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AGREEMENT

by and between the

VILLAGE OF MAMARONECK

and

CSEA, Local 1000 AFSCME,
AFL-CIO

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Village of Mamaroneck Unit

Westchester County Local 860

June 1, 2002 - May 31, 2006





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AGREEMENT, made this ^{1st} day of July 2003, by and between the VILLAGE OF MAMARONECK, hereinafter called the "Village" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, the certified union for the Village of Mamaroneck Unit, Local 860, hereinafter called the "Union".

W I T N E S S E T H

WHEREAS, the parties desire to establish standards of wages, hours of service and other conditions of employment, and to provide procedures whereby disputes and grievances between the members of the Union and the Village may be adjusted without resort to strikes, lockouts, or other interference with the continued and smooth operation of the departments of the Village; and

WHEREAS, the Union agrees to do its utmost to see that its members perform their duties to the Village loyally, efficiently and continuously under the terms of this Agreement, and the Union agrees to use its best efforts to protect the interests of the Village and its citizens so that the property of the Village is protected and conserved and the highest quality of service shall be given to the Village by its employees.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - GOVERNING LAW

SECTION 1 - GOVERNING LAW

The law governing this Agreement shall be the Public Employees' Fair Employment Act, hereafter called "PEFEA", and such provisions of the Civil Service Law and the Code of the Village of Mamaroneck which are not inconsistent with the said act and the Civil Service Law.

SECTION 2 - MANDATED PROVISION OF LAW

"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 TO PROVIDE THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE PROPER LEGISLATIVE BODY HAS GIVEN APPROVAL".

SECTION 3 - DEFINITION

Whenever the words "employee" or "employees" are used herein, they shall be construed to mean the employees represented by the Union, as defined in Article II, Section 1.

SECTION 4 - RULES AND REGULATIONS

Whenever reference is made herein to "Rules and Regulations", it shall be deemed to refer to the Rules and Regulations for Employees, adopted by the Board of Trustees, which shall remain in full force and effect. The Village will notify the Union in advance with respect to any proposed changes in the Rules and Regulations which are to be considered by the Mayor and Trustees of the Village, and the Village will also notify the Union in advance with respect to any other

proposed change affecting the working conditions of its employees, which are not inconsistent with this Agreement.

ARTICLE II - RECOGNITION

SECTION 1 - RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining agent for all employees of the Village for the purposes of negotiating terms and conditions of employment and of administering grievances arising thereunder, for the maximum period of time allowed under Section 208 of Article 14 of the Civil Service Law, excluding only the following:

- A. Sworn police officers;
- B. *Management employees;
- C. School Crossing Guards;
- D. Part time, temporary or seasonal employees.

*As used herein, the term "management employees" shall mean and include all elected and appointed officials, Heads of Departments, the Assistant Building Inspector, the Deputy Clerk-Treasurer, the Assistant Court Clerk, the Secretary to the Village Attorney, the Secretary to the Village Manager, the Secretary to the Chief of Police, the Assistant General Foreman, the Code Enforcement Officer, the Recreation Leader, and the Superintendent of Recreation.

SECTION 2 - NO STRIKE PROVISION

The Union affirms 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, assist, or participate in such a strike.

SECTION 3 - RIGHTS OF INDIVIDUAL EMPLOYEES

The recognition hereby extended to the Union does not preclude individual employees from discussing work-related problems with their immediate superiors or other Village officials without the presence of an officer of the Union, provided, however, that there shall be no change in the meaning and effect of this Agreement, or any change in the working conditions of a particular employee, or class of employees, arising out of such informal discussion, without prior consultation with an officer of the Union.

However, the Unit President shall be notified, in writing whenever possible, of any meeting with an employee regarding terms and conditions of employment. To the extent practicable, individual employees shall first discuss work-related problems with their immediate superiors, department head, Village Manager or direct the matter, through their appropriate Union official, to the Labor-Management Committee.

SECTION 4 - LIMITATIONS

It is agreed that the Village shall not negotiate with any individuals covered by the bargaining unit other than Union Representatives, and further that no additional increases will be granted beyond the negotiated settlement, to any employees of the Bargaining Unit, except for salary changes brought about by promotional appointments.

SECTION 5 - APPLICABLE TIME PERIOD

This Agreement shall be applicable during the period from June 1, 2002 to May 31, 2006.

ARTICLE III - COMPENSATION

SECTION 1 - GENERAL WAGE INCREASES

A. Effective and retroactive to June 1, 2002, the salary schedule in effect as of May 31, 2002, shall be increased on each step by three and three-quarters (3.75%) percent. All increments shall be paid accordingly.

B. Effective June 1, 2003, the salary schedule in effect as of May 31, 2003, shall be increased on each step by four (4%) percent. All increments shall be paid accordingly.

C. Effective June 1, 2004, the salary schedule in effect as of May 31, 2004, shall be increased on each step by three and three-quarters (3.75%) percent. All increments shall be paid accordingly.

D. Effective June 1, 2005, the salary schedule in effect as of May 31, 2005, shall be increased on each step by three and three-quarters (3.75%) percent. All increments shall be paid accordingly.

SECTION 2 - SANITATION DRIVER DIFFERENTIAL

Any sanitation employee possessing the required New York State Commercial Driver's License (CDL) shall be paid on the scale equal to that of a Motor Equipment Operator. All newly hired sanitation employees shall have three (3) months to obtain and thereafter maintain the New York State appropriate Commercial Driver's License (CDL) in accordance with Federal regulations. Failure to do so shall result in the termination of his employment. Upon presentation to the Village Manager of a valid and correct driver's license, the sanitation employee shall be compensated on the scale equal to that of a Motor Equipment Operator.

SECTION 3 - HIGHWAY DEPARTMENT HEAVY DUTY MOTOR EQUIPMENT DIFFERENTIAL

The following employees in the Highway Department assigned to the operation of heavy duty motor equipment, excluding tractor-trailer, shall receive an annual stipend: William Genovese, Barry Casterella, Brian Carroll, Massimo Razzoia, Frank Colantonio .

Effective June 1, 1996, the stipend shall be part of and folded into the base wage. The \$600.00 stipend will be built into the 1996-97 base salary and any wage increases in subsequent years will be determined from the 1996-97 base (including the \$600.00 stipend) rather than simply adding the \$600.00 year after year.

The number of Motor Equipment Operators receiving HMEO stipend will be increased from three (3) to five (5). The Village will provide notice to the Union President as to which two MEO's will receive HMEO stipend. The Union President shall be provided the opportunity to provide input to the General Foreman as to the two MEO's to receive HMEO stipend. The differential is to be established as follows: Take the average of the top step of the salary of a MEO and a HMEO, and then use that number as the basis for the percentage increase (i.e. average is \$42,565.50; this number will be used as the basis for a percentage increase).

SECTION 4 - FOREMAN EQUALIZATION

All Foremen shall be placed in the same grade of the salary schedule and at the same salary.

SECTION 5 - HIRING POLICY

The Village will normally hire a new employee at the lowest step in the pay scale, but may, in recognition of experience and ability, hire an employee at the second (2nd) or third (3rd) step in the pay scale. If an employee is hired at a step higher than step three (3) of the salary schedule in effect, then all incumbents of that same classification shall have their salaries increased to such higher rate of pay.

SECTION 6 - INCREMENTS

Any employee denied an increment shall be granted a hearing by the Village Manager.

SECTION 7 - LONGEVITY

A. Longevity Payments

Any employee having years of service with the Village of Mamaroneck, as listed below, shall be granted a non-cumulative longevity increment according to the following schedule:

After 10 years of service:	\$1,500
After 15 years of service:	\$1,650
After 20 years of service:	\$1,800

B. Eligibility Criteria

Eligibility for longevity payments shall be determined by the following criteria:

- 1) Any employee hired between June 1st and November 30th of any given year shall qualify for longevity payment effective the current June 1st.

2) Any employee hired between December 1st and May 31st of any given year shall qualify for longevity payment effective the next occurring June 1st.

ARTICLE IV - HOURS OF WORK - PREMIUM PAY

SECTION 1 - HOURS OF WORK

Employees shall be ready and able to commence their job duties at the time specified in this Agreement. The regularly scheduled working hours for employees covered by this Agreement shall be:

A. Office and Administration Staff

Monday through Friday; 9:00 a.m. to 4:30 p.m.; 1-hour lunch period. Summer schedule from July 1 through August 31 of each year. Hours of operation during these months shall be 8:30 a.m. to 4:00 p.m.

B. Parking Enforcement Officers

The working hours and days off for the Parking Enforcement Officers shall be established and regulated by Management. The work week for all Parking Enforcement Officers may be any five (5) of six (6) days, Monday through Saturday, provided that Saturday work shall be rotated equitably among all Parking Enforcement Officers. The work day shall be any eight (8) hours between 8:00 a.m. and 7:00 p.m., with a half-hour lunch period.

C. Department of Public Works:

1. Sanitation Division: Monday through Friday; 6:00 a.m. to 2:30 p.m., except for Wednesday's designated as Recycling-only days, which shall start at 7:00 a.m.; 1/2 hour lunch period.

a. There will be six (6) trucks operating throughout the Village with each truck being manned by two (2) employees, except the Harbor Heights and Orienta routes, which will be manned by three (3) employees.

b. On Saturdays and Sundays, sanitation employees will be required on an overtime basis to pick up garbage baskets for what is currently referred to as the weekend route. Saturday and Sunday pick-ups begin at 8:30 a.m., and the Mamaroneck Avenue portion of the route shall be picked up beginning at 9:00 a.m. The weekend route is defined as the following:

Boston Post Road - Keeler to Orienta

Palmer Avenue - Rockland Avenue to Fenimore Road

Old White Plains Road - Washington Street to Mamaroneck Ave.

Harbor Island

Mamaroneck Avenue - Hillside Ave. to Boston Post Road

Halstead Avenue - Barry Avenue to Mamaroneck Ave.

Spencer Place

Philips Park Road

The weekend route shall be picked up by a crew of two (2) employees on a rotating schedule who will be paid for a minimum of three and one-half (3 1/2) hours on Saturday at the time and one-half overtime rate of pay and a minimum of two (2) hours on Sunday at the double-time overtime rate of pay.

c. All employees required to pick up garbage on the weekend route on a holiday shall be paid double time for a minimum of two (2) hours, in addition to the holiday pay.

In years where Christmas and New Year's Days fall on either Saturday or Sunday, employees shall not be required to pick up the weekend route. In the event that employees volunteer to work on said days, employees shall receive double time at a minimum of two (2) hours, in addition to the holiday pay.

The above shall also apply to Easter Sunday.

d. It is agreed that, with respect to "a", "b" and "c" above and as is presently practiced, all sanitation employees are excused as soon as the work is completed.

e. Staffing problems that may arise because of sick leave absences shall be resolved internally amongst the sanitation employees.

f. It is understood that when a sanitation employee is absent due to vacation leave, personal leave, compensatory leave, Workers' Compensation leave or extended sick leave (defined for this sub-section as being two consecutive sick days or longer) and a minimum of 24 hours have been provided to the General Foreman or his designee, he shall be replaced by a laborer from another department.

g. With regard to all other sanitation absences, it is understood that a sanitation employee shall make every effort to contact the General Foreman or his designee by the close of business of the preceding day when the employee will be absent the following day. The Village shall institute the following worker replacement procedure for sanitation employee absences:

(i.) Three laborers shall be designated as replacement workers who will be assigned to the Sanitation Department when necessary pursuant to this section of the Agreement. The Village shall first request volunteers from the permanent work force in Highway and Parks. Should the Village receive more volunteers than are needed, selection to the

temporary sanitation duties shall be based upon seniority. Should the Village not receive a sufficient number of volunteers, Laborers shall be assigned in inverse order of seniority.

(ii.) The Village shall only have to move a maximum of two Laborers into the Sanitation Department, on any given day, to fill in for Sanitation Department absences. This applies only to (g) above and does not affect (f) above.

(iii.) The Village shall have the right to utilize regularly scheduled seasonal temporary employees for replacement purposes prior to utilizing a full-time laborer. For the purposes of this provision as it pertains to the assignment of overtime, it is understood that if a seasonal, temporary employee is used as a replacement sanitation worker, he may complete the sanitation route he was assigned to, even if overtime is required to complete this route. Otherwise, overtime shall be assigned pursuant to the provisions of the contract.

2. Highway (including Mechanics) Monday through Friday
and Parks Departments 7:30 a.m. to 4:00 p.m.;
1/2-hour lunch period.

a. Commencing on the first Monday in March and ending on the Friday preceding the first Monday in November, employees shall work from 7:00 a.m. to 3:30 p.m. Commencing on the first Monday in November, employees shall work from 7:30 a.m. to 4:00 p.m.

b. Employees will be provided with a one-half hour lunch period from 12 noon to 12:30 p.m., unless otherwise approved by the General Foreman. Members may return to the DPW to prepare for the one-half hour lunch period ten (10) minutes prior to the lunch period. Following the wash-up, an employee may commence his/her lunch break. No employee shall return to the DPW wash-up time/lunch time prior to the forty-minute period.

c. Effective January 6, 2003, on a trial basis, employees shall work from 7:00 a.m. to 3:30 p.m. beginning on the first Monday in January. As soon as possible following March 2003, the Labor/Management Committee shall meet to evaluate the change in hours described in this paragraph to determine whether it should be continued. The final decision shall be made by management.

d. Should the January - March test period described in subsection C above be accepted, then the Village shall experiment with the same hours (7:00 a.m. - 3:30 p.m.) in November and December of 2003. As soon as practicable following December 2003, the Labor/Management Committee shall meet to evaluate the change in hours described in this paragraph to determine whether they should be

continued. If these hours are deemed acceptable following this experiment, this new schedule will go into effect permanently. The final decision shall be made by management.

e. All regular full-time employees are expected to be at their jobs and ready to work promptly at the time scheduled for the work day to begin and remain until closing time. Sanitation employees subject to the incentive program shall not be subject to remain until closing time.

Continued absences or tardiness shall be cause for disciplinary action. Special schedules or hours may be set by the Village Manager with mutual agreement by the employee.

SECTION 2 - PREMIUM PAY

Premium pay for overtime work authorized by the Village Manager for employees covered by the Agreement shall be:

A. Time and One-Half

Time and One-Half (1-1/2) the regular base pay rate for all hours worked over the regularly scheduled work day or work week, except as provided in "B" below.

B. Double Time

Employees shall be paid at the rate of double time (2) their regular rate of pay when performing work on Sundays and Holidays.

C. Overtime Equalization

To the extent practicable, systems shall be established and followed within the Departments of the Village so that the opportunity for overtime work shall be extended equally to all employees qualified for the particular type of overtime work required.

The overtime list shall be posted and updated as often as practicable, but at a minimum once every week. Unit members may bank their overtime, but must take the payment for the overtime earned in the fiscal year in which it was earned.

It is further understood that, with respect to overtime work involving Highway Motor Equipment Operators, all highway and parks MEOs shall be utilized, on a rotating basis, by using the existing list and for each and every occurrence, before any other qualified employees are called.

D. Call-In-Pay

Whenever an employee is called in to perform a service, he shall be paid at the rate of time and one-half (1-1/2) for a minimum period of two (2) hours, or double time as the case may be. Clerical staff shall be included in this provision in situations

where they come in to a meeting to take minutes and find out after they come to the meeting that the meeting is canceled.

E. Overtime Rest Period

After sixteen (16) consecutive hours of work, an employee shall be allowed a six (6) hour rest period, without loss of pay, except where an unanticipated emergency makes a replacement impossible.

SECTION 3 - OUT-OF-TITLE PAY

In the event an employee is required to perform work for a full day in a classification paid at a higher rate of pay, the employee shall be compensated for all such time worked at the higher rate of pay then in force and effect for such classification as follows:

Add the amount of one (1) Annual Increment of the employee's salary scale to the employee's salary. Pay the lowest step in the new salary scale which is not less than the sum above.

The Village shall make every effort to minimize the application of this clause for periods of less than a full day. An employee who is assigned in the morning to fill in for a sanitation employee shall be considered as working a full day upon completion of the sanitation route.

Employees required to perform work in a classification paid at a lower rate of pay shall not have their rate of pay reduced because of such assignment.

SECTION 4 - OVERTIME PAY OR COMPENSATORY TIME OPTION

A. Option

All employees shall have a choice of premium pay or compensatory time off at premium time for any overtime hours worked.

Employees may earn and have available for use no more than forty (40) hours compensatory time in a designated period.

Period 1: January, February, March, April

Period 2: May, June, July, August

Period 3: September, October, November, December

Unused compensatory time may be carried from period to period; however, any compensatory time carried over shall count towards the forty (40) hour maximum accumulation.

No more than two (2) days shall be taken in any one week. The Department Head may deny the use of compensatory time in emergencies when severe weather is predicted, or due to unusual staffing shortages. The decision of the Department Head shall be made on a reasonable basis.

B. Emergency Call-Compensatory Time Option

During an administratively approved emergency, any employee who is called in to work while off on compensatory time shall be allowed to use the remainder of his/her compensatory time upon mutual agreement of the employee and Department Head.

C. Immediate Action

Certain types of work for which overtime is authorized require the immediate attention of Village employees. In such a case, the Village shall only be required to call employees who can respond within fifteen (15) minutes of the call for overtime. Should an employee not be within the fifteen (15) minute response time, that employee shall remain on the overtime list in the same place on the list as if the emergency overtime request did not occur. Work for which such overtime is required include, but are not limited to, the following: sewer blockages, ice, car accidents, branches, trees and other debris in roadway from storm damage or other unforeseen events. All of these emergencies must require the immediate attention of the Village, and to the extent practicable, these events will not extend beyond two (2) hours.

ARTICLE V - SICK LEAVE, VACATION, BEREAVEMENT LEAVE, EXCUSED ABSENCES

SECTION 1 - SICK LEAVE

A. Sick leave shall be credited at the rate of one and one-quarter (1-1/4) days per month, to a maximum accumulation of two hundred sixty (260) days.

B. Hospitalization/Major Illness Bank

An employee who has accumulated two hundred sixty (260) sick days shall continue to be credited with sick leave at the rate of one and one-quarter (1 1/4) days per month, which shall be credited to the employee's personal "Hospitalization/Major Illness Bank." The "Hospitalization/Major Illness Bank" shall be administered as follows:

(1) Days in bank shall only be used for hospitalization for serious illness or injury and following convalescence.

(2) Days in bank will be exhausted before ordinary sick days are used, in instances as described in 1 above.

(3) This clause shall not diminish any benefits described in Articles VII or V, or elsewhere in the contract.

(4) The employee shall provide documentation regarding any hospitalization and convalescence to the employer.

C. To be eligible for sick leave, notification must be made to employee's supervisor within fifteen (15) minutes after the time employee regularly starts work.

In an emergency situation, an employee may utilize sick leave accruals to care for their spouse, child or parent. An employee may utilize up to five (5) sick days per calendar year for this purpose. The employee shall provide a note from a doctor, after two (2) consecutive days that the family member for which the sick time is taken requires the assistance of the employee. After utilizing the said sick leave, an employee may utilize their personal days and vacation days for the purpose of caring for a sick spouse, child or parent.

D. Doctor's Statement

Any employee absent from work more than five (5) days, must present to his supervisor a doctor's statement indicating the nature and cause of illness or injury upon return to work. The Village Manager may require a statement for absences of less than five (5) days if, in his judgment, a physician's statement is necessary to establish the reason for absence. If a statement from the doctor is not provided, the employee shall be docked for entire period of absence.

E. Extended Sick Leave

The Village Manager may, for good cause, grant additional sick leave with full or partial pay, up to a maximum of thirty (30) work days.

F. Holiday Sick Time

Sick leave will not be charged for Agreement holidays that fall during absence.

G. Vacation Time Use

The Village Manager may approve use of earned annual vacation when sick leave accruals have been exhausted. Such approval shall not be unreasonably withheld.

H. Disability Insurance

1. General Coverage

The Village shall provide the New York State Disability Insurance Program for all employees, and it is understood that each employee shall be required to pay the employee share (sixty cents (.60) per week). The employee shall only be charged for one-half (1/2) day of his sick leave accruals for each one (1) day that the Village is receiving payment for any period of disability. Employee is required to submit completed insurance forms in order to qualify for this benefit.

2. Alternative Coverage

It is understood and agreed that the Village shall have the option of providing the above benefit on a self-insured plan, provided that no loss of benefits occur.

I. Attendance Incentive:

1. An employee who utilizes four days or less of time off in a calendar year, shall be paid an attendance incentive bonus as provided below. Use of time off, for purposes of the incentive, shall not include vacation leave, personal leave, bereavement leave, compensatory time-off and/or workers compensation as provided below. The incentive is payable in the second pay period of January of the calendar year following the year in which the incentive is earned. The attendance incentive bonus shall not be considered or included in the employee's annual salary rate for any purpose under the collective bargaining agreement.

a.	Days Absent	Award
	0	\$625
Up to and including	1	\$500
Up to and including	2	\$375
Up to and including	3	\$250
Up to and including	4	\$125

b. For the purpose of this section only, workers' compensation leave shall be considered as follows:

1 to 5 days workers' compensation leave = 1 day absence
6 to 10 days workers' compensation leave = 2 days absences
11 to 15 days workers' compensation leave = 3 days absences
16 to 20 days workers' compensation leave = 4 days absences

c. Partial-day leave to attend workers' compensation-related hearings or doctor's appointments for the purposes of workers' compensation shall not be considered absences.

d. Employees hired on or before July 1, but after January 1 of the same year, shall be eligible to receive fifty (50%) percent of the incentive amounts in that year, provided they meet the terms and conditions as stipulated in Article V, Section 1.H.

2. For the year 2002 only, the period of the incentive shall be July 1 - December 31, and the award amounts shall be as follows. The provisions of sub-division B - C above shall be applicable.

	Days Absent	Award
	0	\$312.50
Up to and including	1	\$250.00
Up to and including	2	\$162.50
Up to and including	3	\$125.00
Up to and including	4	\$62.50

SECTION 2 - BEREAVEMENT LEAVE

An employee will receive four (4) days leave with pay if he suffers death in the immediate family, i.e., spouse, parent, child, brother, sister, grandparent, grandchild, or other family member of his personal household, and mother-in-law, father-in-law, sister-in-law and brother-in-law. An employee will receive one (1) day leave with pay

for death of an aunt or uncle. If an employee is on vacation or sick leave, he/she is entitled to use bereavement leave as opposed to vacation or sick leave.

SECTION 3 - EXCUSED ABSENCES

A. Jury Duty

If an employee is selected for jury duty or subpoenaed as a witness before a court, he will be excused for such service with pay, not to exceed fifteen (15) days. Any fees received for this service shall be payable to the Village.

This section shall not apply if the employee is suing or being sued and must be in court; these types of absences must be covered under annual vacation or leave without pay. An employee shall provide their department head with proof of service of jury duty.

B. Military Leave

Military Leave shall be provided pursuant to Article II of the Military Laws of the State of New York.

C. Personal Leave

The Village Manager, with approval of Department Head, may authorize up to five (5) personal days with pay per calendar year. Two (2) of the personal leave days may be considered emergency personal leave days wherein the employee does not have to provide a reason for taking personal leave. The taking of emergency personal leave shall not eliminate the need to request the day. All requests for personal days, except emergency days when not practicable, shall be made and responded to in writing in a reasonable period of time, citing a reason when denied.

In the first calendar year of service:

Employees hired after March 1 shall receive 4 personal days.
Employees hired after June 1 shall receive 3 personal days.
Employees hired after September 1 shall receive 2 personal days.
Employees hired after November 1 shall receive 1 personal day.

Personal days are to be used only for personal business that cannot be conducted during non-working hours. Emergency personal days may not be taken before or after a holiday or before or after a vacation. Personal days may be taken before or after a holiday or before or after vacation provided a specific explanation for the need to take the personal day is provided to the unit member's department head. The explanation shall be more expansive than that provided for personal leave days that are not connected with a holiday or vacation day (i.e. doctors appointment).

Unused personal leave, shall be forwarded to sick leave at the end of each calendar year.

D. Leave of Absence Without Pay

Except as may be provided for in Section 3B above, the Village Manager may, if deemed by the Village Manager to be in the best interest of the Village and/or the employee, grant a leave of absence without pay to an employee for a period not to exceed one (1) calendar year. Examples of reasons for such leave are educational leave, maternity leave, child-rearing leave, child adoption leave, or extended sick leave where sick leave with pay benefits have been exhausted by the employee, etc.

All leaves of absence without pay are to be requested in writing as far in advance as possible stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Village Manager within twenty (20) days. All requests for leaves of absence shall be in writing and approved by the Department Head in accordance with the current policy and the particular circumstances, such as nature of the request, current work load, etc., at the time of the request.

All written requests stating the reasons and conditions thereof and signed by the employee shall be initiated through the employee's Department Head in sufficient time to allow the Village Manager to review and make the proper disposition on the request and to complete any necessary action.

Each request for leave shall be considered separately, not setting any precedent for subsequent requests.

During the period of absence, the employee shall not engage in gainful employment. An employee who fails to comply with this provision shall be deemed to have resigned from his employment.

Seniority shall be retained but shall not accrue during such leave. Time on leave shall not be counted in computing service for vacation, sick leave, or such purpose.

If the employee wishes to continue to be covered for health insurance, life insurance, dental insurance, and optical insurance during his leave of absence, said employee may do so by paying full premiums; payments are to be made one month in advance of due date.

Employee must make suitable arrangements with the Clerk-Treasurer's Office, for the continuation of these payments, if any, before the leave may be approved by the Village Manager, except that any employee out of work because of disability shall have 100% of all insurance premiums paid for a three (3) month period. Employee must make application for waiver of health insurance premium.

Failure to return from Leave of Absence Without Pay shall be regarded as resignation from Village service.

SECTION 4 - VACATIONS

A. Vacation Schedule

The following annual vacation benefits shall apply to all employees of the Village covered by this Agreement:

- 1) Six months of service, but less than one year:
Five (5) working days.

Vacation time taken pursuant to this clause shall be deducted from the time due after one year of service (i.e. Employee takes three days vacation after ten months of service with the Village. Employee has remaining and available seven days after the first year of service).

- 2) One year of service, but less than five (5) years service: Ten (10) working days vacation.

- 3) Five years service, but less than ten (10) years service: Fifteen (15) working days vacation.

- 4) Ten years, but less than twenty (20) years of service: Twenty (20) working days vacation per year.

- 5) Twenty years or more of service: Twenty-five (25) working days vacation per year.

It is understood that, with respect to the foregoing schedule, employees will continue to receive vacation days "on the books" beginning January 1st.

Upon resignation, retirement or separation of service from the Village, employees are only entitled to receive payment for the unused portion of accumulated vacation time that was "on the books" as of January 1st of the year in which person resigns, retires or separates from service.

B. Reinstatement Limitation

An employee who leaves the Village employment and then returns to Village employment after a lapse of time may not apply his earlier period of service toward his vacation period unless such employee has been granted a leave of absence.

C. Longevity Vacation Limitations

Employees who, by reason of their years of service to the Village, are entitled to three (3) or more weeks of vacation, may be required to split up their vacation period, if such split up is necessary in the judgment of the Village Manager under existing circumstances, to provide continuity of necessary services for the taxpayers and residents of the Village.

D. Requests for vacations must be submitted to Department Heads, in writing, by MARCH 1ST. Requests for vacations submitted by March 1 of the year in which the vacation is

requested will be granted on a seniority basis. After March 1, vacation requests will be honored on a first come, first served basis. These time limits may be waived for good cause shown.

E. Vacation allowance may, with the approval of the Department Head and Village Manager, be deferred for a period not to exceed one (1) year, provided that a request, in writing, is made to the Village Manager of this intention at the time the vacation schedules are submitted as referred to in "D" above, and provided that such accumulation of vacation days does not interfere with the normal operation of Village Services. Request must be submitted to the Village Manager by November 1 of each year.

ARTICLE VI - HOLIDAYS

SECTION 1 - HOLIDAYS WITH PAY

All employees shall observe the following Holidays with pay:

- | | |
|--------------------------------------|---------------------------------------|
| 1. Independence Day | *9. One-half (1/2) day New Year's Eve |
| 2. Labor Day | 10. New Year's Day |
| 3. Columbus Day | 11. Martin Luther King's Birthday |
| 4. Veterans Day | 12. Lincoln's Birthday |
| 5. Thanksgiving Day | 13. Washington's Birthday |
| 6. Friday after Thanksgiving | 14. Good Friday. |
| *7. One-half (1/2) day Christmas Eve | 15. Memorial Day |
| 8. Christmas Day | 16. One Floating Holiday |

*Necessary services shall be maintained.

SECTION 2 - SATURDAY AND SUNDAY HOLIDAYS

Holidays falling on a Saturday shall be observed on the preceding Friday and Holidays falling on a Sunday shall be observed on the succeeding Monday.

SECTION 3 - SANITATION DEPARTMENT HOLIDAY VARIANCE

When a contractual holiday falls on a Friday and the following Monday, or two holidays fall in the same week, another day shall be substituted for one of those contractual holidays. In lieu of the one-half (1/2) day holidays for Christmas Eve and New Year's Eve, all employees in the Sanitation Department shall be granted an alternate day off. Such substitution shall be mutually agreed upon by the Village and the Union. This clause pertains to the Sanitation Department.

When the Highway Department is off due to a holiday and the Sanitation Department is working, a trailer driver will work and will be provided another day off in place of the holiday. The trailer drivers will rotate this particular work and may choose to take the time earned in pay or compensatory time. If the trailer driver is away dumping a load on this day, the Lead Maintenance Mechanic-Sanitation shall supervise the dumping of the Sanitation Department trucks.

SECTION 4 - PARKING ENFORCEMENT OFFICER HOLIDAY VARIANCE

Any holiday worked by a Parking Enforcement Officer shall be paid at the rate of double time the regular rate of pay in addition to regular day's pay. Payment shall be in accordance with Article IV Section 4A.

**ARTICLE VII - MEDICAL, DENTAL, OPTICAL AND LIFE INSURANCE
AND WORKERS' COMPENSATION**

SECTION 1 - MEDICAL INSURANCE

A. The Village shall continue in full force and effect the present medical and hospital benefit plan for all employees covered by this Agreement.

All employees hired after April 27, 1994 shall pay twenty-five (25%) percent of the current health insurance premium for the first ten (10) years of employment. Beginning with the eleventh (11th) year of employment, the Village shall pay one hundred (100%) percent of the health insurance premium.

An employee hired after April 1, 2003, shall pay to the Village twenty-five (25%) percent of the current health insurance premium each year for the first ten (10) years of employment. Beginning with the eleventh (11th) year of employment, employees enrolled in the family plan shall contribute two hundred and seventeen (\$217) dollars annually and employees enrolled in the individual plan shall contribute one hundred and three (\$103) dollars annually through their fifteenth (15th) year of employment. Beginning with the sixteenth (16th) year of employment, the Village shall pay one hundred (100%) percent of the health insurance premium.

The Village reserves the right to seek alternative means of providing health insurance so long as the proposed plan is equal to or better than the plan presently in effect.

Any proposed plan must be submitted to the Union for review prior to its implementation.

In the event the parties disagree as to the level of benefits said matter shall be referred to the arbitration clause contained in this contract. It is understood that such plan shall not be implemented until an arbitrator has rendered an award.

B. Effective January 1, 2003, or as soon as possible thereafter, the Village will provide for all employees and their dependents the New York State Empire Plan with CORE plus Medical and Psychiatric Enhancements.

Any deductibles paid under POMCO/MEBCO health insurance plan from January 1, 2003, until such time as the Empire Plan is in effect will be reimbursed to the employee as soon as practicable after the change-over. The employee shall provide documentation verifying deductible payments to the Village within four (4) months of the change-over in order to be reimbursed.

For calendar year 2003, once an employee has met, in total between the two plans, the Empire Plan 2003 Employee Out-of-Pocket maximum for co-insurance, the Village will reimburse the employee for any additional co-insurance payments on a monthly basis. Documentation supporting all co-insurance payments for 2003 must be provided to the Village no later than one (1) year after the date of the change-over.

The reimbursement of health insurance deductible amounts and co-insurance amounts shall not be considered or included in an employee's annual salary rate for any purpose under the collective bargaining agreement.

C. The Village shall offer the opportunity to participate, on a voluntary basis, in a flexible spending account arrangement that will allow employees to make pre-tax contributions to be used for health insurance premium contributions, dependent care expenses, unreimbursed medical expenses, and such other expenses as permitted by applicable Internal Revenue Code provisions. The design and implementation of the terms of the flexible spending account shall be determined by the Village in consultation with CSEA.

SECTION 2 - LIFE, DENTAL AND OPTICAL INSURANCE

The Village shall provide and pay for the full premiums providing dental coverage and vision care coverage for employees and their dependents and a life insurance policy in the amount of \$25,000 for employees, payable to the employee's beneficiary.

The Village shall provide, at no cost to the employee, the First Fortis Family Dental Plan, or an equal or better plan.

The Village shall provide, at no cost to the employee, the CSEA Employee Benefit Fund Silver-12 Family Vision Plan.

SECTION 3 - WORKERS' COMPENSATION

A. Report all injuries, no matter how slight, to your supervisor immediately. He will require you to fill out a complete report on the accident as soon as possible.

Employees who are absent due to injury incurred in the course of employment shall receive full payment for the first three (3) months of such absence without charge to accumulated sick leave. The Village shall pay employee directly by regular payroll procedures and subrogate the payments employee would receive under the Workers' Compensation Law.

B. Full payment shall continue after the end of the three (3) month period mentioned in "A" above, except that for each day of continued absence, the employee shall have deducted one-half (1/2) day sick leave from his accumulated sick leave credits. This payment shall continue until one of two events occur:

1) Workers' Compensation Board determines that employee's health is sufficiently restored for employee's return to work, or that employee is permanently disabled and unable to work; or

2) Employee's sick leave accumulation has expired prior to employee's return to work. In this event, Workers' Compensation coverage will continue until employee's case is adjudicated.

C. Injuries Caused By Third Party

If employee is injured during the course of employee's work in an accident caused by a third party (i.e., someone not employed by the Village), the Workers' Compensation procedures indicated above will apply. However, in order for this benefit to apply, employee must execute the necessary legal papers to allow the Village to recover from the person responsible for employee's injury the amount paid to employee by the Village during such disability, less amounts recovered from Workers' Compensation payments.

SECTION 4

Upon retirement, the dollar value of unused sick leave divided by the actuarially determined months of life expectancy will be used to pay the employee's share of health insurance premiums.

Should the monthly amount arrived at by using the above formula not equal or exceed the employee's share of the premium at time of retirement, the employee shall have the option of continuing and maintaining his health insurance by paying the difference and the Village shall contribute towards the cost of his insurance.

The basis for sharing the premium will be as follows:

Employees who retired prior to May 30, 1987

	Family	Individual
Employer pays	35%	50%
Employee pays	65%	50%

Employees who retired between June 1, 1987 and September 10, 1990

	Family	Individual
Employer pays	50%	50%
Employee pays	50%	50%

All employees on payroll on September 10, 1990

	Family	Individual
Employer pays	75%	100%
Employee pays	25%	0%

All employees hired after September 10, 1990

	Family	Individual
Employer	50%	75%
Employee pays	50%	25%

SECTION 5 - REOPENER

A. In the event the Village and Union agree to an alternative health plan, then this Agreement shall be immediately reopened for the express purpose of discussing 100% payment of hospitalization upon retirement for employees and eligible dependents.

B. In the event that the total number of NYS Empire Plan participating providers in Westchester County decreases by fifty (50%) percent or more from the numbers as of January 1, 2003, the Village and CSEA shall negotiate the impact. In the event of a dispute as to the number of participating providers, such dispute shall be subject to the arbitration provision of Article XII. This section shall sunset on May 31, 2006.

SECTION 6 - NON-PARTICIPATION IN HEALTH INSURANCE PROGRAM

A. If an employee chooses not to participate in the health insurance coverage and provides proof of alternative health insurance coverage, the Village will grant the employee the following amounts annually:

All employees hired before April 27, 1994, and employees hired after April 27, 1994 after the tenth year of employment, and employees hired after April 1, 2003, after 15 years of employment who choose not to participate in the health insurance coverage shall receive the following annual payments in-lieu of health insurance.

Those eligible for Individual Coverage: \$2,068
Those eligible for Family Coverage \$4,344
Those employees eligible for family coverage who opt for individual coverage: \$2,276

Employees hired after April 27, 1994 during their first ten (10) years of employment, who choose not to participate in the health insurance coverage shall receive the following annual payments in-lieu of health insurance coverage:

Those eligible for Individual Coverage: \$1,551
Those eligible for Family Coverage: \$3,258
Those employees eligible for family coverage who opt for individual coverage: \$1,707

Employees hired on or after April 1, 2003, beginning in employee's eleventh (11th) year of employment through the fifteenth (15th) year of employment who choose not to participate in the health insurance coverage shall receive the following annual payments in-lieu of health insurance coverage:

Those eligible for Individual Coverage: \$2,017
Those eligible for Family Coverage: \$4,236
Those employees eligible for family coverage who opt for individual cover: \$2,225

The above amounts are payable in two equal payments in July and January, provided the employee did not participate in the Village's health plan for the immediately preceding six (6) months. These rates will take effect January 1, 2003, for payments beginning July 2003.

Nothing contained herein shall preclude a member from re-entering within the six (6) month period, subject to the plan requirements. The non-participation bonus payment shall not be considered or included in an employee's annual salary rate for the purpose under the collective bargaining agreement.

B. Employees hired on or after April 1, 2003 shall be subject to the following:

1. If an employee and his/her spouse are both employed by the Village, they shall choose which employee shall be entitled to family health insurance coverage.
2. An employee who does not participate in health insurance coverage as described in 1 above shall not be entitled to the non-participation payment.
3. Should an employee described in 1 above no longer be married to a Village employee, the employee may re-enter the plan and be treated for purposes of Article VII, Sections 1 and 4 as if the employee had commenced participation in the plan on the employee's date of appointment.
4. This provision shall sunset May 31, 2006.

ARTICLE VIII - RETIREMENT

SECTION 1 - RETIREMENT FOR EMPLOYEES HIRED PRIOR TO JUNE 30, 1973

Effective June 1, 1973, the benefits of 75-g of the Retirement and Social Security Law, known as the "25 year Career Plan", shall be extended to all employees covered by the terms of this Agreement, who were employed prior to June 30, 1973.

SECTION 2 - RETIREMENT FOR EMPLOYEES HIRED AFTER JUNE 30, 1973 AND PRIOR TO JUNE 30, 1976

Employees hired after June 30, 1973, are governed by Article XI of the Retirement and Social Security Law Sections 440 through 451.

SECTION 3 - RETIREMENT FOR EMPLOYEES HIRED AFTER JUNE 30, 1976

Employees hired after June 30, 1976, are governed by Article XV of the Retirement and Social Security Law.

SECTION 4 - 20-YEAR CAREER RETIREMENT PLAN

Effective December 2, 1987, the Village shall provide Section 75 (i) of the New York State Retirement and Social Security Law (20-Year Career Plan).

SECTION 5 - UNUSED SICK LEAVE CREDIT UPON RETIREMENT

Effective June 1, 1971, the Village adopted Section 41-j of the Retirement and Social Security Law, which allows the application of up to one hundred sixty five (165) days of accumulated unused sick leave as additional service credit upon retirement.

SECTION 6 - MILITARY SERVICE CREDIT UPON RETIREMENT

Pursuant to a resolution adopted by the Board of Trustees, the employees of the Village have been granted the right to purchase retirement credit for military service up to a maximum of 3 years, subject to the provisions of Section 41-k of the Retirement and Social Security Law, as amended.

SECTION 7 - IMPROVED DEATH BENEFIT

Effective June 1, 1972, the provisions of Section 60-b of the Retirement and Social Security Law, "Improved Death Benefit", shall be extended to the employees of the Village covered by this Agreement.

SECTION 8 - UNUSED SICK LEAVE PAY UPON RETIREMENT

The Village agrees to pay all employees, upon their retirement, a sum equivalent to one-half the difference between one hundred sixty five (165) and two hundred sixty (260) unused sick days.

ARTICLE IX - PROBATIONARY PERIOD

All non-competitive and labor class employees shall be granted the same protection under Section 75 of the Civil Service Law, insofar as such rights relate to suspension and/or removal, after completing a six (6) month probationary period. The period of probation may be extended for an additional six (6) months by the Village Manager.

ARTICLE X - WORKING CONDITIONS

SECTION 1 - WORK CLOTHING

A standard winter uniform allowance will be provided for each employee in the Department of Public Works, Parks Department, and Custodian at Village Hall. A standard summer uniform will be provided for each employee in the above stated Departments. The standard uniform outfit per year shall be: three summer uniforms, consisting of 3 short sleeved shirts, 3 tee shirts, 3 pairs of pants, and one lightweight water repellent summer jacket; three winter uniforms, consisting of 3 long sleeved shirts, 3 pairs of winter weight pants and one parka type winter jacket for Sanitation, and one 3/4 length winter jacket for all others; work shoes, which meet local safety regulations. All shirts and jackets shall carry Mamaroneck logo, whenever possible. Insulated working gloves for employees shall be provided as needed. During the term of this contract, the Village shall provide replacements of uniform complement upon return to the Department General Foreman of worn or damaged parts resulting from Village job usage. Each employee shall be provided a six hundred dollar (\$600) annual credit at a retailer selected by the Village for the purpose of

obtaining the standard uniform outfit, including work boots. Four hundred dollars (\$400) shall be credited on or before October 1 for the winter season and two hundred dollars (\$200) shall be credited on or before April 1 for the summer season.

All shirts for Highway, Parks, and Sanitation shall be safety orange in color or equivalent. Shirts for mechanics shall be navy blue. Pants and shirts will be "Dickie" or "Big Yank" brand for all employees.

All summer uniforms shall be delivered by May 1. All winter uniforms shall be delivered by October 1. If the Village is unable to comply with these deadlines, the Village shall provide the union with written documentation, including but not limited to proof of the date(s) in which the uniforms were ordered, of a good faith effort to comply with the deadlines.

The modification of the work clothing provided by the Village shall be directed to the Labor-Management Committee. Under no circumstances shall the Village be obligated to spend more money than that required to provide the work clothes noted in this Article. The Village shall provide the same clothing for all employees within a specific division in the Department of Public Works. Wherever possible, clothing shall be safety orange or an equivalent color.

With the exception of commutation, breaks, and lunch, uniforms shall not be worn off-duty without the approval of the Department Head.

SECTION 2 - FOUL WEATHER GEAR

The Village will provide foul weather gear for all employees of the Department of Public Works, such gear to include boots, pants and jacket, with hood. Pants and jackets shall be orange in color, whenever possible. Employees shall return damaged equipment for new equipment. The employee is responsible for the maintenance of the foul weather gear issued to them by the Village. The foul weather gear may only be worn during working hours.

SECTION 3 - AUTOMOBILE MECHANICS' TOOL ALLOWANCE

Effective June 1, 1999, the Village shall reimburse each Automotive Mechanic for the cost of tools, to a maximum of two hundred fifty dollars (\$250.00) per contractual year. An Automotive Mechanic shall obtain prior authorization from the Mechanic Foreman or other person designated by the General Foreman in order to obtain reimbursement. The Automotive Mechanic shall present the tool purchased to the General Foreman and shall submit a receipt in order to obtain reimbursement.

Effective June 1, 2003, the reimbursement amount shall be increased to two hundred and seventy-five (\$275) dollars.

Effective June 1, 2005, the reimbursement amount shall be increased to three hundred (\$300) dollars.

The Village shall replace personal Automotive Mechanics' tools if stolen. Broken tools shall be replaced by the Village, provided the

Automobile Mechanic furnishes the broken tool to the General Foreman or his designee. The maximum amount per calendar year for the replacement of broken tools shall be \$350.

SECTION 4 - SENIORITY

Seniority shall commence from the first date of hiring for each employee and shall be the governing factor in choice of vacation periods. In the event of a reduction in the work force, layoffs shall be made in the inverse order of seniority.

SECTION 5 - PROMOTIONS AND TRANSFERS

Promotions and transfers shall be governed by seniority and qualifications. If qualifications are found to be equal, seniority shall govern. In the event of promotion or transfer, the employee promoted or transferred shall be placed on a six (6) month trial basis. If performance in the new position is found to be unsatisfactory, as determined by management, said employee will be returned to his previous position at the end of said period, subject to the grievance and dispute procedure.

SECTION 6 - DRIVER TRAINING PROGRAM

The Village shall initiate a driving training program whereby employees may be trained in the proper use of equipment.

ARTICLE XI - ADMINISTRATIVE PROVISIONS

SECTION 1 - CSEA CONVENTION LEAVE

An elected delegate of the Union, or his duly designated alternate, may attend the State Convention of the CSEA with full pay for a maximum of eight (8) working days each year, provided the Village Manager shall have been given reasonable notice in advance of the location of such State Convention and the dates when the employee will be absent from his employment.

SECTION 2 - DEDUCTIONS

A. Dues and Insurance Deductions

The Village shall deduct from the pay of its employees such amounts as the employees may have authorized, by written instrument, to be deducted for dues, insurance, and P.E.O.P.L.E deductions payable to the Union. Such deductions shall be transmitted to such place as the Union may designate. The Union agrees to indemnify and hold harmless the Village from and with respect to any and all liability arising out of the Village's compliance with the written authorization of the employees and the transmittal of funds in the manner designated by the Union.

B. Agency Shop Fee Deduction

All employees represented by the bargaining unit who are not members of the Union, shall be required to pay to the Union an Agency Shop Fee deduction, as provided by the Civil Service Law,

which is an amount equivalent to the amount of dues payable by a member. The employer will make deductions from the wages of said employees in the same manner as members of the bargaining unit, and shall transmit such amount to the CSEA, Inc., as an Agency Shop Fee deduction.

Said employee has the right to recover any part of an Agency Shop Fee deduction which represents the employee's pro-rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment, and shall be so informed thereof by the Union.

SECTION 3 - BULLETIN BOARD POSTINGS

The Union may post notices and communications to its members on not more than three bulletin boards maintained on the premises of the Village at such places as may be mutually agreed upon by the Village Manager and the Union.

SECTION 4 - VISITATION RIGHTS

The President of the Westchester Local 860 of the CSEA, Inc., or his designated representative shall have the right to visit the premises and facilities of the Village for the purpose of adjusting grievances and administering terms of this Agreement, provided that at least four (4) hours advance notice of such visit shall have been given to the Village Manager when reasonably possible.

Such visits shall be so timed and coordinated as not to interfere with, hamper or obstruct normal Village operations.

SECTION 5 - ADMINISTRATION TIME

A Village employee elected by the Union for the purpose of adjusting grievances and administering the terms of this Agreement shall have a reasonable amount of free time from his regular duties to fulfill his obligation as such representative of the Union, provided such Union functions do not unreasonably interfere with the performance of his Village duties.

SECTION 6 - RULES AND REGULATIONS AMENDMENTS

The Village Rules and Regulations are deemed to be amended to the extent that any provision thereof is inconsistent herewith.

SECTION 7 - TITLE AND CLASSIFICATION INPUT

Whenever the Village creates new titles or classifications within the Village which are applicable to this Unit, the Unit President shall be notified and be given an opportunity to submit recommendations concerning grades and salaries for such new titles or classifications.

SECTION 8 - JOB OPENINGS AND PROMOTIONAL OPPORTUNITIES

The Unit President shall be notified in writing of any and all job openings or promotional opportunities which become available within the Village, which are applicable to this Unit. Said job openings or

promotional opportunities shall be properly posted for ten (10) working days, indicating job duties and salary, and all present employees will be given preference in filling such position before outside help is hired, unless the Village is mandated to use the Civil Service eligible list, provided the employee has the necessary skills and qualifications for the position. The salary shall be determined by adding one (1) annual increment of the employee's salary scale to the employee's present salary. Pay the lowest step in the new salary scale which is not less than the sum above.

Any employee who will be interviewed for a promotional or lateral opportunity shall be notified in writing, at least one week in advance of the time and place of the interview. The Unit President shall also receive a copy of such written communication. The Unit President and/or Vice President may be present at the interview, provided the interviewee has granted permission for said attendance. The Unit President and/or Vice President shall have no direct role in and during the interview process.

ARTICLE XII - DISPUTE PROCEDURE

Any disputes concerning the interpretation or application of the terms of this Agreement or the right claimed to exist hereunder shall be processed in accordance with the following procedure:

A. Such dispute by an employee shall be presented by him/her or by the Union representative noted in Article XI, Section 5 to the employee's immediate supervisor within ten (10) calendar days after such employee became aware or should have become aware of the existence of such dispute.

B. In the event such dispute is not resolved within five (5) working days from such presentation, it shall then be presented by the Union to the Department Head.

C. In the event such dispute is not satisfactorily resolved or adjusted at the preceding step of the procedure, then the Union shall present same to the Village Manager within five (5) working days for further discussion leading to settlement of the dispute.

D. In the event that such dispute is not settled within ten (10) days after referral to the Village Manager, or that the Village Manager has taken no action, it may be referred by either party to binding arbitration before an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then an appointment shall be made in accordance with the PEFEA, but if the Public Employment Relations Board shall fail or refuse to take jurisdiction, then arbitrators shall be appointed in the manner provided in Article 75 - CPLR.

E. Any arbitration conducted herein shall be at the joint expense of the Village and the Union.

ARTICLE XIII - MANAGEMENT RIGHTS

It is recognized that the management of the Village, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Village. Accordingly, the Village retains, consistent with the provisions of the Civil Service Law and any other applicable State, County or Village Law, the right to select and direct the working forces, to assign or transfer employees on a non-punitive basis, to determine the amount of overtime to be worked, to relieve employees from one assignment and transfer them to another assignment on a non-punitive basis, and generally to take such action and adopt such procedures as may be necessary to promote the efficiency of the Village, provided such actions and procedures are not inconsistent with the terms of this Agreement.

ARTICLE XIV - SEPARABILITY

Should any part thereof or any provisions herein contained be declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XV - LABOR-MANAGEMENT COMMITTEE

SECTION 1 - A Labor-Management Committee shall be maintained by the parties to provide an orderly procedure, outside of the grievance procedure, to discuss contractual matters of interest to the Union and the Village, and safety and health concerns and to seek a mutually agreeable resolution to those matters. If a dispute that is subject to the dispute procedure is brought to the Labor-Management Committee, the time limits stated in Article XII A shall be waived.

SECTION 2 - The Union and the Village shall, within sixty (60) days of the signing of this Agreement, establish a Labor-Management Committee comprised of: The Union President and two (2) members of the Union and not more than three (3) members appointed by the Village.

SECTION 3 - The Committee shall meet to discuss issues concerning the CSEA which are of interest to the Village and/or the Union and their possible mutually agreeable resolution. The Union or the Village may call meetings of the Labor-Management Committee when the need arises. The agenda for each meeting shall be exchanged between the Village and the Union at least two (2) weeks prior to the scheduled date of the Committee meeting.

SECTION 4 - In the event that an issue to be discussed by the Committee is a grievable issue, the time limits set forth in the dispute procedure shall be extended until the issue is reviewed and a mutual agreement regarding the issue is rendered, but in no event shall such time limits be extended for more than ninety (90) days from the date that the grievable issue was referred to the Committee for possible

resolution. This clause, however, does not prohibit an employee from using the grievance procedure as it appears in this Agreement.

ARTICLE XVI - TERM OF AGREEMENT

The term of Agreement shall be from June 1, 2002 to and including May 31, 2006, and thereafter from year to year unless one party gives notice in writing to the other party at least one hundred twenty (120) days prior to the expiration date of its intention to modify or terminate the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals that day and year first above written.

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

BY: 

John Carpino, Unit President


Ann Carroll, Labor Relations Specialist

VILLAGE OF MAMARONECK

BY: 

Leonard Verrastro, Acting Village Manager

BY: _____

VILLAGE OF MAMARONECK

June 1, 2002 - May 31, 2003

	1	2	3	4	5	6	7	8
Auto Mechanic	-	-	-	44,847	46,111	47,396	48,678	49,973
Caretaker	-	-	-	42,076	43,093	44,112	45,162	46,219
Community Outreach Worker	30,179	31,089	32,021	33,016	34,073	35,195	36,450	37,738
Coordinator of Computer Services	44,564	45,815	47,204	48,593	49,986	51,372	52,759	54,143
Heavy Motor Equipment Operator	-	-	-	44,848	46,112	47,397	48,680	49,973
Intermediate Account Clerk	39,315	40,396	41,472	42,577	43,729	45,134	46,767	47,953
Intermediate Clerk	37,251	38,136	39,021	39,907	40,792	41,683	42,561	43,959
Intermediate Stenographer	39,315	40,396	41,472	42,577	43,729	45,134	46,767	47,953
Intermediate Typist	37,251	38,136	39,021	39,907	40,792	41,683	42,561	43,959
Laborer	27,637	29,940	32,242	36,640	37,689	38,736	39,782	40,830
Maintenance Mechanic (Electrician)	-	-	-	-	-	-	-	-
Lead Maintenance Mechanic (Painter Automotive, Sanitation)	-	-	-	48,846	50,151	51,877	53,485	55,077
Maintenance Mechanic Stonemason	-	-	-	47,148	48,589	50,022	51,467	52,903
Maintenance Worker Carpenter	-	-	-	47,148	48,589	50,022	51,467	52,903
Maintenance Worker Painter	-	-	-	41,638	42,877	44,107	45,345	46,579
Motor Equipment Operator	-	-	-	43,695	44,710	45,847	46,875	47,953
Motor Equipment Operator With Stipend	-	-	-	44,271	45,411	46,622	47,778	48,963
Staff Assistant (Section 8)	-	-	-	-	-	-	-	-
Office Assistant - Automated Systems	37,251	38,136	39,021	39,907	40,792	41,683	42,561	43,959
Parks Groundsman	-	-	-	42,076	43,093	44,112	45,134	46,219
Parking Enforcement Officer	37,251	38,136	39,021	39,907	40,792	41,683	42,561	43,959
Parks Foreman	-	-	-	48,846	50,151	51,877	53,485	55,077
Purchasing Clerk	40,582	41,528	42,466	43,302	44,442	45,591	46,767	47,953
Sanitation Worker	-	-	-	42,527	43,542	44,677	45,706	46,766
Sanitation Worker Driver	-	-	-	43,695	44,710	45,847	46,875	47,953
Senior Account Clerk	41,814	42,880	44,242	45,521	46,807	48,151	49,557	50,846
Senior Auto Mechanic	-	-	-	46,637	48,063	49,480	50,907	52,328
Senior Office Assistant	-	-	-	-	-	-	-	-
Automated Systems	39,315	40,396	41,472	42,577	43,729	45,134	46,767	47,953
Senior Stenographer	42,644	43,843	45,169	46,501	47,832	49,160	50,488	51,812
Senior Typist	39,315	40,396	41,472	42,577	43,729	45,134	46,767	47,953
Sewer Maintenance Foreman	-	-	-	48,846	50,151	51,877	53,485	55,077

VILLAGE OF MAMARONECK

June 1, 2003 - May 31, 2004

	1	2	3	4	5	6	7	8
Auto Mechanic	-	-	-	46,641	47,955	49,292	50,626	51,972
Caretaker	-	-	-	43,759	44,816	45,877	46,969	48,067
Community Outreach Worker	31,386	32,332	33,302	34,337	35,435	36,603	37,909	39,248
Coordinator of Computer Services	46,346	47,648	49,092	50,537	51,985	53,427	54,869	56,309
Heavy Motor Equipment Operator	-	-	-	46,642	47,958	49,293	50,627	51,972
Intermediate Account Clerk	40,888	42,012	43,131	44,280	45,478	46,940	48,638	49,871
Intermediate Clerk	38,741	39,662	40,582	41,504	42,424	43,350	44,264	45,717
Intermediate Stenographer	40,888	42,012	43,131	44,280	45,478	46,940	48,638	49,871
Intermediate Typist	38,741	39,662	40,582	41,504	42,424	43,350	44,264	45,717
Laborer	28,742	31,138	33,532	38,106	39,197	40,286	41,373	42,463
Maintenance Mechanic (Electrician)	-	-	-	-	-	-	-	-
Lead Maintenance Mechanic (Painter Automotive, Sanitation)	-	-	-	50,799	52,157	53,952	55,625	57,280
Maintenance Mechanic Stonemason	-	-	-	49,034	50,533	52,023	53,526	55,019
Maintenance Worker Carpenter	-	-	-	49,034	50,533	52,023	53,526	55,019
Maintenance Worker Painter	-	-	-	43,304	44,592	45,872	47,159	48,442
Motor Equipment Operator	-	-	-	45,443	46,498	47,681	48,750	49,871
Motor Equipment Operator With Stipend	-	-	-	46,042	47,228	48,487	49,689	50,921
Staff Assistant (Section 8)	-	-	-	-	-	-	-	-
Office Assistant Automated Systems	38,741	39,662	40,582	41,504	42,424	43,350	44,264	45,717
Parks Groundsman	-	-	-	43,758	44,816	45,877	46,940	48,067
Parking Enforcement Officer	38,741	39,662	40,582	41,504	42,424	43,350	44,264	45,717
Parks Foreman	-	-	-	50,799	52,157	53,952	55,625	57,280
Purchasing Clerk	42,205	43,189	44,165	45,034	46,220	47,414	48,638	49,871
Sanitation Worker	-	-	-	44,228	45,283	46,464	47,534	48,658
Sanitation Worker Driver	-	-	-	45,443	46,498	47,681	48,750	49,871
Senior Account Clerk	43,487	44,595	46,012	47,342	48,679	50,077	51,540	52,880
Senior Auto Mechanic	-	-	-	48,502	49,986	51,460	52,943	54,422
Senior Office Assistant Automated Systems	40,888	42,012	43,131	44,280	45,478	46,940	48,638	49,871
Senior Stenographer	44,350	45,596	46,975	48,361	49,745	51,126	52,507	53,884
Senior Typist	40,888	42,012	43,131	44,280	45,478	46,940	48,638	49,871
Sewer Maintenance Foreman	-	-	-	50,799	52,157	53,952	55,625	57,280

VILLAGE OF MAMARONECK

June 1, 2004 - May 31, 2005

	1	2	3	4	5	6	7	8
Auto Mechanic	-	-	-	48,390	49,753	51,140	52,524	53,921
Caretaker	-	-	-	45,400	46,497	47,597	48,730	49,870
Community Outreach Worker	32,563	33,545	34,551	35,625	36,764	37,976	39,330	40,719
Coordinator of Computer Services	48,084	49,434	50,933	52,432	53,935	55,430	56,927	58,420
Heavy Motor Equipment Operator	-	-	-	48,391	49,755	51,142	52,525	53,921
Intermediate Account Clerk	42,421	43,587	44,748	45,941	47,183	48,700	50,462	51,742
Intermediate Clerk	40,194	41,149	42,104	43,060	44,015	44,976	45,924	47,432
Intermediate Stenographer	42,421	43,587	44,748	45,941	47,183	48,700	50,462	51,742
Intermediate Typist	40,194	41,149	42,104	43,060	44,015	44,976	45,924	47,432
Laborer	29,820	32,305	34,790	39,535	40,667	41,796	42,925	44,055
Maintenance Mechanic (Electrician)	-	-	-	-	-	-	-	-
Lead Maintenance Mechanic (Painter Automotive, Sanitation)	-	-	-	52,704	54,113	55,975	57,711	59,428
Maintenance Mechanic Stonemason	-	-	-	50,873	52,428	53,974	55,533	57,083
Maintenance Worker Carpenter	-	-	-	50,873	52,428	53,974	55,533	57,083
Maintenance Worker Painter	-	-	-	44,927	46,264	47,592	48,927	50,258
Motor Equipment Operator	-	-	-	47,147	48,242	49,469	50,578	51,742
Motor Equipment Operator With Stipend	-	-	-	47,769	48,999	50,305	51,552	52,831
Staff Assistant (Section 8) Office Assistant	-	-	-	-	-	-	-	-
Automated Systems	40,194	41,149	42,104	43,060	44,015	44,976	45,924	47,432
Parks Groundsman	-	-	-	45,399	46,497	47,597	48,700	49,870
Parking Enforcement Officer	40,194	41,149	42,104	43,060	44,015	44,976	45,924	47,432
Parks Foreman	-	-	-	52,704	54,113	55,975	57,711	59,428
Purchasing Clerk	43,788	44,809	45,821	46,723	47,953	49,193	50,462	51,742
Sanitation Worker	-	-	-	45,887	46,982	48,206	49,317	50,482
Sanitation Worker Driver	-	-	-	47,147	48,242	49,469	50,578	51,742
Senior Account Clerk	45,118	46,267	47,737	49,118	50,505	51,955	53,472	54,863
Senior Auto Mechanic	-	-	-	50,321	51,860	53,389	54,929	56,462
Senior Office Assistant Automated Systems	42,421	43,587	44,748	45,941	47,183	48,700	50,462	51,742
Senior Stenographer	46,013	47,306	48,737	50,174	51,611	53,043	54,476	55,905
Senior Typist	42,421	43,587	44,748	45,941	47,183	48,700	50,462	51,742
Sewer Maintenance Foreman	-	-	-	52,704	54,113	55,975	57,711	59,428

VILLAGE OF MAMARONECK

June 1, 2005 - May 31, 2006

	1	2	3	4	5	6	7	8
Auto Mechanic	-	-	-	50,205	51,619	53,058	54,494	55,943
Caretaker	-	-	-	47,102	48,241	49,382	50,558	51,740
Community Outreach Worker	33,784	34,803	35,847	36,961	38,143	39,400	40,805	42,246
Coordinator of Computer Services	49,887	51,288	52,843	54,398	55,957	57,509	59,062	60,611
Heavy Motor Equipment Operator	-	-	-	50,206	51,620	53,059	54,495	55,943
Intermediate Account Clerk	44,012	45,222	46,426	47,663	48,952	50,526	52,354	53,682
Intermediate Clerk	41,702	42,692	43,683	44,675	45,666	46,662	47,646	49,210
Intermediate Stenographer	44,012	45,222	46,426	47,663	48,952	50,526	52,354	53,682
Intermediate Typist	41,702	42,692	43,683	44,675	45,666	46,662	47,646	49,210
Laborer	30,939	33,517	36,094	41,017	42,192	43,364	44,534	45,707
Maintenance Mechanic (Electrician)	-	-	-	-	-	-	-	-
Lead Maintenance Mechanic (Painter Automotive, Sanitation)	-	-	-	54,681	56,142	58,074	59,875	61,656
Maintenance Mechanic Stonemason	-	-	-	52,781	54,394	55,998	57,616	59,223
Maintenance Worker Carpenter	-	-	-	52,781	54,394	55,998	57,616	59,223
Maintenance Worker Painter	-	-	-	46,612	47,999	49,376	50,762	52,143
Motor Equipment Operator	-	-	-	48,915	50,051	51,324	52,475	53,682
Motor Equipment Operator With Stipend	-	-	-	49,560	50,836	52,192	53,486	54,812
Staff Assistant (Section 8) Office Assistant	-	-	-	-	-	-	-	-
Automated Systems	41,702	42,692	43,683	44,675	45,666	46,662	47,646	49,210
Parks Groundsman	-	-	-	47,101	48,241	49,382	50,526	51,740
Parking Enforcement Officer	41,702	42,692	43,683	44,675	45,666	46,662	47,646	49,210
Parks Foreman	-	-	-	54,681	56,142	58,074	59,875	61,656
Purchasing Clerk	45,430	46,489	47,539	48,475	49,752	51,037	52,354	53,682
Sanitation Worker	-	-	-	47,608	48,743	50,014	51,166	52,375
Sanitation Worker Driver	-	-	-	48,915	50,051	51,324	52,475	53,682
Senior Account Clerk	46,810	48,002	49,527	50,959	52,398	53,904	55,477	56,920
Senior Auto Mechanic	-	-	-	52,208	53,805	55,392	56,988	58,580
Senior Office Assistant Automated Systems	44,012	45,222	46,426	47,663	48,952	50,526	52,354	53,682
Senior Stenographer	47,739	49,080	50,565	52,056	53,546	55,033	56,519	58,001
Senior Typist	44,012	45,222	46,426	47,663	48,952	50,526	52,354	53,682
Sewer Maintenance Foreman	-	-	-	54,681	56,142	58,074	59,875	61,656