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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**VILLAGE OF TARRYTOWN**

and the

**CIVIL SERVICE  
EMPLOYEES  
ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**Village of Tarrytown Unit #8212  
Westchester County Local 860**

**June 1, 2012 – May 31, 2016**

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AGREEMENT made effective as of the 1st day of June 2012 by and between the VILLAGE of TARRYTOWN, a municipal corporation organized and existing under and by virtue of the Village Law of the State of New York with offices located at One Depot Plaza, Tarrytown, New York (hereinafter the "Village"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME – AFL-CIO, hereinafter known as the CSEA or the Union.

### **WITNESSETH**

WHEREAS, By resolution adopted March 9<sup>th</sup> and April 13, 1970, The Board of Trustees of the Village recognized the CSEA as the exclusive bargaining agent for all full-time production, maintenance and clerical workers employed by the Village and the highway, water, sewer, sanitation, recreation, general maintenance departments and employees of the Warner Library pursuant to the Public Employees' Fair Employment Act of 1967; and

WHEREAS, The Village, and the CSEA recognize that they have a mutual interest in working together to insure the maintenance of high quality municipal services for the benefit of all the residents of the Village; and

WHEREAS, this goal can be best achieved in an atmosphere of mutual understanding, respect and cooperation wherein the Village and CSEA each performs a vital function; and

WHEREAS, the Village and the CSEA recognize their respective responsibilities in our increasingly complex society for working together legally and constructively.

NOW, THEREFORE, it is hereby mutually agreed as follows:

### **ARTICLE 1            RECOGNITION**

In accordance with the resolution adopted by the Board of Trustees of the Village on March 9<sup>th</sup> and April 13, 1970, the Village recognizes and continues such recognition of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter known as the CSEA or the Union for the maximum period allowed by law as the sole and exclusive negotiating representative for all full-time productions, maintenance and clerical workers employed by the Village in the highway, water, sewer, sanitation, recreation, general maintenance departments, village hall and employees of the Warner Library, exclusive of the Village Administrator\*, Secretary to the Village Administrator, Village Clerk, Village Treasurer, Deputy Village Treasurer, Library Director, Village Engineer/Building Inspector, Deputy Village Engineer, Deputy Building Inspector, General Foreman, Recreation Supervisor, and Superintendent of Public Works and Uniformed Police Officers (hereinafter the "Negotiating Unit").

## **ARTICLE 2        WAGES**

**2.**        The salary schedule in effect as of May 31, 2012 shall be modified as follows:

Retroactive to June 1, 2012, the pay schedule will be increased by 2%.

Retroactive to June 1, 2013, the pay schedule will be increased by 2.5%.

Effective to June 1, 2014, the pay schedule will be increased by 2.5%.

Effective to June 1, 2015, the pay schedule will be increased by 3%.

**2.1**        All new employees and provisional employees shall be compensated for the title to which they are assigned. All new employees and new provisional employees shall be paid according to schedule annexed hereto referred to as Schedule "A" and shall be employed in that position at a salary no less than the minimum indicated or no greater than the maximum indicated. The Village reserves the right to hire any new employee at a salary no less than that prescribed as the minimum for the title of the position being offered.

**2.2**        With regard to all personnel employed by the Highway Department, Recreation Department, Water Department, Sanitation Department and personnel categorized as Other pursuant to Schedule "A," an employee may be moved steps upon said employee's anniversary date in that position, but in no case shall such a step increase occur over a period of less than one (1) year. In no case shall an employee be moved more than one step at any time. In the case of a promotion, the employee may be moved to an appropriate step in the new position, but in no case shall the employee be moved to a step that provides a lesser salary. In the case of an employee not receiving a step increase after the period of one (1) year, the employee shall be provided a reason why the employee did not receive the step increase. The employee may request a meeting of the Labor-Management Committee to discuss the reasons why the employee did not receive the step increase. The Labor-Management Committee shall discuss the said reason why the employee was not provided a step increase and shall develop possible alternatives relating to the situation. The Village Administrator shall thereafter decide whether to grant the employee a step increase or to abide by an alternative developed by the Labor-Management Committee.

The decision of the Village Administrator shall be final. Should the step increase be denied, the employee shall automatically receive the step increase upon their next anniversary date.

**2.3**        The employee assigned to operate the street sweeper shall be paid an annual stipend of \$1000 to be paid on a pro-rata basis in each paycheck during the year.

## ARTICLE 3 LONGEVITY PAY

3.1 Each member of the Negotiating Unit shall be paid in lump sum the below-listed amounts in accordance with full complete continuous years of service computed as of the last date of hiring. Such payments shall be considered longevity payments, and shall not be considered wages for purposes of any benefit in this Agreement:

No. of Years of Service	2012-2013	2013-2014	2014-2015	2015-2016
5-9	\$1,360	\$1,360	\$1,360	\$1,360
10-14	\$1,460	\$1,460	\$1,460	\$1,460
15+	\$1,660	\$1,660	\$1,660	\$1,660
20+	\$1,780	\$1,780	\$1,780	\$1,780
25+	\$1,980	\$1,980	\$1,980	\$1,980
30+	\$2,180	\$2,180	\$2,180	\$2,180

## ARTICLE 4 HOURS AND OVERTIME

4.1 **Work Week - Public Works and Parks & Recreation:** For an employee hired **before** June 1, 2012, the normal workweek for all employees of the negotiating unit - with exception of Library and clerical personnel - shall be five (5) days, eight (8) hours per day, forty (40) hours per week, Monday through Friday. Lunch shall not be included in the computation for hours worked.

For an employee hired on or **after** June 1, 2012, the appropriate Department Head will establish an employee's scheduled days of work, which may include Saturdays but not Sundays. Once established, the employee's scheduled days of work will not be changed without an advance written notice of at least twenty-one (21) calendar days.

4.2 **Work Week - Clerical Personnel:** The normal workweek for clerical personnel shall be five (5) days, seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday.

4.3 **Work Week - Library Personnel:** The normal workweek for library personnel shall be Monday through Saturday, seven (7) hours per day with the work week scheduled so that the hours of any one individual do not exceed thirty-five (35) per week.

4.4 **Work Day - Public Works and Parks & Recreation:** Employees in the Public Works Department (Highway, Water/Sewer Maintenance, and Mechanics) shall work 7:00 a.m. to 3:30 p.m. all year. Members of the Recreation Department shall work 7:30 a.m. to 4:00 p.m. The Sanitation Department's work hours shall be from 7:00 a.m. to 3:30 p.m.

4.5 **Work Week & Work Day - Water Treatment Plant:** Water Plant Treatment employees are to work a 40-hour work week mutually determined by the members of the unit and the Village. Said schedule may be changed in the event of emergency situations.

**4.6 Work Week & Work Day - Police Department:** The following work hours shall apply for the civilian employees in the police department:

Clerical: same as specified in 4.2 above;

Police Dispatcher: 7:30 a.m. to 4:00 p.m. with one-half hour for lunch;

School Crossing Guard / Parking Enforcement Officer: 7:00 a.m. to 3:30 p.m.; 7:30 a.m. to 4:00 p.m. and/or 10:00 a.m. to 6:30 p.m. with one-half hour for lunch as assigned by the Chief of Police and subject to the adjustment if school hours are changed, non-school days 8:30 a.m. to 5:00 p.m. with one-half hour for lunch;

Parking Meter Repairer: 7:30 a.m. to 4:00 p.m. with one-half hour for lunch, except that the starting time and ending time may be changed by the Chief of Police or his/her designee for the collection of money from parking meters. This adjustment in the starting time and ending time shall only be for this purpose and may not exceed four (4) days per month. The Chief of Police or his/her designee shall provide at least three (3) days notice of such a change.

**4.7** If a member of the bargaining unit works in any one week over and above the hours as stipulated in this article, such employee shall be paid for at the rate of 1-1/2 times the employee's normal rate of pay. Emergency work performed in addition to the normal workweek shall be paid for at the rate of 1-1/2 times the employee's regular straight time. Emergency work performed on Sunday shall be paid for at 2 times the employee's regular straight time. The minimum emergency time for which such additional compensation is to be paid is 3 hours.

**4.8** Supervisory employees shall perform overtime work only if employees with the appropriate qualifications are not available. Working Foremen (Road Foremen, Chief Maintenance Mechanic – Sanitation, Chief Maintenance Mechanic – Automotive), when called out to address an emergency or other situation not planned for overtime purposes, shall ascertain the extent of the work and the staffing required to address the work. Work items that can be addressed immediately by the working foremen shall be performed by that employee. For the purposes of this Section, "immediately" shall mean one-half hour. If the work cannot be completed immediately, the appropriate employees shall be called out to perform the work. The Working Foremen shall remain on site, except in those situations where their presence is not required to complete the work. In the case of a snowfall and/or snow emergency, the Village shall maintain overtime lists (Highway Department Motor Equipment Operator list and Highway Department Laborer list), which shall go from most senior to least senior in each category. Road Foremen shall be included in the list maintained for Motor Equipment Operator. The Superintendent of Public Works or his/her designee shall provide the overtime lists to the Union President and the respective Shop Steward(s) in the Highway Department by November 15 of each year. ~~Employees shall have the right, by December 1 of each year to voluntarily remove themselves from the rotational list, with the understanding that the employee, by removing themselves from the overtime list, will not be called out for overtime for snowfall and/or snow emergency.~~ Employees shall be called in for overtime for snowfall and/or snow emergency on a rotational basis, utilizing the lists created for this purpose. The rotational list and the employees called out shall be maintained in the office of the General Foreman.



**4.9** The Village shall contact unit members for overtime purposes based upon the job or task to be performed, and shall contact the unit member with the appropriate job classification to complete that job or task (e.g. if the job or task to be performed required work to be performed by a laborer, a laborer will be contacted to perform the said overtime work). In situations where management is unable to ascertain whether the work to be performed is in a lower job classification or higher job classification, the higher job classification shall prevail. On each and every occurrence the most senior employee with the appropriate qualifications in each respective department/division shall be offered the overtime.

Emergency overtime (e.g. snow removal, water/sewer main breaks, storm damage, traffic light repairs, sewer backups, etc.) to be distributed on a seniority basis.

Scheduled overtime which shall be paid for at the rate of 1-1/2 times the employee's regular straight time (e.g. leaf pickup, hydrant flushing, garbage pickup, assisting traffic maintenance man, scheduled sanitation (baskets) pick-up, library book fair, fairs, parades, etc., scheduled street sweeping for fairs and parades, scheduled mechanic work (maintenance and preparation), treatment plant operation, clerical, cleaning, etc. to be distributed on a rotational basis. Rotational shall be defined, for the purposes of this section as follows:

A list of names will be established by each department/division according to seniority. The Village shall contact members for overtime based upon the list, starting at the most senior and working down through the list. For the subsequent scheduled overtime, the Village shall contact the next unit member down on the list (e.g. if unit members 1 through 3 in seniority in the job classification of MEO are contacted for overtime, unit member 4 on the seniority list will be contacted for the subsequent overtime. Refusal to accept the overtime or unavailability to perform the overtime job or task due to illness, absence or vacation shall be considered as that particular unit member's turn in the rotation for the scheduled overtime).

If an employee is required to work past the end of the workday they shall be paid thirty (30) minutes additional overtime over and above the hours actually worked.

**4.10** One (1) employee, with the title of Laborer, in the Department of Recreation, shall be assigned to the Department of Parks and Recreation for the period from March through November of each year and shall be assigned to the Department of Public Works for the months of January, February and December. During the months that the employee is working in Public Works, that employee shall be paid as a Parks Groundsman for the days that employee reports to work. The employee shall not be placed in the rotation for overtime in the Department of Public Works. However, in those cases where the Superintendent of Public Works or his/her designee believe it is necessary for the operation of the department for the employee to work overtime, that employee shall be paid overtime based upon the salary of a Parks Groundsman.

## 4.11 COMPENSATORY LEAVE

**4.11.1 Compensatory Time:** An employee may opt to take Compensatory Time in lieu of receiving overtime pay. Compensatory Time shall be calculated in the same manner as overtime pay (i.e., if an employee is entitled to time and one-half for overtime pay, that employee will be credited with the equivalent of one and one-half hours of Compensatory Time).

**4.11.2 Maximum Conversion:** An employee may convert a maximum of forty (40) hours into sixty (60) hours compensatory leave credits in any fiscal year.

**4.11.3 Scheduling Compensatory Leave:** The compensatory time earned shall be taken in the fiscal year in which it was earned. Request to use earned compensatory time will not be granted if such granting of time off will create the need for overtime or out-of-title costs. Should the employee be unable, due to the conditions noted herein, to take their accrued compensatory time during the fiscal year, that employee shall be paid for the accrued compensatory time in the last paycheck of the fiscal year at the employee's then current rate of pay.

**4.11.4 Termination from Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

## 4.12 MEAL & REST PERIODS

**4.12.1 Meal Periods (Public Works & Recreation Only):** An employee in Public Works or Recreation who works more than six (6) hours in a given day will receive an *unpaid*, duty-free meal period not to exceed thirty (30) minutes.

The meal period for employees shall commence at or about the midway point of the work day. It is not the intent of the parties to establish by contract a regular starting time for a meal period or to change other practices concerning the meal period, such as the supervisor's authority to delay the commencement of the meal period to complete a task.

**4.12.2 Rest Periods (Public Works & Recreation Only):** An employee will normally receive a paid, duty-free rest period of up to ten (10) minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday.

Rest periods will be in accordance with the needs and requirements of the department. Unless otherwise directed by the Department Head, or designee, all rest periods must be taken at the work-site and may not exceed the time allowed. Only one (1) person from each "work crew" may leave the worksite to get beverages/food for the crew prior to the ten-minute break.

**4.12.3 Observance of Meal Periods (All Employees):** An employee who works more than six (6) hours in a given day is required to take the scheduled meal period. An employee may not work through the meal period to make up lost work time. The meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

## ARTICLE 5 OUT OF TITLE

5.1 Employees temporarily assigned to duties in a higher pay grade for a full day shall be compensated at the higher rate of pay while performing such duties. All out of title work shall have prior written authorization from the Superintendent of DPW or designee. Failure to obtain written authorization shall negate a claim for out of title pay. This article does not apply to any member who has not completed their probationary period.

It is understood that employees working out-of-title shall be placed on the corresponding step of the higher title.

## ARTICLE 6 HOLIDAYS AND HOLIDAY PAY

6.1 Employees shall receive a full day's pay, and shall not be required to work on the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

6.2 **Floating Holiday:** In addition to the designated holidays listed in 6.1, a full-time employee will be credited with one (1) floating holiday on January 1<sup>st</sup> of each year. An employee must receive prior approval from the Department Head to take the floating holiday. The request must be submitted, in writing, as far in advance as possible. In the event more employees request a floating holiday than minimum coverage permits, preference will be given to the employee with the most service seniority. The floating holiday must be used in whole-day increments. An employee may not accumulate floating holidays. An unused floating holiday remaining at close of business on the last day of the calendar year will be canceled.

6.3 **Rate of Pay when Assigned to Work (hired before June 1, 2013):** In the event an employee works on the day a holiday is observed by the Village, he or she will be paid the rate of two (2) times his/her regular rate of pay for such holiday work plus "holiday pay".

Notwithstanding the foregoing, any library employee required to work on Martin Luther King Day, President's Day, Columbus Day, or Veteran's Day (subject to the requirements of Section 6.6) shall receive either additional pay (computed at two (2) times regular pay or compensatory time off) at the discretion of the Village and the Library taking into consideration the request of the employee.

**6.4 Rate of Pay when Assigned to Work (hired after June 1, 2013):** In the event an employee works on the day a holiday is observed by the Village, the employee will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay".

However, an employee who does work on the observed New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas will be paid for all hours worked at two (2) times (rather than one and one-half times) the employee's regular hourly rate, plus "holiday pay".

In the event January 1<sup>st</sup>, July 4<sup>th</sup>, or December 25<sup>th</sup> is a Saturday or a Sunday, a regular full-time employee who does work on such day will be paid for all hours worked at two (2) times the employee's regular hourly rate.

**6.5 Selection of Holidays (excluding library):** The Village shall submit to the Union President a list of dates for the holidays listed in Section 6.1 hereinabove on November 15 of each year of this contract. The said dates shall relate to the holidays for the upcoming year. The Union shall respond by December 1 regarding the dates that the holidays will be observed. The contract holiday committee shall be composed of two (2) individuals appointed by the Union and two (2) appointed by management and shall convene by December 14 if the Union is opposed to any of the dates established by the Village.

**6.6 Selection of Holidays (library only):** The Library Director and representatives from the CSEA shall meet in November to schedule holidays for the upcoming calendar year. Employees shall be entitled to thirteen (13) holidays. Said holidays shall be mutually agreed upon by the parties. The parties may agree to exchange the Day after Thanksgiving for Christmas Eve.

## **ARTICLE 7 VACATIONS AND VACATION PAY**

**7.1 Allowance:** All full-time employees of the Village in the Negotiating Unit shall be entitled to a paid vacation in accordance with such employee's full complete continuous years of service computed as the last date of hiring as follows. In determining entitlement for vacation, the anniversary date of employment shall govern.

For employees hired **before** June 1, 2013:

<b>Years of Service</b>	<b>Work Days</b>
After one year	10
After five years	15
After ten years	20
After fifteen years	25

For employees hired on or **after** June 1, 2013:

<b>Years of Service</b>	<b>Work Days</b>
During first 12 months	5
After one year	10
After seven years	15
After twelve years	20

If an employee is terminated from employment, either voluntarily or involuntarily, prior to completion of one (1) year of service with the Village, the daily salary rate for each vacation day taken shall be deducted from the employee's final paycheck.

**7.2 Accrual During Leaves of Absence:** In the event an employee is absent from work without pay for more than thirty (30) calendar days in the twelve (12) months preceding the employee's anniversary date, including an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

**7.3 Accumulation:** An employee is to use all vacation credits before the employee's anniversary date following the year for which they were credited. Vacation time may be automatically accrued for one (1) Fiscal Year and any vacation leave credits remaining thereafter will be canceled.

**7.4 Scheduling:** An employee shall not request vacation that has not been accrued. Vacations shall be scheduled by the Department Head on a seniority basis within job title. All vacation requests must be submitted prior to March 31<sup>st</sup> of each year for the subsequent year. Any employee who fails to submit a total vacation request by March 31<sup>st</sup> will waive the right to seniority preference for the portion of the vacation not submitted. No consecutive period of vacation shall be for a period of more than two (2) calendar weeks without the written approval of the Village Administrator.

**7.5 Termination of Employment:** Unused vacation time shall be paid to an employee, or his beneficiary upon the employee's retirement, resignation, dismissal, or death at the employee's then current rate of pay.

## **ARTICLE 8 SENIORITY BENEFITS**

**8.1** Employees working thirty (30) days or more, when laid-off, shall be so laid off according to their seniority, i.e., the last one hired shall be the first one laid off provided, however, that the remaining employee or employees can perform the work of the employee laid off.

**8.2** In the event of a job opening, a Village employee shall be given first consideration for a promotion or vacancy providing he/she meet the Civil Service requirements for the position before the Village hires a non-employee. All job openings shall be posted at least fifteen (15) days in advance of hiring in Village Hall. A copy of all job opening announcements shall be furnished to the President of the Negotiating Unit.

If more than one (1) unit member is seeking the same position and if the qualifications for the unit members are equal, the more senior employee shall be offered the position.

In determining qualifications, the Village may, in addition to minimum Civil Service qualifications, consider an applicant's attendance record, work and performance record, skills and experience specifically relevant to the position, and licenses.

**8.3** Seniority for purposes of this agreement shall be computed from the first day of continuous employment. In cases where employees are appointed at the same Village Board meeting, their relative seniority will be determined by a Coin Flip done in the presence of the affected employees, the Village Administrator and the Union.

**8.4** After one (1) year of continuous employment; non-competitive and labor class employees shall be granted tenure in accordance with Section 75 of the Civil Service Law.

## **ARTICLE 9 TRAVEL REIMBURSEMENT**

**9.1** Employees traveling on official Village business shall be reimbursed for their reasonable out-of-pocket expenses upon presentation of vouchers and receipts, approved by their supervisor. Reimbursement for travel, subsistence, tolls, fees and mileage shall be at the rates regularly prescribed by the Board of Trustees of the Village.

**9.2** In the event an employee traveling on official business is authorized to use a privately owned vehicle for which he is compelled to purchase gasoline, he shall be reimbursed pursuant to IRS mileage allowance per mile on presentation of a voucher countersigned by his supervisor.

## **ARTICLE 10 SANITATION DEPARTMENT VEHICLES**

**10.1** In the Sanitation Department two (2) employees shall be authorized to drive each sanitation truck or vehicle. One (1) such employee may be a "Laborer with CDL" who will assume this function in the absence of a regular driver and will be paid at the same rate as a driver while performing such duties.

## **ARTICLE 11 LEAVE OF ABSENCE**

**11.1** Any officer or employee who is temporarily physically or mentally unable to perform his duties or who desires to engage in a course of study intended to increase his usefulness to the service, or who, for any reason considered acceptable by the Village Administrator desires to secure leave of absence from his regular duties may be granted a leave of absence without pay for a period not to exceed one (1) year. Such leave of absence without pay shall be reported to the Personnel Officer (Village Administrator) in the form prescribed by him/her.

Where a leave of absence without pay has been granted for a period which aggregates one (1) year, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay. Notice of such subsequent leave of absence without pay shall be approved by the Personnel Officer (Village Administrator).

**11.2** In an exceptional case, the Personnel Officer may for good cause shown, waive the provisions of this rule to permit an extension of the leave of absence without pay for an additional period not to exceed in the aggregate two (2) years from the date of commencement thereof.

**11.3** Failure of an employee to return to his position on the date of the expiration of such leave of absence without pay or any authorized extension thereof shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.

**11.4** While an employee is on an approved unpaid leave of absence, said employee shall not accrue vacation, sick, or personal time. Should an employee return to work on a part-time basis (for a 6-month maximum period) before returning full time, said employee shall not accrue vacation, sick, or personal time until said employee returns to work on a full-time basis. Under no circumstances would this provision increase the maximum one-year leave time period.

## **ARTICLE 12 JURY DUTY**

**12.1 Federal Jury Duty:** Employees who are required to serve on a Federal jury, shall receive the difference in wage which they normally earn per week and that sum received for their jury duty.

**12.2 State or Local Jury Duty:** In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Village is paying the employee for lost time worked during jury duty.

**12.3 Return to Duty - State or Local Jury Duty:** In the event the employee is released from jury duty on a given day and there are three (3) or more hours remaining in the employees scheduled work day, the employee must report to work.

**12.4 Return to Duty - Federal Jury Duty:** In the event the employee is released from federal jury duty and the employee is serving on jury duty in White Plains and there are three (3) or more hours remaining in the employees scheduled work day on a given day, the employee must report to work.

## **ARTICLE 13 HEALTH AND MEDICAL BENEFITS**

### **13.1 MEDICAL INSURANCE**

**13.1.1 Eligibility:** The Village will make available a medical insurance plan and a prescription drug plan to each full-time employee and the employee's eligible family.

**13.1.2 Premium Payments:** Effective May 1, **2014**, for employees hired **before June 1, 2012**, the Village will pay one-hundred percent (**100%**) of the monthly premium for an individual plan. For an employee with a family plan, the employee must pay **2.5%** of the difference between a individual plan and a family plan.

Effective January 1, **2015**, for employees hired **before June 1, 2012**, the Village will pay one-hundred percent (**100%**) of the monthly premium for an individual plan. For an employee with a family plan, the employee must pay **5%** of the difference between a individual plan and a family plan.

Effective January 1, **2016**, for employees hired **before June 1, 2012**, the Village will pay one-hundred percent (**100%**) of the monthly premium for an individual plan. For an employee with a family plan, the employee must pay **7%** of the difference between a individual plan and a family plan.

For employees hired on or **after June 1, 2012**, the Village will pay eighty-five percent (**85%**) of the monthly premium for an individual plan or eighty-five percent (**85%**) a family plan, as the case may be.

The employee must pay the remaining portion of the monthly premium which will be deducted from the employee's regular paycheck; the employee may designate that the deduction be made on a pre-tax basis.

Effective January 1, 2008, the Village shall institute an Internal Revenue Code § 125 Plan for payment of health insurance contributions by employees.

**13.1.3 Change in Insurance Plans:** The Village reserves the right to change medical insurance and/or prescription drug plan carriers and self-insurance medical insurance benefits as long as the benefits offered are comparable to the medical insurance and/or prescription drug plan presently in existence. The Village will notify the CSEA sixty (60) calendar days prior to making any change in carrier.

### **13.2 MEDICAL INSURANCE BUY-OUT**

**13.2.1 Buy-Out Option:** If an employee does not choose to participate in the medical insurance coverage, may receive a cash buy-out in lieu of receiving medical insurance and prescription drug benefits. Individuals opting to receive this benefit must provide evidence of alternative health insurance coverage in a manner and form to be determined by the Village and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Village. In the event an employee is married to another employee or Elected Official of the Village who is eligible for medical insurance, they must either enroll in two (2) individual plans or one (1) two-person or family plan, as the case may be, and will not be eligible for this buy-out.



**13.2.2 Amount of Buy-Out:** Each year, an eligible employee will receive an amount equal to the annual premium co-payment for the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. For example, if the annual premium co-pay for the alternate plan is \$2800, the amount of the buy-out would be  $\$2800 \times 1.32 = \$3696 + \$1000 = \$4696$ . The buy-out is subject to applicable taxes.

**13.2.3 Method of Payment:** Partial payment of the buy-out will be made in the employee's regular paycheck for each pay period the employee is eligible for the buy-out.

**13.2.4 Reinstatement:** In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Village. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five (5) business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

### **13.3 DENTAL PLAN**

**13.3.1 Dental Plan:** The Village shall contribute one hundred percent (**100%**) of the cost for premiums for all active employees and dependents under the Village's present dental plan. The maximum for orthodontia coverage shall be \$1,500 per covered person's lifetime.

**13.3.2 Retirees:** An employee must have twenty (20) years of service with the Village and retire in the regular course from employment with the Village to receive dental benefits upon retirement.

### **13.4 VISION PLAN**

**13.4.1** Effective May 1, 2014, the Village will pay eighty-five percent (**85%**) of the monthly premium for the CSEA Platinum 12 Family Vision Plan and VDT Rider.

### **13.5 GROUP LIFE INSURANCE**

**13.5.1** The Village shall contribute one hundred (**100%**) percent of the cost for all premiums to provide a \$50,000 group term life insurance policy for all active employees and eligible retirees.

### **13.6 NYS DISABILITY INSURANCE**

**13.6.1** The Village shall provide, at no cost to the employees, a disability insurance program equivalent if not greater than that provided by the NYS Disability Plan covering 26 weeks of a 52-week consecutive work period with maximum benefit of \$170.00 per week per employee.

## ARTICLE 14 RETIREMENT AND DEATH BENEFITS

**14.1** The Village shall provide for the benefit of the employees the guaranteed minimum death benefit pursuant to Sections 60b and 360b of the Retirement and Social Security Law and exercise its prerogative of purchasing service credit for employees with World War II military service pursuant to Section 41K and 341K thereof.

**14.2** The Village shall continue in force for the benefits of the employees in the Negotiating Unit the non-contributory improved "20-Year Career" plan provided by Section 75i of the Retirement and Social Security Law.

**14.3** Employees hired after July 1, 1973, should see the appropriate New York State law relative to tiers in the New York State Retirement System Plan.

**14.4.1 Retiree Medical Insurance Coverage (retiree):** The Village offers medical insurance and prescription drug coverage to eligible full-time employees who are members of this collective bargaining unit after they retire from Village employment and are receiving retirement benefits under the New York State retirement system. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees

**14.4.2 Retiree Medical Insurance Coverage (retiree's spouse):** Coverage is also available for the retiree's eligible spouse if the spouse was eligible for coverage under the Village's medical insurance plan on the retiree's last date of employment with the Village. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under state and federal laws.

**14.4.3 Retiree Medical Insurance Eligibility:** For a retiree who was hired **before June 1, 2012** to be eligible for coverage, the retiree must meet all of these requirements: 1) be at least **fifty-five** (55) years of age; 2) have **ten** (10) years of full-time service with the Village; 3) retire directly from the Village; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System.

For a retiree who was hired **after June 1, 2012** to be eligible for coverage, the retiree must meet all of these requirements: 1) be at least **sixty-two** (62) years of age; 2) have **twenty** (20) years of full-time service with the Village; 3) retire directly from the Village; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System.

Notwithstanding the above, in the event an employee is granted "disability retirement" from the New York State Employees' Retirement System, the age and service requirements will be waived.

**14.4.4 Retiree Medical Insurance Plan:** The medical insurance plan and prescription drug plan shall be the same as provided to active employees of this collective bargaining unit, however, when the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage for that individual will be provided by Medicare. At that time, that individual may be required to enroll in a Medicare supplemental policy made available through the Village. Unless otherwise required by the insurance plan or by federal or state law, the Village will not reimburse that individual for the cost of the Medicare Part B premium.

**14.4.5 Retiree Medical Insurance Premiums:** For a retiree who was hired **before June 1, 2012**, the Village will pay one-hundred percent (**100%**) of the monthly insurance premium for an individual plan or a family plan, as the case may be.

For a retiree who was hired **on or after June 1, 2012**, the Village shall pay the same percentage of the monthly insurance premium for an individual plan or a family plan, as the case may be, that it paid at the time the employee retired.

## **ARTICLE 15      PERSONAL LEAVE**

**15.1** All employees in the Negotiating Unit shall be allowed a maximum of four (4) days leave with pay, each year for urgent personal reasons, other than personal sickness or injury. All unused personal days shall be added to employee's sick time bank at the end of each fiscal year.

During the first year of employment, personal leave shall be pro-rated to the Village's fiscal year as follows: two (2) days on a date of hire and one (1) additional day for every four (4) months of service, up to a maximum of four (4), until the employee's first May 31.

**15.2** The approval of the appropriate department head shall be required before personal leave shall be allowed and, in other than emergency situations rendering advance notice impossible, requests for personal leave shall be submitted at least two (2) days in advance except that no more than two (2) days of personal leave may be taken without a reason therefore being stated. It is the intent of the parties to this agreement that personal leave shall be used sparingly and only for urgent personal business which cannot be attended to on a day or at a time other than a working day during working hours.

## **ARTICLE 16      BEREAVEMENT LEAVE**

**16.1** Each employee in the negotiating unit shall be allowed a maximum of five (5) consecutive workdays of leave for purposes of bereavement or mourning in the event of the death of a spouse, child, parent, brother or sister, grandparent, and Domestic Partner (defined as: same or opposite sex partner with whom they reside and have a committed long-term relationship of mutual support, and for whom they have assumed long-term financial responsibility or have mutual financial responsibility). Employee shall provide an Affidavit of Domestic Partnership and Financial Interdependence to the Village.

Each employee in the negotiating unit shall be allowed a maximum of three (3) consecutive workdays of leave for purposes of bereavement or mourning in the event of the death of father-in-law, mother-in-law, brother-in-law, or sister-in-law.

**16.2** An employee shall be allowed five (5) consecutive workdays of leave for the death of a stepchild that currently resides with the unit member and have resided with the unit member for a period of at least one (1) year prior to the death of the stepchild.

An employee shall be allowed three (3) consecutive workdays of leave for the death of a stepchild that does not reside with the unit member. The unit member must be married to the parent of the stepchildren to receive Bereavement Leave for the death of the stepchildren.

**16.3** An employee's supervisor or his/her designee reserves the right to request proof of death or verification of the relationship of the employee to the deceased. The proof of death or verification requested may be provided within two (2) weeks after the taking of the bereavement leave. Documents acceptable to verify death shall include an obituary or a death certificate. Documents acceptable for verification of relationship shall include an obituary, where the obituary notes the relationship of the employee to the person who died, an official government document providing an explanation of the relationship between the employee and the person who died, or in the case where neither piece of documentation is available, a notarized affidavit stating the relationship between the employee and the person who has died. Should the Village determine that the affidavit is false; the bereavement days granted by the Village shall be converted to vacation and/or personal leave and shall be grounds for disciplinary action.

## **ARTICLE 17      SICK LEAVE**

**17.1 Allowance (Monthly Accrual):** Each full-time employee in the negotiating unit shall be credited with the hourly equivalent of one (1) working day for each full month of employment each year for personal illness or injury.

**17.2 Accrual during Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve (12) days in the calendar month, including an unpaid leave of absence due to a Workers' Compensation claim.

**17.3. Accumulation:** There is no limit on the amount of sick leave an employee may accumulate.

**17.4 Use of Sick Leave:** Sick leave credits cannot be used until they have been credited. Under no circumstances shall sick leave be taken as additional personal leave, terminal leave, vacation, or for any reason other than actual illness or injury unless approved by the Village Administrator with proper medical documentation. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Employees who do not work at least one-half of their regular working day shall be charged with a full day of sick leave.

**17.5 Family Sick Leave:** An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child, and grandchild in the employee's care.

**17.6 Family and Medical Leave:** The Village of Tarrytown complies with the provisions of the Family and Medical Leave Act (FMLA) and Civil Service Law when administering sick leave, parental leave, and family care leave.

**17.7 Leave for Screenings and Blood Donations:** Village to provide paid leave, not to exceed four (4) hours per calendar year, for breast and prostate cancer screening and the donation of blood. Where possible, notice shall be provided to the employee's supervisor at least one (1) week prior to the taking of the leave.

**17.8 Medical Verification:** Employees may be required to provide medical evidence of their inability to work if absent (if their record of absence indicates suspicion of abuse, the Village will assume the cost for physician, if physician's report is requested, above what employee's health insurance will cover).

**17.9 Retirement Credit:** The Village shall continue the benefits provided in Section 41-j of the Retirement and Social Security Law relative to unused sick leave, which allows credit for accumulated sick leave at the time of retirement.

**17.10 Termination of Employment (hired before June 1, 2013):** Any employee hired before June 1, 2013, regardless of age, who chooses to terminate his/her employment with the Village who has at least ten (10) years of continuous service with the Village shall be entitled to a credit for accumulated sick leave at a rate of eighty dollars (\$80) for all days up to 100 days and ninety dollars (\$90) for all days of 101 to 230. Termination shall be defined as voluntary resignation by the employee or retirement. An employee who is terminated by the Village shall not be entitled to said payment.

**17.11 Termination of Employment (hired after June 1, 2013):** An employee hired after June 1, 2013 who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive a cash settlement for unused sick leave.

## **ARTICLE 18 GROUP SICK LEAVE BANK**

**18.1 Administration:** A "Group Sick Leave Bank Committee" comprised of two (2) employees from the bargaining unit and two (2) non-union-represented employees shall administer the Sick Leave Bank. The President of the bargaining unit will select the employees from the bargaining unit and the Village Administrator shall select the two (2) non-union-represented employees. All decisions as to the eligibility of an employee to draw sick leave from the Group Sick Leave Bank shall be at the sole discretion of the Group Sick Leave Bank Committee. The Village Administrator shall keep all pertinent medical records submitted by an employee and/or physician.

**18.2 Initial Membership:** Between October 1, 2014 and October 31, 2014, an employee who is on active duty (not on paid or unpaid sick leave) and has completed at least one (1) year of continuous employment with the Village of Tarrytown may enroll in the Group Sick Leave Bank.

**18.3 Eligible Date for New Hires:** A newly hired employee may enroll in the Group Sick Leave Bank within thirty (30) calendar days of completion of one (1) year of continuous employment with the Village of Tarrytown, provided such employee is on active duty (not on paid or unpaid sick leave).

**18.4 Open Enrollment Period:** There will be an “open enrollment” period between June 1 and June 15 of each calendar year during which an employee who is on active duty (not on paid or unpaid sick leave) and has completed at least one (1) year of continuous employment with the Village of Tarrytown may enroll in the Group Sick Leave Bank. Such employee must be a member of the Group Sick Leave Bank for at least three (3) months before being eligible to draw sick leave from the Group Sick Leave Bank.

**18.5 Initial Investment:** An employee must submit a written request to enroll in the Group Sick Leave Bank. At that time, an initial “investment” of **five (5) days** will be transferred from the employee’s accrued sick leave credits to the Group Sick Leave Bank.

**18.6 Subsequent Investments:** In the event the total number of hours in the Group Sick Leave Bank falls below **twenty-five (25) days**, at that time **two (2) days** will be transferred from each “member’s” accrued sick leave credits to the Group Sick Leave Bank.

**18.7 Maintenance of Membership:** If an employee does not have **two (2) days** of sick leave credits to be transferred for a “subsequent investment” (as set forth in the above paragraph), such employee’s membership in the Group Sick Leave Bank will be suspended until the employee has accrued **two (2) days** to be transferred.

**18.8 Qualifying Event:** Only non-work-related illnesses or injuries are eligible for this program. For the purpose of this program, a qualifying event will be defined the same as it is for an employee’s own illness or injury under the federal Family and Medical Leave Act. The Group Sick Leave Bank Committee will determine what documentation will be acceptable for establishing the employee’s eligibility.

**18.9 Drawing Sick Leave from the Bank:** To draw sick leave from the Group Sick Leave Bank, an eligible employee must submit the appropriate application and documentation to Group Sick Leave Bank Committee.

An employee may draw from the Group Sick Leave Bank only after all of the employee’s accrued sick leave credits have been exhausted. Any sick leave credits that may be accrued by the employee while the employee is drawing sick leave from the Group Sick Leave Bank must be exhausted before continuing to draw sick leave from the Group Sick Leave Bank.

An employee may not draw more than **twenty-five (25) days** from the Group Sick Leave Bank in any rolling twelve-month period.

After the employee has returned to work, routine follow-up medical appointments will not be covered by the Group Sick Leave Bank.

## **ARTICLE 19      WORKERS' COMPENSATION**

**19.1 Coverage:** In accordance with New York State law, the Village will make available a Workers' Compensation plan for job-related injuries or illnesses.

**19.2 Use of Leave Credits (hired before June 1, 2013):** Any employee hired **before** June 1, 2013, who is necessarily absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law, may, pending adjudication of the case, and while said disability renders the employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits). Except as provided in 7.2 and 17.2, vacation, sick leave, and personal leave credits shall not be earned for periods when an employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted such employee may then be granted leave of absence without pay.

When the Workers' Compensation Board has made an award for loss of time for such period shall be credited to the Village. Upon return to active duty, such employee shall be re-credited with that portion of earned credits consumed during the period of absence in proportion to the amount of Workers' Compensation award for such loss of time.

**19.3 Continuation of Medical Insurance (hired before June 1, 2013):** The Village will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Village's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time OR is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Village will continue to make its contributions.

**19.4 Use of Leave Credits (hired after June 1, 2013):** Any employee hired **after** June 1, 2013, who is necessarily absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law, may, draw from the sick leave credits, then personal leave credits, and then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When all earned credits have been exhausted such employee may then be granted leave of absence without pay. When the insurance company makes payment, the Village shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

**19.5 Continuation of Medical Insurance (hired after June 1, 2013):** The Village will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Village's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time AND is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Village will continue to make its contributions.

## **ARTICLE 20 ORGANIZATIONAL ACTIVITIES & DUES DEDUCTIONS**

**20.1** Neither the CSEA nor any employee shall engage in employee organizational activities during the regular working day.

**20.2** Employees may elect to have their CSEA dues and insurance contributions deducted by the Village from their pay at regular intervals and remitted in combined amounts to CSEA Headquarters in Albany, New York, including such contributions as the employee may elect to make the CSEA Master Plan.

**20.3** The Village will, as soon as is reasonably practical, upon receipt of a voluntary individual written authorization in a form approved by Village, deduct from the wages of such authorizing employee, such sums as are authorized, and remit the same monthly amount to the CSEA Credit Union specified in the said authorization. In the event such authorization is at any time thereafter revoked in writing and received by the Village, the Village shall cease making deductions at the earliest date convenient to it. In the event of any such revocation, no further authorization by such revoking employee need be made by it, during the term of this agreement.

## **ARTICLE 21 CSEA PRIVILEGES**

**21.1** CSEA shall be notified by the Village of proposed changes in personnel rules and procedures and afforded an opportunity to discuss the same prior to their adoption by the Village, which shall retain its absolute discretion with respect thereto.

**21.2** CSEA shall have the right to post notices and communications on bulletin boards maintained on Village premises provided, however, that such right shall not be exclusive and shall not be exercised unreasonably.

**21.3** The President of the Westchester Local of the CSEA, or his designated representative, shall have the right to visit Village facilities during regular business hours for the purpose of adjusting grievances and administering the terms of this agreement provided only that such visits shall not disrupt the regular business of the Village or the performance of employees of their regularly assigned duties.

**21.4** Employees designated or elected to adjust grievances hereunder or to maintain this agreement shall have a reasonable amount of released time to fulfill such obligations.

**21.5** A copy of this agreement shall be made available by the Village for reference by employees at each department or agency.

**21.6** The elected delegate of the Tarrytown Municipal Employees Unit shall have released time, with pay, to attend CSEA State Organizational conference provided, however, that such released time shall not exceed five (5) days in any one (1) year. Notice of intention to attend must be provided at least one (1) month in advance of the conference.



## **ARTICLE 22      GRIEVANCE PROCEDURE**

**22.1 Objective:** It is the declared objective of the Village and the CSEA to encourage the prompt and informal resolution of employee complaints as they may arise and to provide recourse to orderly procedures, consistent with Article XVI of the General Municipal Law, for the satisfactory adjustments of complaints.

### **22.2 Definitions:**

1. "Employee" shall mean any person directly employed by the Village included in the Negotiating Unit or any number of such employees similarly affected by an alleged grievance.

2. "Grievance" shall mean a complaint by an employee or by the CSEA, through its officers, that there has been a violation of any of the provisions of this agreement, except that the term "grievance" shall not apply to any matter as to which the Village is without authority to act or the dismissal of an employee.

3. "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.

4. "Immediate Supervisor" shall mean the following staff persons: DPW – Superintendent of Public Works; Recreation – Recreation Supervisor; Police – Police Chief; and Library – Library Director.

5. A class grievance is a grievance filed by one or more individuals on behalf of more than one employee or the union, or both, where all members of the class are similarly aggrieved.

**22.3 Basic Principles:** Employees, through the Union, shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. The Union must concur, in writing, on a request to file a grievance. The CSEA, through its officers, shall have the right to present grievances in accordance with these procedures, including class grievances. An employee shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his/her own choice, provided, however, that such person is not an officer in an employee organization other than the CSEA and provided further that a CSEA representative shall be permitted to audit any grievances beyond the informal stage. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining thereto and shall have the right to obtain copies thereto. All hearings shall be confidential unless requested otherwise by the aggrieved party. Each supervisor shall have the responsibility to consider promptly each grievance presented to him and to make a determination within the authority delegated to him within the time specified in these procedures.

**22.4 Informal Stage:** All grievances shall be presented for adjustment, in the first instance, to the immediate supervisor of the aggrieved employee, and the appropriate Shop Steward. The first step of the grievance procedure need not be in writing but it shall be taken, if at all, within ten (10) days from the time when the employee becomes aggrieved and a decision thereon shall be rendered within ten (10) days thereafter.

## **22.5 Formal Stage:**

1. Within ten (10) days after determination has been made at the Informal Stage, aggrieved employee, or his/her representative, may make a written request to the Village Administrator\* for review and determination.

The Village Administrator\* shall immediately notify the aggrieved employee, the immediate supervisor of such aggrieved employee, and any other person previously rendering a determination in the subject matter of the grievance and shall require each of them to submit written statements to him/her within ten (10) days setting forth the specific nature of the grievances, all the facts relating thereto, the determination or determinations previously rendered, and the aggrieved employee's reasons for being dissatisfied with such determination or determinations. Copies of such written statements shall be made available to the aggrieved employees.

2. Upon request of any party to a grievance, the Village Administrator\* may notify all concerned in the subject matter of the grievance, of the time and place when a formal hearing will be held where such persons may appear and present oral and written statements supplementing their position in the case. Such hearings shall be held within ten (10) days after receipt of the written statements from the aggrieved employee, his/her immediate supervisor and any other person rendering determination in the matter. Said period may be extended by mutual consent. Within ten (10) days thereafter, the Village Administrator\* shall render a decision in writing.

3. If the grievance is not satisfactorily resolved by the Village Administrator\*, it may be submitted to binding arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association then in effect provided, however, that the arbitrator shall have no power to alter or modify any express provision of this agreement or to render any award or determination which by its terms affect any such altercation or modification. The Village and CSEA shall bear equally the costs of such arbitration proceedings, exclusive of attorney's fees.

(\*If there is no Village Administrator, the Mayor or his designee will perform the duties of the Village Administrator hereunder).

## **ARTICLE 23 CLOTHING ALLOWANCE**

**23.1** The Village will provide on an annual basis a clothing allowance in the amount of six hundred dollars (\$600) to be paid in June of every year to members of the highway, sanitation, water, recreation, general maintenance departments, and the police dispatcher and the parking enforcement officer/school crossing guard in the police department. Employees not having one (1) continuous year of service prior to June will be paid after probation is completed and then pro-rated for the amount of time employed beginning the first day of employment.

**23.2** The Village will specify appropriate apparel to be worn while in the employment of the Village for overall general appearance as well as safety. Those items will include, but not be limited to, approved work pants, work shoes, the prohibition of shorts and working shirtless by maintenance people. The Village expressly disallows the wearing of sneakers, shorts, sweatpants, cutoff shirts, tattered and ripped clothing or any apparel that presents an unruly and unkempt appearance.

Village-approved shirts shall be worn during the summer months.

## **ARTICLE 24      PERSONAL PROPERTY**

**24.1** With regard to personal property, the Village will reimburse any individual in any one (1) fiscal year for damages incurred to personal property during the course of employment. The following limits will apply:

Eyeglasses - Full Cost

Watches and other Jewelry - \$250.00

Clothes, including shoes (Library and Clerical employees only) - \$250.00

Any person making a claim under this article must provide the Village with sufficient evidence to show they had in their possession the damaged item while at work and must turn over the damaged item to the Village in order to receive payment.

## **ARTICLE 25      PRODUCTIVITY AND PERFORMANCE**

Delivery of Village services in the most efficient and effective manner is of paramount importance to the Village and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain higher level of effectiveness, the parties hereby agree to create a committee of no less than three (3) Union members and three (3) Village members to conduct studies of methods, procedures and techniques under which the above goals may be achieved, as well as means for equitable distribution of any productivity benefits that may be realized.

The creation of this committee will act to assist the Village as it develops these goals and established objectives and standards to meet them.

## **ARTICLE 26      NO-STRIKE PLEDGE**

The CSEA and the Village declare their adherence to the principle that differences between them shall be resolved by peaceful and appropriate means without interruption of public services. The CSEA, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by personnel covered by this Agreement nor any instigation thereof. Neither the CSEA, its officers or directors, nor any employee shall assert the right to strike against the Village, or shall advocate, assist or participate in any such strikes or impose an obligation to conduct, assist or participate in such a strike.

## **ARTICLE 27      AWARDS PROGRAM**

Suggestions for improvements in methods used in operations and maintenance procedures are always welcome, as are suggestions for reducing costs. Employees having such suggestions may submit them in writing to the Village Administrator for consideration for cash awards.

Suggestions will be reviewed as received by a committee consisting of the employee's Department Head, Village Administrator, CSEA Unit President and one (1) CSEA departmental member. Recommendations for cash award ranging from \$10 to \$100 will be made by the committee for each suggestion consistent with the merit and value of the suggestion.

## **ARTICLE 28 SAVINGS CLAUSE**

**28.1** If any provision of this of this agreement is or shall at any time be declared to be contrary to law, then such provision shall not be applicable or performed or enforced and all other provisions of this agreement shall continue in full force and effect.

## **ARTICLE 29 MATTERS NOT COVERED**

**29.1** The parties agree that to the extent agreement is possible on negotiable items it has been reached in the agreement and that negotiations will not be reopened on any item, whether contained herein or not, during the term of this agreement.

## **ARTICLE 30 MANAGEMENT RIGHTS**

**30.1** Unless expressly limited to this agreement, the rights, powers, and authority held by the Village of Tarrytown, including any of its Boards, Agencies, Departments or Commissions pursuant to any Village Charter, current or future, general or special act of the Legislature, Village Ordinance or Local Law, Regulation or other type of lawful provision over Village matters involving the operating Departments of the Village of Tarrytown as they are now formulated or as they may be formulated in the future, including but not limited to, full operational control over the policies, practices, procedures, regulations and directions with respect to employees of the Departments covered by this Agreement shall be vested solely and exclusively in the Village of Tarrytown.

## **ARTICLE 31 AGENCY SHOP**

**31.1** Pursuant to Section 208.3b of the Civil Service Law, the Village agrees to deduct from the wages of all members of the Negotiating Unit represented by the Tarrytown Unit of the CSEA who have not filed dues deduction authorization with the Village, an amount equivalent to the amount of dues levied by the unit for all other members and remit same pursuant to current procedures.

## **ARTICLE 32 LABOR MANAGEMENT COMMITTEE**

**32.1** A Labor Management Committee shall be formed. The make-up of the size and duties should be formalized with the guidance of the CSEA representative and the Village Administrator or the Chief Executive Officer of the Village or his designee.

## **ARTICLE 33 TUITION REIMBURSEMENT**

**33.1** Employees may apply to the Village Administrator for payment for tuition reimbursement for college level courses necessary to the employee's job title. The employee must apply in writing to the Village Administrator prior to commencing the requested course and receive tentative approval prior to starting the course. The Village Administrator must tentatively approve the course prior to commencement for the employee to be eligible for reimbursement. Payment shall be made for tentatively approved courses upon presentation of written evidence that this employee earned a grade of B or better. The maximum amount to be expended by the Village in a fiscal year is \$10,000.

## **ARTICLE 34 HEALTH AND SAFETY COMMITTEE**

**34.1** Employees covered by this Agreement are entitled to a safe and healthy work environment in the Village. There shall be established a Health and Safety Committee, which shall be comprised of three (3) members from the CSEA and three (3) members from the Village.

**34.2** Employees are expected to report any conditions which they believe are unsafe, unhealthy or hazardous to the General Foreman (Department of Public Works), Recreation Supervisor (Recreation Department), Administrative Services Lieutenant (Police Department) or Library Director (Library), who shall investigate the complaint on an immediate basis and shall have said hazard removed or the unsafe or unhealthy work condition corrected. If the hazard cannot be immediately rectified, the employee(s) shall be removed from the area until such time as said condition has been rectified.

**34.3** No employee shall be ordered to drive any vehicle which has been deemed to be unsafe by the Lead Maintenance Mechanic -Automotive or the General Foreman. Should an employee believe the vehicle assigned to them is unsafe, the employee shall report the defects/deficiency to the Lead Maintenance Mechanic-Automotive or General Foreman. The Lead Maintenance Mechanic-Automotive or General Foreman shall investigate the claim and should the vehicle be deemed unsafe, no employee shall be directed to operate the vehicle until such defects/deficiencies are repaired.

**34.4** All injuries must be reported immediately to the employee's supervisor and the employee must complete the "Initial Report" for Workers' Compensation purposes. If the employee is unable, due to the injury, to complete the form, a representative from the CSEA may complete the form for the injured employee. The supervisor must report the injury immediately to the Village Clerk.

## **ARTICLE 35 REQUIRED TAYLOR LAW LANGUAGE**

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

## **ARTICLE 36      DURATION OF AGREEMENT**

The effective date of this Collective Bargaining Agreement and each of its provisions shall be June 1, 2012 and shall continue in force until May 31, 2016.

**VILLAGE OF TARRYTOWN**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

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**Michael Blau**  
**Village Administrator**

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**Nick Maltese**  
**Unit President**

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**Date**

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**Date**

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**Michael A. Richardson**  
**Labor Relations Consultant**

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**Patricia Russell**  
**Labor Relations Specialist**

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**Date**

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**Date**