) the employee accepts recall as offered but fails to report to work on the date determined by the city as the effective start date. In the event the employee's name is removed from the recall list for any reason stated herein or as a result of the expiration of the two year period the city shall have fulfilled its obligations pursuant to this provision. It shall be the obligation and responsibility of the employee to provide the Personnel Office with the employee's current mailing address."

(B) Layoffs / Displacement: Provide for a new section to read as follows.

"Eligible employees who are separated from service because of economy, consolidation or abolition of functions, curtailment of activities or otherwise shall be given the opportunity to displace less senior employees in lower graded non-competitive or temporary positions for which they are presently qualified.

For the purposes of the application of this section the following definitions shall apply:

Eligible employee - (i) an employee who has successfully completed his/her probationary period and is serving on a permanent basis in a non-competitive position;

(ii) an employee who has successfully completed his/her probationary period and is serving on a permanent basis in a competitive position and has exhausted their civil service layoff and retreat rights.

In the event the employee seeks to displace to a lower graded position rather than accept layoff, the employee, within three (3) working days from the date the separation notice was received, shall file a written application with the Personnel Office requesting displacement. The written application shall include the exact position(s) for which displacement is requested and any other information as may be required by the Personnel Office. The written application shall have appended thereto appropriate documentation validating that the employee meets the qualifications for the lower graded position(s) that he or she is seeking displacement to. The Personnel Office shall review the application to determine if the employee meets the qualifications for the lower graded position and to determine if the employee's seniority qualifies the employee for displacement. The Personnel Office shall render a decision in writing within seven (7) working days from receipt of said application. Incomplete applications will be disapproved.

The Personnel Office shall, simultaneously with approving a displacement application, issue a written notice of displacement to the employee to be displaced. The written notice of displacement shall include the reason for the displacement, the effective date of displacement, any rights the employee may have to file a displacement application and/or to be placed on a recall list and any rights the displaced employee may have to appeal the decision of the Personnel Office.

An employee whose application for displacement is approved will, if otherwise eligible, be placed on the recall list. An employee who is terminated as a result of being displaced will, if otherwise eligible, be placed on the recall list.

C. Appeal Rights/Jurisdiction of Civil Service Commission:

The Union may appeal the decisions of the Personnel Office by filing a grievance directly to arbitration as provided in the grievance procedure of the collective bargaining agreement. The filing of a grievance shall not stay implementation of a decision by the Personnel Office. Nothing contained herein shall affect, interfere or override matters within the jurisdiction of the Civil Service Commission. Any conflicts between this procedure and the rules, procedures and determinations of the local Civil Service Commission shall be resolved in favor of the local Civil Service Commission. Any conflicts between the individual rights of employees pursuant to the rules, procedures or determinations of the local Civil Service Commission and this procedure shall be resolved in favor of the local Civil Service Commission.

5. **Subcontracting:** The Union and the City agree that the City shall have the right to subcontract the function of street sweeping to a private contractor who shall be responsible for providing and maintaining its own equipment for said operation. This agreement to subcontract includes the operation of the street sweepers and any and all ancillary services connected with the operation and maintenance of the street sweepers. Bargaining unit employees shall not be terminated as a direct result of the subcontracting of this operation but shall be transferred or reassigned to other functions and/or classifications for which they are qualified at the time. Nothing contained herein restricts, limits or otherwise conditions the city's right to eliminate bargaining unit positions through attrition due to the subcontracting of this operation. Nothing contained herein restricts, limits or otherwise conditions the city's right to eliminate bargaining unit positions through layoff for reasons other than the subcontracting of the street sweeping operation. The City shall continue to have the right to subcontract those functions which have not been exclusively performed by members of the bargaining unit.

6. **Vacation:** Amend Article 12:0 (Vacations) as follows:

(i) Amend Section 12:01 as follows:

"12:01:01 Effective January 1, 1995, newly hired employees with no credited prior service shall accrue vacation leave from their date of hire at the rate of 2.30 hours per pay period. Such accrued vacation leave shall not become available for use until the employee has completed six (6) months of continuous work.

12:01:02 Effective January 1, 1995, all employees shall earn and be entitled to use vacation leave each pay period as per the following schedule:

Length of Credited Service	Vacation Leave Per Pay Period
0 months thru 6 months	2.30 hrs (credited but not available)
6 months thru 71 months	2.30 hrs.
72 months thru 83 months	2.46 hrs.
84 months thru 95 months	2.62 hrs.
96 months thru 107 months	2.78 hrs.
108 months thru 119 months	2.92 hrs.
120 months thru 131 months	3.08 hrs.
132 months thru 143 months	3.23 hrs.
144 months thru 155 months	3.38 hrs.
156 months thru 167 months	3.54 hrs.
168 months thru 179 months	3.70 hrs.
180 months or more	3.85 hrs.

The change in vacation leave accrual rate shall occur as of the first payroll of the month in which the employee's anniversary date occurs.

12:01:03 Employees hired on or after April 1, 1974, shall be credited with their 1994 vacation leave entitlement on January 1, 1995. Employees hired prior to April 1, 1974 have been credited with 1994 vacation leave on January 1, 1994 and therefore receive no additional 1994 entitlement on January 1, 1995. Such employees shall now earn their vacation leave on a weekly basis pursuant to Section 12:01:02 above; but may continue to utilize vacation leave before it is earned in an amount not to exceed the employee's annual entitlement.

12:01:04 Vacation leave may be used in whole or half hour increments only.

12:01:05 Vacation leave is earned only on time worked or paid leave time.

(ii) Amend Section 12:06 to read as follows:

"Payment for vacation leave earned but not used, of up to a maximum of 440 hours, shall be made to the employee upon separation from employment with the City and in the case of death of an employee to the designated beneficiary or to the estate of the employee."

7. Recall: Amend section 8:08.01 of the collective bargaining agreement to read as follows:

"Employees who are called out to work from off duty hours during their regular work week shall receive a minimum of four (4) hours work or pay except when such hours are contiguous to the their regular work shift."

8. Welfare Fund Contributions: The City shall increase its annual per capita contribution to the union welfare fund as follows:

January, 1994	\$ 35 increase to \$ 865 from \$ 830
July, 1994	\$ 50 increase to \$ 915 from \$ 865
January, 1995	\$ 35 increase to \$ 950 from \$ 915
July, 1995	\$ 50 increase to \$1,000 from \$ 950
June, 1996	\$ 50 increase to \$1,050 from \$1,000

9. Payroll Period: Effective July, 1994 the payroll period shall be modified to begin on Saturday and end on Friday for purposes of reporting time worked.

10. **Classification Language:** Eliminate and delete from the collective bargaining agreement the following obsolete section 10:03 and add a new section 10:03 to read as follows:

"The City shall notify and provide to the Union a copy of proposed changes to position classifications, for positions it represents, as they are submitted to the Civil Service Commission."

11. **Disciplinary Procedure:** A) Amend Section 30:04.01 (Performance Problems/Misconduct) as follows:

"An employee who commits an act of misconduct or whose work performance is unsatisfactory is subject to discipline. Disciplinary action shall be conducted as provided for in the Disciplinary Procedure annexed hereto as Appendix B for employees covered in Section 2 (a) of such procedure. Employee participation in a EAP does not preclude the imposition of a disciplinary penalty."

- B) Amend Appendix B, Disciplinary Procedures as follows:

i) Delete Sections 2 (A) (iii), 2 (B) and 2 (D).

ii) Amend Section 2 (C) to read as follows:

"C. Bargaining unit members as defined in Section A above who accept appointment to another position and hold such position on a provisional, temporary or probationary basis shall not be covered by this procedure as concerns such provisional, temporary or probationary service. Such members shall be covered by this procedure if the discipline imposed affects the member's permanent status in their former position (e.g. termination or suspension from employment)."

(iii) Amend Section 6 to read as follows:

"A. Employees may be disciplined for incompetency or misconduct. A notice of discipline shall be served within eighteen (18) months after the occurrence of the alleged incompetency or misconduct stated in the notice of discipline, provided however, that such limitation shall not apply where the incompetency or misconduct, if proved in a court of appropriate jurisdiction, constitutes a crime."

(iv) Add a new Section 7 to read as follows:

" Section 7 Administration Of Discipline

A. Employees covered by this procedure shall receive a disciplinary interview and be served with a written notice of discipline upon imposition of a disciplinary

penalty except as provided below. A disciplinary interview shall be scheduled by the department head or the employee's supervisor. In an instance when the proposed disciplinary penalty is other than a suspension or discharge, the supervisor recommending the discipline may conduct the disciplinary interview. In an instance when the proposed disciplinary penalty is a suspension or discharge, the department head or the department head's designated representative shall conduct the disciplinary interview. In the event that a supervisor of the employee recommended the imposition of discipline, the supervisor shall be present for the disciplinary interview. The employee may be represented at the disciplinary interview by their union representative and/or legal counsel of the employee's choosing. The employee or the employee's representative shall be afforded an opportunity to be heard with respect to the statement of disciplinary charges and the proposed penalty.

In the event the department head or the employee's supervisor determines, during the disciplinary interview to impose discipline on the employee, a notice of discipline shall be served on the employee. The department head or the employee's supervisor may hold in abeyance the imposition of a notice of discipline during the disciplinary interview for further review for a period not to exceed five (5) calendar days unless otherwise agreed to by the employee and /or the employee's representative. In instances where the notice of discipline is not served at the disciplinary interview it shall thereafter be served within the five (5) calendar day period. Service of the notice of discipline may be made in person or by certified mail to the employee's address as it appears in the personnel file maintained by the Personnel Office. A copy of the notice of discipline shall be served on the Union in person or by certified mail.

In the event a department head determines that there is probable cause to believe that the continued presence of the employee on the job represents a potential danger to persons, property or would severely interfere with operations, the employee may be relieved from duty without a disciplinary interview and service of a notice of discipline. The disciplinary interview shall thereafter be held within five (5) calendar days from the date the employee is relieved from duty. In the event the employee is subsequently found guilty of misconduct or incompetence, the penalty which may be imposed may be made retroactive to the date the employee was relieved from duty.

B. The notice of discipline shall state the act(s) of misconduct or incompetence and include the date(s) and time(s) of events, if applicable, and identification of the person alleging misconduct or incompetence if other than the supervisor signing the notice. The notice of discipline shall also state the penalty to be imposed, expectations for improvement, consequences if improvement does not take place, and follow up action to be taken.

C. The form notice of discipline annexed to this procedure is the sole and exclusive form to be used for purposes of this disciplinary procedure. The form, notice of discipline, shall contain the member's appeal rights on the form. The information required by the notice of discipline shall be completed in all respects.

D. The disciplinary penalty may consist of and shall not be limited to a written reprimand, and/or a fine not to exceed \$500, and/or loss of leave entitlement, and/or imposition of a probationary period not to exceed one year, and/or a suspension without pay not to exceed ninety days (90), or discharge from city service.

E. (i) In the event the penalty proposed is discharge from city service, the employee shall be immediately suspended without pay pending discharge and final review of the charge(s) and proposed penalty as provided in Section 7 below. The period of suspended without pay pending discharge and final review shall not exceed one hundred and twenty (120) calendar days following which the employee shall be returned to the payroll. The one hundred and twenty (120) calendar day period of suspension pending discharge may be extended if the employee or the employee's representative requests and is granted an extension of time or adjournment of any action or proceeding stated in Section 7 below. In the event that any extension, adjournment, or other delay in the procedures stated in Section 7 below is caused by the employee or the employee's representative, such time period shall be added to the one hundred and twenty (120) day period of suspension provided herein.

(ii) The period of suspended without pay pending discharge and final review shall end when (1) the review procedure stated in Section 7 hereof is exhausted and a final determination of the disciplinary charges and penalty is made; (2) the employee or the employee's representative does not timely seek review of the disciplinary matter as provided in Section 7 and a disciplinary penalty is thereby implemented or other resolution of the disciplinary matter is effected; or (3) the period of suspension without pay pending discharge and final review as provided in paragraph (i) above is exhausted and the employee is returned to the payroll.

v) Amend Section 7 (Disciplinary Review Procedure) as Section 8 to read as follows:

"A. If not settled or otherwise resolved, the employee may request in writing, within ten (10) calendar days from the date the penalty was imposed or the date the notice of discipline was received, whichever occurs first, that the Notice of Discipline and/or the penalty imposed be reviewed pursuant to this procedure.

Step 1: The Mayor or his designee shall meet with the employee and his union representative and/or legal counsel to discuss a disciplinary matter within five (5) calendar days from the date the written request for review is received by the Mayor. The Mayor or his designee shall render a written decision on the disciplinary matter within twenty (20) calendar days thereafter. In instances when the penalty proposed is dismissal from city service and the employee is suspended without pay pending discharge and final review the Mayor or his designee shall render a written decision on the disciplinary matter within ten (10) calendar days thereafter.

Step 2: The Union may appeal a disciplinary matter to binding arbitration. A written demand for arbitration shall be simultaneously filed with the Mayor and the American Arbitration Association within twenty (20) calendar days after receipt of an unsatisfactory decision at Step 1 or within twenty (20) calendar days after the expiration of the period of time to resolve the matter at Step 1. The Union may, when the proposed penalty is discharge, file its demand for arbitration simultaneously with filing its appeal to the Mayor or at any time while the matter is pending with the Mayor.

The City and the Union recognize the importance and value of timely resolution of disciplinary matters, and agree to make every effort to not delay utilization and completion of the disciplinary review process set forth above.

Arbitral Review The arbitrator shall conduct a de novo proceeding on the guilt or innocence of the employee and the appropriate penalty, if any, to be imposed. The arbitrator shall render a decision within thirty (30) calendar days from the close of the hearing.

The arbitrator shall not add to, subtract from nor otherwise modify the provisions of the parties' collective bargaining agreement. The arbitrator's decision with respect to guilt or innocence and penalty shall be binding on the parties. The arbitrator shall have the authority to approve or disapprove the penalty imposed or sought by the City/Department or modify such penalty as s/he determines appropriate.

All fees and expenses of the arbitrator shall be borne equally between the City and the Union. Each party shall bear the costs of preparing and presenting its own case."

(vi) Renumber Section 8 as Section 9.

12. **Off Hour Alert Function:** Effective upon the date of this Memorandum of Understanding, the parties agree that the arbitration award dated July 30, 1986 regarding the chief shop steward is modified as follows: The practice of paying the chief shop steward for being on call for the off hour alert function is hereby terminated. The chief shop steward shall be compensated only for time actually worked performing the duties of the off hour alert function. All other terms of the arbitration award beneficial to the City and the union shall be continued.
13. **Water Treatment Plant Work Schedule:** The current rotating work schedule for water plant operators and water plant operator supervisors shall be changed to a steady shift schedule. Assignment of employees to steady shifts shall be based on seniority. In the event of an opening on a shift, employees shall bid on such opening which shall be filled based on seniority. In the event no employee bids on the opening the department may fill such opening with the least senior employee.
14. **Holiday Pay:** Amend Article 11:0 of the collective bargaining as follows:
 - (i) Amend section 11:02 to read as follows:

" Section 11:02.01 Employees shall receive two (2) times the straight time rate of pay for all work performed on the actual holiday, as provided by New York State statute, and designated in section 11:01 above in addition to his/her regular weekly pay.

Section 11:02.02 In the event a holiday designated in section 11:01 above falls on the employee's regularly scheduled day off the employee shall be granted an alternative day off with pay on a scheduled work day contiguous to the holiday. The city may require the employee to work on such alternative day off and in that event the employee shall receive one and one half (1 1/2) times the straight time rate of pay for all work performed on the alternative day off in addition to his/her regular weekly pay."
15. **Job Posting:** When the city determines to fill a vacant bargaining unit position it shall post a notice for such vacant position for a minimum period of five (5) work days. The notice shall be posted at the following city facilities at a location where notices and bulletins to employees are usually posted: Personnel Office at City Hall, Lake Avenue, Service Center, Armory, Water Treatment Plant, Sewer Maintenance, Cacace Center and

Parks Administration and a copy shall be given to the Union. The notice shall include the following information: position classification, salary, civil service classification, work location and the date of posting. A vacant position which is to be filled from a valid civil service list is not required to be posted.

Employees interested in being considered for the posted vacancy shall make application for such vacancy in the manner described below.

If the posted vacancy is in the same job classification as the employee making the application, the employee shall complete a transfer application. Because a transfer may result in a vacancy in the same classification in another department, employees may submit transfer applications for the posted classification for departments other than the department for which the vacancy was posted.

If the posted vacancy is in a classification other than the employee's current classification the employee shall complete a personnel employment application. The transfer application or employment application shall be submitted to the Personnel Office no later than seven (7) calendar days following the close of the five (5) day posting period.

Applicants will be evaluated by the city on the basis of qualifications and skills as relates to the needs of the department in which the vacancy exist. Applicants who are city employees may also be evaluated based on their attendance history and disciplinary record over the prior three year period and bargaining unit seniority.

Applicants who are seeking a transfer within the same job classification and are found to be qualified by the city shall be given preference in order of seniority over applicants from other classifications or from outside the bargaining unit. In the event the city determines to fill a posted vacancy by way of transfer, any resulting vacancy caused by the transfer may be filled from the applicants in the same classification who responded to the initial vacancy posting without requiring further posting. In the event the city determines that no applicants from the initial posting are qualified, it shall post for the resulting vacancy and evaluate applicants as provided above.

In cases of promotion the bargaining unit seniority shall be considered when the applicants are deemed by the city to be equally qualified.

The City may also fill the vacancy from outside the bargaining unit as it may reasonably deem necessary.

Any claim made by the Union or an employee regarding the city's failure to post a vacancy or any violation of this provision shall not prevent the city from filling the vacancy


pending resolution of the claim.

16. Air Mask Technician: The weekly stipend for the air mask technician shall be increased to \$45 per week from \$32 per week.
17. AGREEMENT BY AND BETWEEN THE PARTIES: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
18. Financial Control Board: It is agreed by and between the parties that this Memorandum of Understanding is subject to and conditioned upon approval of its terms by the Financial Control Board for the City of Yonkers, New York, as required by State statute.


Dated: Yonkers, New York

July 18, 1994


For Teamsters, Local 456


Edward Doyle

Approved As To Form:


John P. O'Reilly, Esq.
Special Counsel For Labor Relations

For the City of Yonkers


Terence M. Zaleski, Mayor

CODE	CLASSIFICATIONS	7/1/92	1/1/94	7/2/94	1/7/95	7/1/95	1/6/96	6/29/96
DP H (CONT)	ELECTRICIAN MACHINIST INSTRUMENT MECHANIC ASSISTANT TO THE SUPER, CACACE JUSTICE AUTOMOTIVE MECHANIC BLACKSMITH PARK WORKING SUPERVISOR SIGN PAINTER STREET OPENING INSPECTOR WATER PLANT OPERATOR SIGNAL ELECTRICIAN WELDER VEHICLE BODY REPAIRER PARKING AND SANITATION ENFORCEMENT OFFICER	\$36,212	\$36,755	\$37,858	\$38,426	\$39,194	\$39,978	\$41,577
DP G	STREET LIGHTING & INSTALLATION WORKER MACHINIST HELPER TREE PLANTING INSPECTOR MASONRY REPAIRER BUILDING CUSTODIAN II WATER PLANT OPERATOR TRAINEE	\$34,675	\$35,195	\$36,251	\$36,795	\$37,531	\$38,202	\$39,813
DP F	ENVIRONMENTAL MAINTENANCE WORKER (CLASS B LICENSE/CDL) TREE TRIMMER	\$34,361	\$34,877	\$35,923	\$36,462	\$37,191	\$37,935	\$39,452
DP E								
DP D	ELECTRICIAN'S AIDE METER REPAIRER MAINTENANCE WORKER II MOTOR EQUIPMENT OPERATOR I METER READER REFRIGERATION MAINTENANCE WORKER STOREKEEPER PLUMBERS AIDE *RECREATION MAINTENANCE WORKER	\$33,937	\$34,446	\$35,480	\$36,012	\$36,732	\$37,467	\$38,965

LOCAL 456
SALARY SCHEDULE

CODE	CLASSIFICATIONS	7/1/93	1/1/94	7/2/94	1/7/95	7/1/95	1/6/96	6/29/96
DP M	AUTOMOTIVE REPAIR SUPERINTENDENT SUPERINTENDENT FOR CACACE JUSTICE CENTER	\$40,644	\$41,253	\$42,491	\$43,128	\$43,991	\$44,871	\$46,665
DP L	PARKING AND SANITATION ENFORCEMENT SUPERVISOR	\$39,169	\$39,756	\$40,949	\$41,563	\$42,394	\$43,242	\$44,972
DP R	ELECTRICAL SUPER., LICENSED LEAD AUTO MECHANIC SENIOR REPRODUCTION SYSTEM OPERATOR	\$38,429	\$39,006	\$40,176	\$40,779	\$41,594	\$42,426	\$44,123
DP J	ELECTRICAL SUPERVISOR LABOR SUPERVISOR WATER MAINTENANCE SUPERVISOR WATER METER REPAIR SUPERVISOR WATER METER READER SUPERVISOR CARPENTER SUPERVISOR NURSERY SUPERVISOR RECREATION MAINTENANCE SUPERVISOR FORESTRY LABOR SUPERVISOR PARK LABOR SUPERVISOR BUILDING MAINTENANCE SUPERVISOR STREET LIGHTING SUPERVISOR DETENTION OFFICER-MALE-FEMALE TECHNICAL SUPPORT SUPERVISOR	\$37,690	\$38,256	\$39,403	\$39,994	\$40,794	\$41,610	\$43,275
DP I	ELECTRICIAN, LICENSED RADIO MAINTENANCE TECH. PLUMBER, LICENSED AIR MASK SERVICE TECH., LICENSED	\$36,951	\$37,506	\$38,631	\$39,210	\$39,994	\$40,794	\$42,426
DP H	WORKING SUPERVISOR MOTOR EQUIPMENT OPERATOR II TREE TRIMMER SUPERVISOR BRICKLAYER GLAZIER PLUMBER ELECTRIC BRIDGE CRANE OPERATOR PAINTER CARPENTER STEAMFITTER	\$36,212	\$36,755	\$37,858	\$38,426	\$39,194	\$39,978	\$41,577

CODE	CLASSIFICATIONS	7/1/93	1/1/94	7/2/94	1/7/95	7/1/95	1/6/96	6/29/96
DP C	BUILDING CUSTODIAN I MAINTENANCE WORKER I ENVIRONMENTAL MAINTENANCE WORKER (CLASS D LICENSE) TIMEKEEPER GARAGE ATTENDANT RINK ATTENDANT RECREATION ASSISTANT SECURITY/CUSTODIAL AIDE REPRODUCTION SYSTEMS OPERATOR	\$32,755	\$33,246	\$34,244	\$34,758	\$35,453	\$36,162	\$37,608
DP B	GUARD ELEVATOR OPERATOR CUSTODIAL WORKER	\$31,721	\$32,197	\$33,163	\$33,660	\$34,333	\$35,020	\$36,421
DP A	ASSISTANT CUSTODIAN AIDE	\$27,254	\$27,663	\$28,493	\$28,921	\$29,499	\$30,089	\$31,292

ALL NEW HIRES SUBJECT TO HIRING RATE AS PER SECTION 5:03.

*MERGED WITH MW1; MW'S FORMERLY IN THIS TITLE CONTINUE TO RECEIVE THE HIGHER RATE

Local456/p3

Memorandum Of Agreement Dated This 30th Day of June 1993,

It is hereby stipulated and agreed by and between the undersigned parties, that the collective bargaining agreements between the City of Yonkers and the unions named below are modified as follows:

1. TERM:	Local 456	7/1/91 - 6/30/92
	AFSCME	7/1/91 - 6/30/92
	PBA	3/1/91 - 2/28/93
	CLSA	1/1/91 - 12/31/92

1. SALARY: All members of the four (4) bargaining units represented by the unions shall receive a 6.5% increase in base salary effective on the July 1, 1993.

2. RETROACTIVE MONIES: The parties agree that any retroactive effect of the salary increase provided for in Item "1" above to the dates set forth below shall be subject to future negotiations.

Local 456	July 1, 1991
AFSCME	July 5, 1991
PBA	March 9, 1992
CLSA	January 10, 1992

3. This agreement is subject to ratification by the memberships of each of the four (4) unions which are party hereto. Each union's agreement to the terms hereof is independent of the other unions; that is the agreement is several and not joint.

4. Except as modified herein, the terms of each of the four bargaining agreements, shall be continued.

5. Implementation of the 6.5% salary increase referred to in Item "1" hereof shall be effectuated as soon as practicable, retroactive to July 1, 1993.

6. It is agreed by and between the parties that this Agreement is subject to and conditioned upon approval of its terms by the Financial control Board for the City of Yonkers, New York, as required by State statute.

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

Dated: Yonkers, New York

For The City of Yonkers

6/30/93

For The PBA

Charles A. Cola

For Local 456

Thomas P. Manzi

Terence M. Zaleski

For The CLSA

Louis J. Scavone

For AFSCME

Joseph J. [Signature]