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Title: **Rye, City of and City of Rye Public Works Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Westchester Local 860 (2004)**

Employer Name: **Rye, City of**

Union: **City of Rye Public Works Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Westchester Local 860**

Effective Date: **01/01/04**

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**AGREEMENT
 BETWEEN
 CITY OF RYE, NEW YORK
 AND
 CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.
 LOCAL 1000, AFSCME, AFL-CIO, WESTCHESTER LOCAL 860
 BY THE
 CITY OF RYE PUBLIC WORKS UNIT**

AGREEMENT made and entered into this 10 day of April, 2003, effective January 1, 2004, by and between the CITY OF RYE, a municipal corporation located in the County of Westchester, State of New York, (hereinafter referred to as the "Employer"), and the CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, WESTCHESTER LOCAL 860, by the CITY OF RYE PUBLIC WORKS UNIT, (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Employer has previously recognized the Association as the exclusive representative of all full-time, permanent, non-supervisory employees of the Employer in the Departments of Public Works and Recreation, including all caretakers in other departments of the City, for the purpose of negotiating collectively with the City, the terms and conditions of employment of said employees, as more fully set forth by a resolution adopted by the City Council of the City of Rye on November 15, 1967; and

WHEREAS, the Association has affirmed and hereby reaffirms, that it will not violate any section of the Taylor Law during the term of this agreement; and

WHEREAS, a written agreement between the parties will expire on December 31, 2003, and the parties have met and negotiated new terms of employment in good faith; and

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in section 200 of the Civil Service Law;

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed between the parties hereto as follows:

**ARTICLE I
 RECOGNITION**

The Employer recognizes the Association as the exclusive representative of all full-time, permanent or provisional non-supervisory employees of the Employer in the Departments of Public Works and Recreation, except those employees occupying clerical or stenographic positions within these departments, but including all employees occupying the positions of Caretaker, Parking Enforcement Officer, Parking Enforcement Officer/School Crossing Guard, Recreation Leader, and Assistant Building Inspector in other departments of the City, in all matters pertaining to salaries, benefits and other conditions of employment, in accordance with Section 204 of the Civil Service Law, for the period commencing January 1, 2004, and ending December 31, 2006.

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NYS PUBLIC EMPLOYMENT
 RELATIONS BOARD

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ARTICLE II
DUES DEDUCTION

1. The Employer agrees to deduct from all regular employees who are members of the Association covered by this agreement, dues and insurance charges of the local unit, and agrees to remit the same to CSEA, Inc., 143 Washington Avenue, Albany, New York, provided a written authorization therefore is filed by each employee with the City Comptroller, as required by Section 93 and 93-b of the General Municipal Law, on a form approved by the parties to this agreement. The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

2. Agency Shop Fee Deduction.

All employees who are included in the bargaining unit but who are not members of the Association shall be required to pay to the Union an Agency Shop Fee as provided by Civil Service Law, which is an amount equivalent to the amount of dues payable by a member of the Association. The Employer will make deductions from the wages of said employees and transmit them in the same manner as specified in Article II, Section 1, as an Agency Shop Fee deduction. The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

ARTICLE III
SALARIES AND WAGES

1. Pay Plan.

The pay plan for all employees in the unit for the calendar years 2004 - 2006 shall be as follows:

A. Effective January 1, 2004, the salary plan in effect for 2003 shall be increased by 2.75% on each step, exclusive of longevity steps.

B. Effective January 1, 2005, the salary plan in effect for 2004 shall be increased by 3.0% on all steps, exclusive of longevity steps.

C. Effective January 1, 2006, the salary plan in effect for 2005 shall be increased by 3.25% on all steps, exclusive of longevity steps.

E. For employees hired after January 1, 1977, advancement to a higher salary level (incremental steps) shall be based upon a positive evaluation of work performance. Failure to advance on the salary steps (incremental step) shall not be subject to the Grievance Procedure, but any employee not advanced to a higher salary level (incremental step) shall be entitled, upon request, to a conference meeting with the City Manager and the Association Representative.

2. Longevity.

A. The longevity feature of the pay plan for the Employer shall continue to be based on total service with the Employer rather than service in a position. Eligibility for longevity payments for all employees shall be based on total years of service with the City, determined by the employee's date of provisional or permanent hiring.

B. For employees on the payroll prior to January 1, 1977, the following annual longevity payments shall be made as an addition to base salary:

- | | | |
|----|---|-------|
| 1. | At the completion of 10 years of service, an additional | \$600 |
| 2. | At the completion of 15 years of service, an additional | \$630 |
| 3. | At the completion of 20 years of service, an additional | \$660 |

C. Employees currently receiving different longevity payments shall continue to receive such longevity payments as provided in the 1976 pay plan. Future longevity payments shall be subject to the appropriate amount, for years of service, as specified in Section B of this Article.

D. The following annual longevity payments shall be made as an addition to base salary for employees on the payroll hired on or after January 1, 1977:

- | | | |
|----|---|-------|
| 1. | At the completion of 10 years of service, an additional | \$500 |
| 2. | At the completion of 15 years of service, an additional | \$500 |
| 3. | At the completion of 20 years of service, an additional | \$500 |

ARTICLE IV
OVERTIME

A. All employees in the Public Works and Recreation negotiating unit, except those in stenographic and clerical positions, will be paid overtime for all hours worked in excess of the individual's regular scheduled 8 hours in any work day at the rate of 1½ times the hourly equivalent of the annual salary, except that overtime will be paid at 2 times such hourly equivalent for all hours worked on any Sunday, unless part of the scheduled work week or holiday specified in this agreement.

B. If an employee desires, and the department head agrees, he may have compensatory time off, where reasonably feasible, in lieu of overtime pay. Said compensatory time shall be calculated at the rate at which it is earned on 1½ time rate or double time rate. Employees may accumulate seven (7) days of such compensatory time during any quarter of the year. Employees must, however, select whether they are to receive overtime remuneration in money or compensatory time at the time the overtime takes place. If an employee elects to receive compensatory time off in lieu of overtime pay, it shall be scheduled subject to the approval of the department head. Compensatory time may not be taken in less than two hour (1/4 day) segments unless approved by the department head. Such compensatory time earned between November and April shall be used by June 1, and compensatory time earned between May and October shall be used by January 1. This paragraph is not intended to alter the work day/work week of unit employees as defined in Article VI of this Agreement.

C. For purposes of calculation, monetary overtime will be calculated and paid on the basis of actual salary earned, including any longevity payments, and compensatory overtime shall be calculated at the rate at which it is earned.

D. For the purpose of overtime eligibility and compensation, authorized time off, regardless of its form, shall be considered to be time actually worked.

E. Overtime work shall be offered to all employees within the bargaining unit on a fair and equitable basis, subject to the reasonable needs of the department, provided however that the present practice of assigning men with specialized training to overtime work shall continue. Specialized training for overtime work shall be defined as including, but not limited to, work attending to sewer breaks/backups, tree removal, sewage transfer (pump station), traffic light repairs and automobile repairs.

F. There shall be two (2) established charts for the distribution of overtime - one (1) chart covering the period of April 1 through September 30, and one (1) chart covering the period of October 1 through March 31. For all overtime that does not require specialized training, the following shall occur: As presently practiced, all employees in Public Works shall continue to be part of the "watch crew" system, i.e., three (3) separate watch crews who are designated by the City to be available every third (3rd) week.

G. The overtime chart shall be posted in the Garage and kept up to date on a bi-weekly basis. The chart shall include a record of an employee's refusal or unavailability to accept each overtime assignment. The name of any employee who refuses or is unavailable for overtime when called shall be placed at the bottom of the list. The provisions of this subsection (G) and any disputes arising thereunder shall not be subject to the Grievance Procedure, Article XXV, in this contract.

ARTICLE V **TRAVEL-TIME PAY**

When an employee is recalled to work for emergency purposes after a regular workday, he or she shall be paid for the time actually worked (three-hour minimum), plus one-hour travel time at the applicable rate of pay.

ARTICLE VI **WORK DAY/WORK WEEK**

A. Except as may have been agreed upon in the past between certain employees and the Employer, and except as may be mutually agreed upon in writing between the Association and the Employer in the future, the normal work day/work week for employees in the bargaining unit is 8 hours per day, 40 hours per week. The normal workday shall be 7:30 A.M. until 4:00 P.M., with a 30 minute unpaid meal period, Monday through Friday, all year round.

B. It is mutually understood that many City services and activities require employees in the bargaining unit to work at times other than the normal work day/work week and that the City will continue to assign employees to differing work days and work hours accordingly.

ARTICLE VII
CONTINUOUS WORK HOURS

If an employee has been working fourteen (14) or more consecutive hours, he may request a rest period of not more than four (4) hours without pay, except in an emergency, and any work subsequently performed that day will be compensated at the employee's applicable overtime rate of pay up to the beginning of the employee's next regular work day.

ARTICLE VIII
PROBATIONARY EMPLOYEES AND SENIORITY

A. All employees in the non-competitive and labor class in the Public Works and Recreation negotiating unit will originally be appointed for a six months' probationary period. Upon the completion of such probationary period to the satisfaction of the department head, they will have the same rights as employees in the competitive class under the Civil Service Law, insofar as such rights relate to reduction in force, suspension or removal. Additionally, the Unit President shall be notified, in writing, of any disciplinary charges preferred against a member of the bargaining unit.

B. Seniority shall commence from the first day of hiring and shall prevail in establishing vacation priorities on the basis of seniority in the various classifications. In the event of a layoff or abolition of position for non-competitive and labor class employees, such layoff or abolition shall occur in the inverse order of seniority.

ARTICLE IX
ANNUAL LEAVE

Annual leave for employees in the bargaining unit shall be granted as follows:

A. All permanent full-time employees are entitled to annual leave.

B. Annual leave may not be taken without prior approval of the appropriate department head and the department head shall not unreasonably refuse such requests. Employees shall request annual leave at least 24 hours in advance, unless waived by the department head. The City reserves the right to limit the number of persons on leave at any given time by department and job title and the right to deny all annual leave during various seasonal periods by department and job assignment. By January 1 of each year, a schedule will be prepared for each department or group of departments whose vacations are coordinated, establishing tentative vacation slots that will be allowed. During the month of January, employees will select vacations by seniority. After February 1 of each year, vacations would be assigned on a first request basis.

C. Annual leave may be taken in segments with the approval of the appropriate department head and department heads may require it to be so used if the interests of the City so require.

D. Annual leave entitlement is determined by the date of starting service with the City and is based on continuous service.

E. Annual leave must be taken during the twelve month period following the twelve month period during which it is earned; except that, with the approval of the City Manager, annual leave

may be accumulated to a total of thirty-six days by employees who have been in continuous City service for at least ten years.

F. The minimum period of annual leave that may be allowed is ¼ day increments.

G. An employee separating from City service with annual leave to his credit is to be paid the value of said leave in a lump sum payment.

H. For all employees in the bargaining unit on the payroll prior to January 1, 1977, annual leave shall be:

1. Twelve working days after employment for one year.
2. Twenty working days after employment for five years.
3. Twenty-five days of annual leave after employment for twenty years.

I. For all employees hired on or after January 1, 1977, annual leave shall be:

1. Ten working days after employment for one year. However, employees who have completed six months probationary period shall be allowed to request up to five days vacation, the total amount of which will be deducted from the ten day allowance of one year's employment.
2. Fifteen working days after employment for five years.
3. Twenty working days after employment for ten years.
4. Twenty-five working days after employment for twenty years.

**ARTICLE X
HOLIDAYS**

All permanent, full-time employees are entitled to the following holidays:

- | | |
|----------------------------------|------------------------------------|
| 1. New Year's Day | 8. Election Day |
| 2. Martin Luther King's Birthday | 9. Veterans Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Memorial Day | 11. Day following Thanksgiving Day |
| 5. Independence Day | 12. Christmas Day |
| 6. Labor Day | 13. Floating Holiday |
| 7. Columbus Day | |

Holidays that occur on Sundays will be observed the following Monday. Holidays that occur on Saturdays will be observed the preceding Friday.

The Floating Holiday cannot be carried over from year to year. The employee shall request the holiday at least 24 hours in advance, and the City reserves the right to limit the number of persons on leave.

ARTICLE XI
SICK LEAVE

Sick leave will be provided to all regular, full-time employees in the bargaining unit as follows:

A. All permanent, full-time employees are entitled to sick leave when incapacitated for duty by sickness, injury, pregnancy and confinement, medical, dental or optical treatment.

B. For employees in the bargaining unit on the payroll prior to January 1, 1977, sick leave is earned at the rate of 1¼ day per month of employment, up to a maximum accumulation of 365 days.

C. For employees in the bargaining unit hired on or after January 1, 1977, sick leave is earned at the rate of 1¼ day per month of employment, up to a maximum accumulation of 200 days.

D. Members of the bargaining unit shall, upon retirement, receive credit of up to 165 days of additional service retirement credit for unused sick leave, pursuant to the provisions of Section 41-j of the Retirement and Social Security Law.

E. Employees who request sick leave shall notify their supervisors within one hour of starting time. Such notification must be given on the first day of absence. Failure to give sick notice may result in the absence being charged to annual leave or a forfeiture of pay, as the circumstances justify or as determined by the department head. The department head must approve sick leave for medical, dental or optical treatment in advance unless an emergency situation is involved.

F. Sick leave in excess of two days shall be supported by a medical certificate, or medical proof. When a medical certificate can not reasonably be obtained for sick leave of two days or more, an affidavit by the employee relating the facts that required the absence may be substituted for a medical certificate at the discretion of the department head.

G. Sick leave certificates must be signed by a registered physician certifying as to the period of disability, examination or treatment.

H. The minimum period of sick leave that may be allowed is ¼ day.

I. A doctor's certificate or other medical proof satisfactory to the City may, at the option of the City, be required of any employee returning from sick leave as proof of such employee's fitness for work.

J. An employee returning from sick leave may, at the option and expense of the City, be required to undergo a physical or mental examination, by a physician chosen by the City, to determine such employee's fitness to return to work. If any dispute should arise between the employee's physician and the City's physician, such dispute shall be subject to a determination by a third physician, chosen mutually by the first two physicians, and the cost of said medical examination shall be borne equally by both parties. Such decision shall be final and binding on both parties.

K. In cases of serious disability or ailment and when the exigency of the situation so requires, sick leave may be extended for a period not to exceed thirty days, upon prior approval of the

City Manager, and such extended period shall be deducted from such sick leave as may accrue after the employee returns to work. An application for an extension of sick leave must be supported by a medical certificate.

L. When requesting time off to attend a doctor's appointment, the employee must show a doctor's appointment card to his immediate supervisor before being allowed to leave for the appointment. If a doctor's appointment card is not available, the employee's supervisor shall call the doctor to verify the employee's appointment.

M. After an employee exhausts all of the sick leave eligibility allowed him under the terms of this agreement, he may further extend his sick leave in Workers' Compensation cases or disability leave cases by utilizing his annual leave to further extend his sick leave.

N. Sick leave pay shall be pro-rated as provided for in Article XVI, paragraph E, and Article XVIII, Paragraph D, of this Agreement.

O. Incentive Sick Leave Program.

1. The City will make cash payments annually for unused sick leave according to the following schedule:

<u>Sick Days Taken</u>	<u>Bonus Hours</u>
0	24
1	20
2	16
3	12
4	8
5 or more	0

2. Cash payments will be made according to an equivalent hourly rate determined by dividing the annual base salary by 2,080 hours. Payment will be made on or about December 15 of each year.

3. Benefits under this program are based on attendance from December 1 each year through November 30 of the following year. The bonuses will be awarded eligible employees who are on the payroll on November 30 and who are continuously employed by the City for the year immediately preceding that date.

4. The intent of this program is to reward individuals who have outstanding attendance records. Each unpaid absence, not previously approved prior to a scheduled workday, will be considered as a sick day taken for purposes of computing this benefit.

P. Employees covered by this agreement who retire with a minimum of twenty (20) years of employment with the City of Rye shall receive payment for any unused sick leave accumulated in excess of 165 days, up to 200 days (maximum of 35 days), at their daily rate of pay, if such employee utilized no more than 10 days of sick leave during his/her last 12 months of employment. An employee

who utilizes more than 10 days of sick leave during his/her last 12 months of employment shall be entitled, upon request, to a conference with the City Manager and the Association representative. The City Manager may waive the ten-day limit if it is determined that extenuating circumstances exist and based upon a review of sick leave usage over the employee's career. The determination of the City Manager shall be final and shall not be subject to the Grievance Procedure.

ARTICLE XII **TUITION REIMBURSEMENT**

The Employer shall budget \$6,000 annually for job related course work. The \$6,000 annual allocation shall be available jointly to members of this collective bargaining unit and members of the Clerical Unit. Funds will be available for reimbursement or partial reimbursement of employees' expenses for tuition, registration and course materials up to a maximum of \$1,000 per employee per year, to a total of \$6,000 for the two units per year. Advance notice of intent to register for each course must be given to the City Manager, along with an estimate of cost, and it must successfully be completed (C or better for college courses) by the employee to be eligible to the extent not covered by other reimbursement programs for which the employee would be eligible and of which the employee has knowledge. If reimbursement claims for a calendar year should exceed \$6,000, funds will be pro-rated among eligible employees.

For the purpose of this article, job-related course work shall include in-service staff training, degree programs to accredited institutions of higher learning, programs presented through BOCES or school district continuing education programs, or any other recognized educational institutions.

ARTICLE XIII **PERSONAL LEAVE**

Each member shall be entitled to five days personal leave annually. Such personal leave may be granted by the Foreman or Superintendent, which shall not be unreasonably withheld. Personal leave, which is unused at the end of each calendar year, shall be added to the employee's sick leave accruals, subject to the maximum accumulation established by Article XI, B and C. Personal leave may be taken in one-quarter (¼) day increments. New employees shall not be entitled to use personal leave during the six-month probationary period.

ARTICLE XIV **BEREAVEMENT LEAVE**

A. Bereavement leave for scheduled work days lost from work to a maximum of five (5) consecutive and uninterrupted work days will be granted to an employee in the bargaining unit for which he/she will be paid his/her hourly rate at eight (8) hours per day in the event of a death in the immediate family so that the employee may make household adjustments, funeral and burial arrangements and so that he/she may attend funeral services. The term "immediate family" is defined as spouse, child, father, mother, sister and brother. A maximum of three (3) consecutive and uninterrupted work days will be granted to an employee in the event of death of Aunt, Uncle, grandparent, grandchild, brothers-in law, sisters-in-law, parents-in-law, grandparents-in-law, step-children, step-grandchildren, step-brothers, step-sisters, step-parents, step-grandparents, step-brothers-in-law, step-sisters-in-law, and step-parents-in-law.

B. No prior approval is required for bereavement leave, but the department head shall be notified as soon as conveniently possible.

C. Additional bereavement time may be granted by and at the sole discretion of upon the department head. Such additional time shall be taken as authorized leave without pay, or, at the option of the employee, charged against any other accrued and available time, including but not limited to compensatory time, vacation leave, personal leave and/or sick leave. Sick leave used as bereavement leave shall not be charged against the employee for the purpose of calculating cash payments for unused sick leave.

ARTICLE XV COURT LEAVE

A. All permanent, full-time employees are entitled to court leave.

B. Court leave shall be granted for attendance in court for jury duty. Employees are not required to remit to the City the per diem compensation or transportation allowances received for jury duty.

C. Employees requiring court leave must notify their supervisors in advance and, following the leave, must submit evidence of the court attendance, including the time involved.

D. Employees called for jury duty shall participate in any on-call procedure instituted by the Courts.

ARTICLE XVI WORKERS' COMPENSATION LEAVE

A. All full-time, permanent employees of the City of Rye within the bargaining unit who are disabled as a result of an injury arising out of and in the course of their employment (except when such injury is occasioned solely by intoxication or failure to use safety equipment provided by the City and issued as needed to the injured employee, or by willful intention of the injured employee to bring about injury to himself or another) shall be paid the full amount of their regular salary, or wages, until their disability therefrom has ceased, but for a period not to exceed 75 working days. After the employee has been disabled for 20 working days, the City can at its sole discretion and expense, schedule and independent medical examination for the employee from a list of mutually agreeable doctors to make a determination as to the employees ability to return to duty, whose decision shall be binding. Employees may be assigned to light duty at the discretion of the Superintendent of Public Works if such assignment is supported by the IME or the employees physician. In the event that the injured employee receives compensation for his loss during his disability, he must reimburse the City of Rye for the salary or wages paid during his disability. In the event that the Independent Medical Examiner determines that the period of disability must extend beyond 75 working days, the City Manager shall extend additional workers compensation leave in increments of 25 working days up to the one-work year maximum provided by the Civil Service Law.

B. An employee with a Workers' Compensation claim who is required to visit a doctor for further examination need not take one-half day sick leave but will be given actual time off as needed to attend the appointment.

C. Employees who have made claims for Workers' Compensation benefits and who seek to return to their job after being absent from work for any period of time shall be required to produce a written doctor's certificate, indicating that the employee is able to return to work and stating whether there are any restrictions as to the work that can be performed and whether the employee can return to his or her normal work load. The employee shall be allowed to return to work only after receiving written approval to return from the department head.

D. In no case shall any combination of disability or compensation payments exceed the regular daily compensation of an employee.

E. Sick leave pay shall be pro-rated based on the compensation payments received by the City, in accordance with the provisions of Section 237 of the Workers' Compensation Law.

F. In 2001, a committee consisting of three members of management and three members of the Union will meet to review Workers Compensation Practices and come to agreement on new language for this section of the contract.

ARTICLE XVII **GENERAL LEAVE REGULATIONS**

The following provisions shall be applicable to all types of leave provided for in this Agreement:

A. Leave shall accrue while employees are in a leave-with-pay status.

B. Leave shall not accrue during periods of disciplinary suspension in excess of three days.

C. Unavoidable absence from duty of one-half hour or less and tardiness shall be handled administratively by excuse for adequate reason, requiring time to be made up, disciplinary action, or charged against annual leave, as may be determined by the department head or City Manager.

ARTICLE XVIII **DISABILITY INSURANCE**

A. The Employer shall provide the disability benefit under the New York State Disability Insurance Program for all bargaining unit employees. The City shall be reimbursed for any advance payment of wages and benefits to such employee, in accordance with the provisions of Section 237 of the Worker's Compensation Law.

B. In no case shall any combination of disability payments and the employee's salary exceed the regular daily compensation of such employee.

C. After the exhaustion of all sick leave accruals and extensions under this contract, all payments of disability insurance shall go directly to the employee.

D. Sick leave pay shall be prorated, based on the disability payments received by the City, in accordance with the provisions of Section 237 of the Worker's Compensation Law.

ARTICLE XIX
RETIREMENT PLAN

The Employer agrees to continue contributions to the pension accumulation fund of the New York State Retirement System, pursuant to the provisions of Section 75-i of the Retirement and Social Security Law.

ARTICLE XX
HEALTH PLAN

A. The Employer shall continue to participate in the Municipal Employee Benefits Consortium (MEBCO). Effective January 1, 1999, health benefits shall be provided under the Alternate MEBCO Plan. The Employer shall pay, during the term of this agreement, 100 per cent of the cost of the premium of those employees of the Employer in the bargaining unit hired prior to January 1, 1990 and 100 per cent of such premium for coverage of dependents of such employees. Employees hired on or after January 1, 1990 will contribute 25% of the cost of such health insurance premiums. The contribution will not exceed 4% of the employee's base annual salary. The Employer shall continue to provide full premium payments for retired City employees of the bargaining unit and their dependents during the lifetime of the retired employee provided they have retired with a minimum of ten years of service to the City of Rye.

B. The Association agrees that the Employer shall have the option to request discussions with the Association on any proposed change in the health insurance plan. This request shall not be unnecessarily denied.

C. Upon mutual consent of the City and the CSEA, the Employer shall have the right to change health insurance carriers based on the following conditions:

1. Any anticipated change shall be brought to the CSEA at least 45 days in advance to allow review of benefits.

2. All benefits shall be equivalent, if not greater, than benefits currently enjoyed by the employees under the current health plan.

3. In the event of diminished benefits, the CSEA has the right to go directly to arbitration to recover the difference in payments. Such costs of arbitration to be split equally between the CSEA and the City.

ARTICLE XXI
DENTAL PLAN

The Employer shall pay up to 70% of the cost of a family plan, and 100% of the cost of an individual plan per participating employee, prorated from the employee's effective date of coverage, for the purpose of purchasing a dental insurance program covering bargaining unit employees and/or their dependents. The Association shall provide the City Comptroller with proof of the existence of participating employees as a condition of any payment by the City.

ARTICLE XXII
VISION CARE PLAN

The Employer will provide the CSEA employee benefit fund family vision plan to all members of the bargaining unit at a cost not to exceed \$128.28 per year per employee. Effective January 1, 1999, the Employer's cost for the Vision Care Plan shall not exceed \$144.18 per year, per employee.

ARTICLE XXIII
DEATH BENEFIT

The Employer will continue to provide the death benefit provided for, pursuant to the provisions of Section 60-b of the Retirement and Social Security Law.

ARTICLE XXIV
TIME OFF FOR ASSOCIATION REPRESENTATIVES

A. If the delegate of the Association is a Public Works or Recreation negotiating unit employee, such delegate will be permitted to attend the State organizational convention of the Civil Service Employees' Association, Inc., not exceeding twice per year, with pay on a straight time basis and with a limit of 8 hours per day. Such employee shall submit a written application for the time off in advance, and the number of days to be allowed for such purpose shall be determined by the supervisor in advance.

B. If the President of the City of Rye Unit is a Public Works or Recreation negotiating unit employee, he/she will endeavor to handle all matters of the Association during the lunch period, or before or after working hours, except that when it is necessary to telephone, or in an emergency to visit members of the Association at a location other than the one at which the President is working, he/she shall obtain the permission of his/her supervisor which permission will not be unreasonably denied, and he/she will be given reasonable time off to attend to such matter.

ARTICLE XXV
GRIEVANCE PROCEDURE

1. Definitions.

As used herein, the following terms shall have the following meanings:

A. "Employee" shall mean any person directly employed and compensated by the City of Rye.

B. 1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the City of Rye, or a department thereof, by an employee or a representative of the City which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter involving any employee's rate of compensation, excepting employees who were on the payroll prior to January 1, 1977, who are denied pay increments on their anniversary dates when they are eligible for consideration for such increments, retirement benefits, disciplinary proceeding, failure or refusal to advance any employee on the salary steps set forth in Article III, 1, C, of this Agreement, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, including but not limited to Section 75 of the Civil Service Law.

2. The definition of Grievance is modified to include that nothing in this Agreement shall in any way prohibit the City from discharging or otherwise disciplining any employee for just cause. Grounds for discharge or discipline shall include, but are not limited to, fighting on the job, drinking or drunkenness on the job, use or possession of non-prescription, habit-forming or narcotic drugs on the job, dishonesty, careless use or abuse of City property, insubordination or negligence in the performance of duties, or incompetence.

3. Matters involving dismissal shall be subject to the provisions of Section 75 of the Civil Service Law and are not subject to the Grievance Procedure. In matters not involving dismissal, disciplinary action may be taken subject to the Grievance Procedure.

C. "Department" shall mean any office, department, board, commission or other agency of the government of the City of Rye.

D. "Immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluates his work performance. In the event the "immediate supervisor" or the "department head" is unavailable, "immediate supervisor" or "department head" shall include the superior of such "immediate supervisor" or "department head".

E. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this resolution.

2. Declaration of Basic Principle.

Every employee of this City and the City of Rye shall have the right to present grievances in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure.

3. Initial Presentation.

A. An employee who claims to have a grievance shall present his grievance in writing, within 15 days after the grievance occurs, to his immediate supervisor, department head or appropriate designee. Such request shall be in writing and shall include a statement of the specific nature of the grievance and the facts relating to it.

B. The person to whom the grievance is presented shall thereafter make such investigation as deemed appropriate, and shall consult with his supervisors to such extent as deemed appropriate.

C. Within ten (10) days after presentation of the grievance to him, the person to whom the grievance is presented shall make his decision, communicate the same to the employee presenting the grievance and to the employee's representative, if any, and file a memorandum concerning it.

4. Second Stage.

A. If an employee presenting a grievance is not satisfied with the decision made pursuant to Section 3 herein, he may, within five days thereafter, request a review and determination of his grievance by the City Manager. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon the City Manager and the persons who heard the initial presentation. Thereupon, and within two days after receiving such request, the latter shall submit to the City Manager written statements of the specific nature of the grievance, the facts relating to it, and their original decision concerning it, and a copy of such statement shall be served upon the aggrieved employee.

B. The City Manager may, and at the request of the employee shall, hold a hearing within ten (10) days after receiving the written request and statement from the employee. The employee and his representative, if any, may appear at the hearing and present oral and written statements or arguments.

C. Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted if there be no hearing, a decision shall be made and communicated to the employee presenting the grievance, and to the employee's representative, if any.

5. Third Stage.

If an employee is not satisfied with the decision made pursuant to Section 4 herein, the Association may, within ten (10) days thereafter, request binding arbitration of the grievance by an arbitrator to be designated by the American Arbitration Association, pursuant to its Rules or by an arbitrator satisfactory to the Association and the City.

6. Common Grievances.

If two or more employees have similar grievances and they are members of the Association, such grievances may be presented jointly by the aggrieved employees and/or their representative. If they are not members of the same employee organization, such similar grievances may be presented and considered jointly if the recognized or certified employee organizations, whose members are the aggrieved employees and the non-member grievants, if any, consent to such presentation.

7. Grievances Brought by the City.

If the City wishes to present a grievance, it shall do so within fifteen (15) days after knowledge of the occurrence involved is obtained by the City Manager. In such event, the grievance shall be communicated in writing to a representative of the Association who shall make such investigation as he deems appropriate and shall, within ten (10) days after receipt of the City's grievance, communicate his decision regarding the grievance in writing to the City Manager and the department head involved. If the City is not satisfied with the decision of the Association representative, it may proceed directly to arbitration within ten (10) days thereafter, as provided in paragraph 5 hereof.

ARTICLE XXVI
JOB OPENINGS AND PROMOTIONAL OPPORTUNITIES

A. All job openings and promotional opportunities shall be posted on the bulletin board furnished to the employees by the City. Incumbent employees who qualify for such positions shall be given preference consistent with the requirements of the Civil Service Law. In the event that two or more incumbent employees with equal qualifications for a job position make application for the same position, seniority in the unit shall govern the filling of such position. The City shall have the sole discretion to determine the qualifications of all applicants, and its exercise of such discretion shall not be subject to the grievance procedure in this contract, Article XXV, unless the City acts unreasonably. On promotion, an employee shall be placed on the corresponding step in the higher grade. Moreover, the employee shall, for the purposes of receiving increments, maintain his/her original anniversary date of hire.

Costs and expenses payable to the American Arbitration Association and the costs of the fee of the Arbitrator for his or her services rendered shall be borne by the party whose position was not sustained on any grievance stemming from a claim that the City acted unreasonably with regard to Job Openings and Promotional Opportunities except that the initial filing fee of the American Arbitration Association will be paid by each party as billed. In the event that the claimed breach or violation of this AGREEMENT was only partially sustained, the Arbitrator shall, as part of his or her award, direct and order a party or both parties to pay the fees and expenses of the American Arbitration Association and his or her fees for services rendered as he or she shall see fit in his or her sole and exclusive discretion.

B. The City agrees to notify the Association of its intent to make a promotional appointment at least five (5) days prior to the effective date of that proposed appointment. The Association may provide opinions and input as to the selected individual.

ARTICLE XXVII
BULLETIN BOARD

The Association shall have the right to post notices relating to its Association on a bulletin board to be furnished by the Employer, subject to the approval of the appropriate department head as to the contents thereof.

ARTICLE XXVIII
UNIFORMS

The City shall provide Uniforms for employees of Public Works Unit required to wear uniforms. Employees shall be responsible for laundering of uniforms. On an annual basis, members employed by the Department of Public Works will receive a voucher valued at \$350 to replace worn uniforms or buy additional uniform pieces from a certified vendor. Uniforms furnished by the City are to be worn during the hours of employment only. Uniforms are to remain the property of the City and are to be returned at termination of employment.

The City shall provide an annual work shoe allowance of \$100 per employee. Reimbursement of up to \$100 per employee, per year shall be made upon presentation of a receipt for appropriate work shoes or boots.

ARTICLE XXIX
COMMERCIAL DRIVER'S LICENSE

The City shall reimburse to those employees who are required, by the City, to maintain a commercial driver's license, the difference in the cost of renewing his/her Commercial Driver's License (CDL) and the regular driver's license.

ARTICLE XXX
CHANGES IN PROCEDURE

Except that no changes may be made in Articles 1 through XXIX hereof, and the practice of allowing one coffee break in mid-morning and one in mid-afternoon, limited to fifteen (15) minutes each, (which can be changed by the Employer as to the time of taking such coffee breaks), the Employer may change any of the present rules, regulations and long-standing practices or the working conditions of employees, providing that the Association, through its Local, is given at least a ten (10) day written notice of the proposed change and an opportunity to submit recommendations concerning such change to the appropriate official of the Employer, except in an emergency. In the event that a change in procedure is made in an emergency without notice to the Association, upon termination of the emergency the change in the procedure will not be continued without having given the Association ten (10) days prior written notice to submit recommendations concerning such change.

ARTICLE XXXI
NO STRIKE

The Association affirms that it does not assert the right to strike against the Employer and agrees that it will not assist nor participate in any such strike or impose upon any of its members or others an obligation to conduct, assist or participate in such a strike. The word "strike" shall include any work stoppage, partial work stoppage or slow down, or any concerted effort by any means to interfere with the normal and efficient operation of any department of the Employer.

ARTICLE XXXII
CITY RIGHTS

The provisions of this agreement shall be expressly limited to the terms and conditions of the employment of the non-supervisory employees of the Employer in the Public Works and Recreation negotiating unit, and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this agreement. It is recognized that the management of the Employer's departments, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Employer.

ARTICLE XXXIII
WHEN LEGISLATIVE ACTION REQUIRED

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

ARTICLE XXXIV
NO DISCRIMINATION

The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, physical disabilities or national origin. The parties further agree to cooperate in the implementation of an Affirmative Action Plan if such a plan is formulated by the Employer.

ARTICLE XXXV
LABOR MANAGEMENT COMMITTEE

There shall be a labor management committee to meet at times which are mutually convenient to the parties.

ARTICLE XXXVI
WITHDRAWAL OF BARGAINING PROPOSALS NOT AGREED TO

All proposals submitted by either party during the course of negotiations leading up to this agreement and not covered by express terms of this agreement are considered dropped and withdrawn.

**ARTICLE XXXVII
PARTIAL INVALIDITY**

If any provision of this agreement becomes invalid or unenforceable by virtue of any legislation or court decision, it shall not affect the remaining provisions of this Agreement and they shall remain in full force and effect as though the invalid or unenforceable provision had not originally been included.

**ARTICLE XXXVIII
DISTRIBUTION OF AGREEMENT**

The City shall provide a copy of this Agreement to each employee.

**ARTICLE XXXIX
TERM OF AGREEMENT**

This Agreement shall commence January 1, 2004, and terminate December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers the day and year first above written.

CSEA NEGOTIATING COMMITTEE

CITY OF RYE

By _____
City Manager

**CIVIL SERVICE EMPLOYEES ASSOC., INC.
LOCAL 1000, AFSCME, AFL-CIO
WESTCHESTER LOCAL 860, BY THE
CITY OF RYE PUBLIC WORKS UNIT**

By _____
President

CSEA LABOR RELATIONS SPECIALIST
