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#### **Contract Database Metadata Elements**

Title: **Yonkers, City of and International Brotherhood of Teamsters (IBT), AFL-CIO, Local 456 (2000)**

Employer Name: **Yonkers, City of**

Union: **International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **Local 456**

Effective Date: **01/01/00**

Expiration Date: **12/31/01**

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BC \ 6961  
1/1/00 - 12/31/01

**STIPULATION OF AGREEMENT**, made and entered into this 3rd day of January, 2002 by and between the negotiating committees for **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO** (hereinafter referred to as "Local 456") and the **CITY OF YONKERS** (hereinafter referred to as the City").

**WHEREAS**, the parties have engaged in negotiations in a good faith effort to arrive at a successor agreement to a contract that expired on December 31, 1999; and

**WHEREAS**, the parties have arrived at a tentative agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the respective parties to the contract.
2. The respective negotiating committees agree to recommend this Stipulation for ratification.
3. A copy of this original document has been furnished to representatives of the City and Local 456.
4. All proposals not covered herein made by either party during the course of negotiations, shall be deemed dropped.
5. The provisions of the prior Agreement shall be carried forward except as modified below.
6. Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement.
7. The rates of pay provided in Article 5:0 and Appendix "A" of the present contract shall be amended effective January 1, 2000 to provide an increase of four percent (4%) of the

rates of pay in effect on December 31, 1999. Effective January 1, 2001, there shall be an additional increase of four percent (4%) of the rates of pay in effect on December 31, 2000.

8. Effective upon ratification of this agreement by both parties, the salary grades for the following classification shall be changed as follows:

Tree Trimmer - DP G

Storekeeper - DP F

Water Plant Operator Supervisor - DP K

9. Effective January 1, 2002 the City shall provide an annual stipend of five hundred dollars (\$500) payable in January of each year to employees who maintain a current certificate of completion for the Refrigerant Transition and Recovery Program.

10. Effective January 1, 2002. Section 6:09 shall be amended as follows:

There are four (4) work schedules available to Detention Officers. These schedules provide steady tours to cover each of the three (3) tours of duty (Day Tour, Evening Tour, and Midnight Tour). These schedules are described below:

**6:09:01** There is a work schedule that provides a work week of four (4) consecutive work days followed by two (2) consecutive days off. This schedule shall provide Detention Officers to work each of the tours of duty (Day, Evening, Midnight) on a steady, non-rotating basis.

**6:09:02** There is a work schedule that provides a work week of day tours only from Monday through Friday of each week. Detention Officers are entitled to receive ten (10) days off for each twelve (12) consecutive calendar months worked, pro-rated at the rate of ten-twelfths (10/12ths) of a day for each calendar month worked consecutively within a calendar year. Unused days off may not be carried over to the following calendar year. The

Department shall attempt to fulfill employee requests for specific days off provided Department does not incur the cost of overtime and it will not affect the operational needs of the Department. In the event that the Department cannot fulfill such requests, it may assign days off to Detention Officers provided it gives them at least seventy-two (72) hours prior notice of the assigned day off.

**6:09:03** The Department shall post on or before November 1<sup>st</sup> of each year the work schedules available to Detention Officers for the following calendar year. In order of seniority, Detention Officers shall select their work schedule.

**6:09:04** Depending on the operating needs of the Department, the Department shall retain the right to change the tour assignments and reassign Detention Officers to, from, or within the duty chart subject to the following conditions:

- a. The Detention Officer shall be given reasonable notice of reassignment, in no event shall it be less than five (5) days notice of the schedule change.
- b. The change of work schedule must be for a period of at least fifteen (15) days unless otherwise agreed by the Detention Officer.
- c. When practical, and based upon the operating needs of the Department, the Department will solicit Detention Officers on the affected tours, in order of seniority, for reassignment. If there are no volunteers, the Department will select the least senior Detention Officer on the affected tour for reassignment.
- d. If, as the result of the reassignment, a Detention Officer is required to work more hours than previously scheduled to work, he/she will be entitled to overtime pay pursuant to the terms of the contract.

11. Effective upon ratification of this agreement by both parties, Section 9:01 shall be amended to increase the two (2) person crew differential from \$25.00 per employee per day to \$40.00 per employee per day.

12. Section 13:04 shall be replaced with the following language:

Section 13:04.01

In order to obtain the sick pay as set forth herein, an employee must call in not less than one (1) hour before the employee's scheduled time to report to work on any day the employee intends to be absent for the reasons set forth in this Article. With the approval of the employee's commissioner/department head, the requirement for an employee to call in on a daily basis may be waived in situations where an employee expects to be absent for more than five (5) work days.

Section 13:04.02

The employee's commissioner/department head may require a doctor's statement certifying that an absence from work was required by the employee and that the employee is now able to return to work when such absence is three (3) or more consecutive work days.

Section 13:04.03

The employee's commissioner/department head may also require an employee to provide a doctor's statement certifying that an absence from work was required by the employee and that the employee is now able to return to work whenever the employee has been absent from work because of illness on five (5) or more occasions in any six (6) month period. The notice of such requirement shall be furnished to the employee in writing and shall specify the period of time by date for which a doctor's statement will be required. The requirement for the employee to provide a doctor's certificate shall be for a period of no more than six (6) months.

For purposes of this section, an occasion is defined as the continuous period of work days that an employee is absent because of the reasons set forth in this Article. Such continuity shall not be broken by weekends, holidays, vacation, personal leave or bereavement leave.

Section 13:04.04

An employee's commissioner/department head may require an employee to remain at home during a period of absence except for visits to the employee's physician or pharmacist. Failure to comply with the above provision may mean loss of the day's pay and possibly subject the employee to disciplinary action.

13. Effective January 1, 2002, amend Section 18:01.04 to increase the safety shoe allowance from \$60.00 to \$75.00.

14. Add the following Article to the contract:

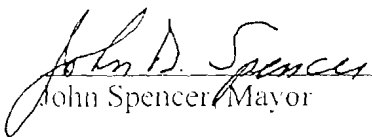
**INDEMNIFICATION OF EMPLOYEES:**

The City shall defend and indemnify employees in any civil action or proceeding, state or federal, arising out of an alleged action or omission which occurred or allegedly occurred while the employee was acting within the scope of his/her public employment. The employee shall be entitled to representation by private counsel of his/her choice in any civil action or proceeding whenever the Corporation Counsel determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his/her choice.

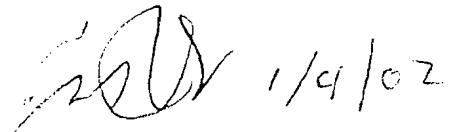
The City agrees to adopt the provisions of §18 of the New York State Public Officers Law.

15. The City shall have the right to subcontract for the provision and maintenance of automotive parts supplies in the Department of Public Works. Employees in the job title of Storekeeper presently assigned to such operation shall not be laid off nor have their job title changed as the result of such subcontracting. The City shall have the right to transfer such employees to departments where such job title exists. Such employees shall also have the right, if they desire, to become Environmental Maintenance Workers subject to obtaining the appropriate license for the job title.
16. The City agrees to no longer subcontract the reading of water meters to Con Edison or other private contractor after June 30, 2002.

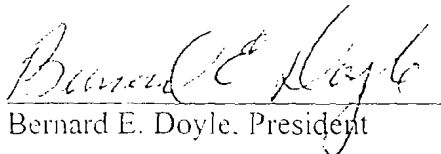
**CITY OF YONKERS**

  
John Spencer Mayor

Date: 1/4/02

 1/4/02

**LOCAL 456, I.B.T.**

  
Bernard E. Doyle, President

Date: 1/3/02

**APPROVED AS TO FORM:**

  
Office of the Corporation Counsel

Date: 1-4-02

RESOLUTION NO. 24 - 2002

BY: COUNCIL PRESIDENT RESTIANO, MAJORITY LEADER BURROWS,  
MINORITY LEADER BRANDON, MAJORITY WHIP BARBATO,  
COUNCIL MEMBERS ANNABI, MARTINELLI AND McLAUGHLIN

WHEREAS, the City of Yonkers and Local 456, International Brotherhood of Teamsters, AFL-CIO have recently agreed to changes in the collective bargaining agreement dated July 1, 1996 through December 31, 1999.

NOW, THEREFORE, BE IT RESOLVED, that the collective bargaining agreement in effect between the City of Yonkers and Local 456, International Brotherhood of Teamsters, AFL-CIO dated July 1, 1996 through and including December 31, 1997, shall be continued for the period of January 1, 2000 through and including December 31, 2001, except as modified by the terms of the attached Stipulation of Agreement, which is hereby approved.

RESOLUTION ADOPTED AT A STATED CITY COUNCIL MEETING HELD  
TUESDAY, FEBRUARY 26, 2002 BY A ROLL CALL VOTE OF 7 - 0.

*Amirio Restiano*      2/27/02  
PRESIDENT                      DATE

SENT TO MAYOR      2/27/02  
DATE

*John P. Lee*                      APPROVED 3/12/02  
MAYOR                                      DATE

ATTEST:

*Joan B. Decker*                      3/13/02  
CITY CLERK                                      DATE

*Joan B. Decker*  
CITY CLERK  
Yonkers, New York  
This is a certified but the foregoing  
is a true and correct copy of the  
record on file with the City Clerk  
City of Yonkers, New York.