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

Employer Name: **Rye, City of**

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

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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 CLERICAL UNIT**

AGREEMENT made and entered into this day of , 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 CLERICAL 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, clerical employees of the Employer in City Hall and the Departments of Public Works, Recreation and Police, 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 clerical employees of the Employer in City Hall and in the Departments of Public Works, Recreation, and Police, in accordance with Section 204 of the Civil Service Law, for the period commencing January 1, 2004, and ending December 31, 2006.

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 therefor 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 Union 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 Union. 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% on each step, exclusive of longevity steps.
- B. Effective July 1, 2004, a new Step 8 will be added for all grades as follows:

2004	5B	6B	7B	8B	9B	10B
Step 8 eff. 07/01/04	\$ 43,600	\$ 45,746	\$ 48,013	\$ 50,377	\$ 52,859	\$ 55,463

- C. Effective January 1, 2005, the salary plan in effect for 2004 shall be increased by 2% on all steps, exclusive of longevity steps.
- D. Effective July 1, 2005, a new Step 9 will be added for all grades.

2005	5B	6B	7B	8B	9B	10B
Step 9 eff. 07/01/05	\$46,671	\$48,972	\$51,385	\$53,916	\$56,572	\$59,358

- E. Effective January 1, 2006, the salary plan in effect for 2005 shall be increased by 3% on all steps, exclusive of longevity steps.
- F. Effective January 1, 2006 Steps 1 and 2 will be eliminated and Steps 3 through 9 will be renumbered as Step 1 through 7.
- G. 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 effective January 1, 2001:

- 1. At the completion of 10 years of service, an additional \$750
- 2. At the completion of 15 years of service, an additional \$750
- 3. At the completion of 20 years of service, an additional \$750

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 effective January 1, 2001:

- 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
WORK WEEK

A. The normal work day/work week for employees in the Clerical bargaining unit is 7 hours per day, 35 hours per week. The normal work day/work week for persons assigned to City Hall is 9:00 A.M. to 5:00 P.M., Monday through Friday, with a one-hour unpaid meal period. The normal summer work day/work week for persons assigned to City Hall is 8:30 A.M. to 4:30 P.M., Monday through Friday, with a one-hour unpaid meal period. The summer work period begins on Memorial Day and ends on Labor Day. The work day/work week for persons in the Clerical Unit assigned to units outside City Hall varies to meet the needs of that unit.

B. Employees in the Clerical bargaining unit will receive compensatory time off, or payment at time and one-half rate, for all authorized hours worked in excess of 35 hours. Employees required to work on a contractual holiday will be paid at double time rate. All overtime (paid and compensatory) must be authorized in advance by the department head and reported to the Personnel Officer at the conclusion of each payroll period. If the employee desires, and the department head agrees, the employee may have compensatory time off in lieu of monetary overtime pay. Such compensatory time off shall be granted where reasonably feasible and is to be scheduled subject to the approval of the department head. Employees must elect whether they are to receive such overtime remuneration in money or as compensatory time off at the time the overtime takes place. Employees may accumulate five days of such compensatory time off during any quarter of the year. Compensatory time may not be taken in less than four hour (½ day) segments unless approved by the department head. Such compensatory time shall be utilized within the calendar quarter in which it is earned, unless it is earned within the last five days of a quarter and then it shall be used within the next calendar quarter. This paragraph is not intended to alter the work day/work week of unit employees.

C. No employee shall be entitled to compensatory time off or monetary overtime payments unless the employee has worked a minimum of 30 minutes overtime in any given day.

D. 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.

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

- 1) 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.
- 2) Employees called back to work shall receive pay for actual time worked plus one-hour travel time at the overtime rate of pay.

ARTICLE V

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 48 hours in advance, unless waived by a 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 which may be allowed is one day, except that up to two days (4 times) vacation per year may be taken in one-half day periods.

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. Effective January 1, 2001 Twenty-five working days 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. Effective January 1, 2001, Twenty-five working days after employment for twenty years

J. All members of the Bargaining Unit with five or more years of service are permitted to submit up to five (5) unused vacation days for payment upon their anniversary date at their daily rate of pay.

ARTICLE VI
HOLIDAYS

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

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

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 VII
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 days 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 days per month of employment, up to a maximum accumulation of 250days.

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. Sick leave for medical, dental or optical treatment must be approved in advance by the department head unless an emergency situation is involved.

F. Sick leave in excess of two days shall be supported by a medical certificate, or medical proof, and the department head may require a medical certificate for sick leave of two days or less. When a medical certificate can not reasonably be obtained for sick leave of two days or less, 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 which may be allowed is $\frac{1}{4}$ 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 XII, paragraph E, and Article XIV, 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	30
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 1820 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 work day, 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 VIII

TUITION REIMBURSEMENT

The Employer shall budget \$6,000.00 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 Public Works and Recreation Unit. Funds will be available for reimbursement or partial reimbursement of employees' expenses for tuition, registration and course materials up to a maximum of \$1,000.00 per employee per year, to a total of \$6,000.00 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 \$6,000.00, fund will be pro-rated among eligible employees.

Employees may request that the City pay the expenses before the course work begins upon demonstration of an economic hardship.

It is understood that if the employee fails the course or fails to complete the course while employed by the City, he/she must reimburse the City. The City reserves its right to recoup any tuition which was not reimbursed.

It is further understood that any employee who is absent from work because of disability, workers' compensation leave, or any unpaid leave of absence shall be ineligible for tuition reimbursement.

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 IX **PERSONAL LEAVE**

Each member shall be entitled to five days personal leave annually. Such personal leave may be granted upon one day's prior notice to the appropriate department head, except in cases of emergency, and the employee must have the prior approval of the department head or City Manager, 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 VII, B and C. Personal leave may be taken in one quarter ($\frac{1}{4}$) day increments. New employees shall not be entitled to use personal leave during the six month probationary period.

ARTICLE X **BEREAVEMENT LEAVE**

A. Bereavement leave shall be granted for attendance at funerals and for bereavement to all employees within the bargaining unit in the event of a death of a member of the family, as hereinafter defined.

B. A "member of the family" shall mean the employee's spouse, children, grandchildren, brothers, sisters, parents, grandparents, 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, step-parents-in-law, and step-grandparents-in-law.

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

D. Employees exercising bereavement leave will receive their regular rate of pay for the scheduled working hours missed during the first five scheduled work days following the occasion of death for each member of the family as defined above.

E. In the event that additional time is required because of long distances to travel, or for other reasons, additional time may be granted upon request made to the department head and upon obtaining his prior approval.

ARTICLE XI
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 XII
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. 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.

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.

ARTICLE XIII
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 XIV
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 Workers' 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 Workers' Compensation Law.

ARTICLE XV
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 XVI

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 XVII **DENTAL PLAN**

Effective January 1, 2001, the Employer shall pay up to 70% of the cost of family coverage, and 100% of the cost of individual 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 XVIII **VISION CARE PLAN**

The Employer will provide the CSEA employee benefit fund family vision plan to all members of the bargaining unit at no cost to the employee.

ARTICLE XIX

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 XX **TIME OFF FOR ASSOCIATION REPRESENTATIVES**

A. If the delegate of the Association is a Clerical 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 Clerical 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 XXI **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 Union 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 Union and the City.

6. Common Grievances.

If two or more employees have similar grievances and they are members of the Union, 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 Union 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 Union representative, it may proceed directly to arbitration within ten (10) days thereafter, as provided in paragraph 5 hereof.

ARTICLE XXII
CHANGES IN PROCEDURE

Except that no changes may be made in Articles 1 through XXI 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, provided 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 XXIII
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 XXIV
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 Clerical 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 XXV
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 XXVI
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 XXVII
LABOR MANAGEMENT COMMITTEE

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

ARTICLE XXVIII
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 XXIX
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 XXI, unless the City acts unreasonably. Any employee receiving a promotion shall receive at least a one-step increase in salary. Moreover, the employee shall, for purposes of receiving increments, maintain his/her original anniversary date of hire.

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

ARTICLE XXX
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 XXXI
DISTRIBUTION OF AGREEMENT

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

ARTICLE XXXII
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 CLERICAL UNIT

By _____
President

CSEA LABOR RELATIONS SPECIALIST
