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

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GG/6849

**AGREEMENT**

between

**THE CITY OF NEW ROCHELLE**

And

**New Rochelle School Crossing Guards Unit  
Civil Service Employees Association, Inc.  
Local 1000, AFSCME., AFL-CIO  
Westchester Local 860**

Effective January 1, 2008 — 12/31/11

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

JUN 17 2009

**ADMINISTRATION**

AGREEMENT  
BETWEEN  
THE CITY OF NEW ROCHELLE  
AND  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
Local 1000 AFSCME, AFL-CIO  
WESTCHESTER LOCAL 860  
NEW ROCHELLE SCHOOL CROSSING GUARDS UNIT

Effective January 1, 2008

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ARTICLE I - RECOGNITION

1. Recognition.

The City recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Westchester Local 860, New Rochelle School Crossing Guards Unit as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all School Crossing Guards employed by the City. The period for unchallenged recognition shall exist until the next succeeding budget submission date.

2. Dues Deduction. The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card, the amount certified by an officer of CSEA as association dues. Deductions will be made from the payroll bi-weekly and the total dues collected will be delivered to the Treasurer of CSEA. Authorization shall not terminate while an employee is covered by this agreement unless said employee notifies the Department of Finance of his intention to no longer have such deductions made. Said notification shall be in writing.

3. Agency Shop. Effective upon the signing of this Agreement by the parties, the City agrees, that in accordance with Chapter 677 of the 1977 Laws of the State of New York, to deduct from the salary of an employee who is not a member of CSEA, but who is represented by CSEA for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of CSEA, provided that CSEA establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee deduction which represents the employee's pro rata share of expenditures by CSEA in aid of activities or cause only incidentally related to terms and conditions of employment.

ARTICLE II - LEAVES

A. VACATION LEAVE

1. Annual Vacation Leave. Every regular permanent employee in this bargaining unit shall be entitled to an annual vacation leave as hereinafter set forth.

An annual vacation leave allowance shall be earned by and granted to every employee of this bargaining unit as hereinabove defined in accordance with the following schedule:

<u>Leave-Earning Category</u>	<u>Annual Vacation Leave Allowance</u>	<u>Monthly Accrual</u>
Employees who have completed less than 12 months of service	Up to 5 working days	5/12 day

Employees who have completed 12 months of service	5 working days	5/12 day
Employees who have completed 5 full years of service	7-1/2 working days	5/8 day
Employees who have completed 12 full years of service	10 working days	5/6 day

Normally, employees shall not be granted any vacation with pay during the period of any probationary term. However, such probationary service shall be included in the total service for the purpose of determining the employee's total earned vacation accrual. Where the department work schedule is so rigid as to make necessary the granting of annual vacation leave to any employee during all or a portion of the specified probationary term, the minimum and maximum periods of such probationary term shall be extended proportionately to the number of work days granted as leave in accordance with Rule XIV of the Municipal Civil Service Commission. Vacation leaves shall be scheduled so as to commence on the working day following the last working day prior to commencement of the applicable school systems summer recess.

In any year in which an employee resigns or retires from the City's service, he shall only be entitled to take or to be paid for such annual vacation leave for that same year as he earns up to the date of resignation or retirement. However, any employee who was originally appointed to the City's service prior to January 1, 1962, shall be entitled to his full annual vacation leave for the year of his retirement regardless of the date of his retirement.

For the earning of annual leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time in service by an employee. Thus, properly approved absences with pay including those due to certified sickness or injury or absences with pay for military service as required by law shall not affect an employee's entitlement to accrue annual vacation leave credits.

2. Special Severance Vacation Leave. In the final year during which retirement of an employee is scheduled, upon the recommendation of the department head and the approval of the City Manager, special vacation leave with pay may be granted in accordance with the following schedule.

- In the 25th year of service - 1/12th of work year
- In the 30th year of service - 1/6th of work year
- In the 35th year of service - 1/4th of work year

In computing the actual leave allowance under this Section, service in excess of the minimum period up to the maximum period shall be prorated in accordance with the years of service in addition to regularly scheduled annual vacation leave.

3. Cash Payment for Unused Vacation. Any regular full time or part time employee of the City entitled to annual vacation allowance may upon separation from the City service by reason of resignation or retirement receive the monetary value of accumulated and unused vacation time and in the case of death in service the beneficiaries of such deceased employees may receive the same.

4. Charges Against Annual Vacation Leave. Only regularly scheduled annual vacation leave, religious holy day, or compassionate leave shall be charged against annual vacation leave accrual.

B. Sick Leave.

5. Sick Leave Policy. Employees covered by this AGREEMENT shall be entitled, as a privilege incidental to their employment, designed to protect them against loss of pay during periods of illness or disability, to accrue monthly a sick leave allowance up to the stipulated maximum as hereinafter provided.

6. Sick Leave Accrual. Normal sick leave allowance accrual shall be ten (10) days a year computed at the rate of one (1) day per month for each month of work performed by the employee diminished by any sick leave taken by any employee during the calendar year. Any regular sick leave allowance accrued at the end of any calendar year shall be carried over to the next year, but not in excess of one hundred and sixty-five (165) days.

The minimum increment of charge against accumulated sick leave allowance shall be one (1) working day.

7. Sick Leave Extension. Where an employee, because of sickness or disability, is required to remain away from his employment beyond the maximum normal sick leave entitlement accrued to his credit, such an employee may be granted additional sick leave extension up to but not in excess of sixty (60) days with pay. Such sick leave extension may be granted upon certification by the City Physician or the employee's private physician, specifying the additional time required by such employee at the request of the employee or any person on his behalf in writing. Such request for additional sick leave extension together with the doctor's certification shall be filed with the employee's department head and approved by the City Manager before such extension is granted. IN NO EVENT SHALL THE TOTAL SICK LEAVE WITH PAY EXCEED ONE HUNDRED AND EIGHTY (180) DAYS IN ANY ONE CALENDAR YEAR.

8. Sick Leave Control and Certification.

The granting of sick leave with pay within the limits of the allowance accumulated to the employee's credit shall lie within the discretion of the employee's department head. Upon becoming physically or mentally disabled, the employee or some person acting in his behalf shall give prompt notice thereof at the beginning of the first day of absence to the employee's department head.

Where employees are absent from work only infrequently and there is no record of unusual or recurring use of sick leave privilege, the department head may allow absences up to two (2) consecutive working days without a doctor's certificate. An absence of three (3) or more consecutive working days shall be required to be substantiated by a certificate either from the City Physician or the employee's private physician attesting to the fact that the absence was necessitated by a legitimate sickness or disability. An absence commencing on the last working day of a week and continuing through the first working day of the following week shall require a certificate as hereinabove described. Notwithstanding the foregoing, a department head who from the record feels that an employee is making improper, excessive or recurrent use of accrued sick time or who for other good and sufficient reason doubts the validity of the absences shall immediately report such absence to the City Physician, who shall thereupon make such investigation of the alleged physical or mental disability, as he shall deem proper. The City Physician shall promptly certify and transmit to the employee's department head his finding as to whether or not the sick leave privilege is being abused. Employees whose absences require certification, as herein above prescribed, shall not be entitled to sick leave with pay without furnishing such certification either from the City Physician or his private physician.

A record of persistent and frequent absences whether or not accompanied by medical certification, shall be cause for investigation of each subsequent absence by the City Physician at the request of the department head. On such request the City Physician shall inquire into and report to the department head whether or not each such absence justified the sick leave privilege granted herein. Employees whose subsequent absences are found to be not certifiable as being caused by sickness or disability shall not be entitled to sick leave with pay.

9. Restrictions on the Use of Sick Leave. Accumulated or unused sick leave shall not form the basis for granting extra pay or for extension of vacation periods. Such sick leave may be consumed only by absences from work caused by sickness or disability.



10. Workers' Compensation Leave. An employee who gives notice to the EMPLOYER that he is absent from work because of occupational injury or illness as defined in the Workers' Compensation Law, and that he is claiming benefits under the law, shall be allowed leave with full pay, commencing from the first day of disability, for a period not to exceed cumulatively six (6) months (130 working days) without charge against the employee's accumulated sick, vacation or personal leave credits, unless the EMPLOYER controverts the employee's claim for Workers' Compensation Law Benefits. Such notice shall be given to the EMPLOYER within forty-eight (48) hours after the accident causing such injury or illness, or within forty-eight (48) hours after the employee, with the exercise of due diligence, should reasonably have discovered such injury or illness, whichever event shall first occur.

(a) Controverted Claims. If the EMPLOYER controverts or disputes the employee's claim for benefits under the Workers' Compensation Law, the employee's absence from work due to alleged occupational injury or illness shall be charged against accrued sick leave, personal leave and annual vacation leave in that order. If the Workers' Compensation Board subsequently finds in favor of the employee, or a determination of the Workers' Compensation Board in favor of the employee is finally affirmed on appeal, whichever event last occurs, then accrued sick leave, personal leave or vacation leave credits used by the employee to cover the aforementioned absence, shall be restored to him in accordance with subparagraph (c) of this Section.

(b) Employer's Right to Reimbursement. If an employee receives either a lost time or a schedule award, or both, from the Workers' Compensation Board, the EMPLOYER shall be entitled to a reimbursement credit against such award or awards equal to the amount of wages paid, to the employee for the total period the employee was absent from work as a result of such accidental injury or illness. The EMPLOYER shall be entitled to such reimbursement irrespective of whether or not it has filed a reimbursement request with the Workers' Compensation Board, and irrespective of any decision of the Workers' Compensation Board relative to such reimbursement request.

(c) Restoration of Leave Credits. Any leave credits used by an employee to cover a period of absence, not in excess of the period for which the Workers' Compensation Board has made an award of compensation, shall be restored to him in full. In the event the EMPLOYER appeals from any such award of the Workers' Compensation Board, said credits shall not be restored until there has been a final determination of all appeals by the EMPLOYER from such award. Such restored leave credits may not again be used for any future absences attributable to the same injury or illness or to any injury or illness causally related to the accident or occupational illness out of which the initial award arose.

(d) Medical Examination. In order to enable the EMPLOYER to make such determinations as it deems to be necessary or useful with regard to any injury or illness alleged to be covered by the provisions of the Workers' Compensation Law, the EMPLOYER may require the employee to be examined at any time by a physician or specialist designated by it. Notice of such examination and of the date, time and place thereof, shall be given to the employee by mailing him a notice by regular mail addressed to him at his residence address as shown by the records of the Department of Personnel, setting forth the name of the physician or specialist who is to examine him and the date, time and place of such examination.

(e) Work Rule. All the provisions of paragraph 9 and 10 relative to the "employee" shall constitute a work rule with which all employees are required to comply.

(f) Effect of Invalidity. In the event that any of the EMPLOYER'S rights under this paragraph 10 are held to be invalid or unenforceable by a final determination of the Workers' Compensation Board or a court of competent jurisdiction, then and in such event, this entire Section shall be null and void and of no force and effect, and will be subject to re-negotiation at the request of either of the parties hereto.

### C. ALL OTHER LEAVE

11. Compassionate Leave. Any regular employee of the City shall be granted, upon request, a leave of up to four (4) consecutive working days with pay on account of each death of a member of the employee's immediate family.

In the event of critical or serious illness of a member of an employee's immediate family, leave with pay up to four (4) consecutive working days may be granted upon certification by the employee's private physician or the City Physician that the employee's presence at the bedside of the critically or seriously ill member of the immediate family was absolutely essential to the treatment, care and possible recovery of the ill person from a medical or therapeutic standpoint. Such certification shall be presented to the employee's department head and approved by the Director of Personnel before such leave with pay is granted. Such period of leave with pay may be extended to a maximum of ten (10) working days upon certification as hereinabove set forth. Any excess above four (4) consecutive working days shall be charged either to sick leave, vacation or overtime credits accrued to the employee, as the employee may request.

The immediate family is defined as follows: Grandparents, brother, sister, spouse, child, father or mother of the employee or of his spouse or any relative of the employee or his spouse living in the same dwelling with the employee.

The maximum amount of leave on account of death or serious illness in the immediate family, when such leave is preceded, followed, or interrupted by a normal non-work day or days shall be reduced by the number of such non-work days.

12. Maternity Leave. The City shall abide by applicable Civil Service Law.

13. Jury or Court Leave. Upon furnishing proof satisfactory to the department head of the necessity for jury duty or court attendance for other than personal matters, leaves of absence with pay shall be granted to any regular full or part time employee so affected.

14. Religious Holy Day Leave. Any employee who desires or is required to observe a religious holy day by absenting himself from work, and such holy day is not recognized by a local or State law or ordinance as a non-work day, shall be entitled to such absence.

Such absence may be taken with or without pay. If with pay, such absence may be chargeable against annual vacation leave or personal leave.

15. Miscellaneous Leave. Any regular full time or part time employee of the City shall be entitled to leave with pay, in the discretion of his or her department head without charge to either sick leave or annual leave balances upon submission of satisfactory proof to the department head for the following purpose:

- (a) Health Department quarantine.
- (b) Participation in regularly scheduled Civil Service examinations or for official investigations or interviews in relation to Civil Service eligibility lists.
- (c) One and one-half (1-1/2) personal leave days with pay in any one calendar year, except that individuals shall have the option to accrue the one-half (1/2) day to a full day. Such personal leave day must be scheduled in advance and be approved by the department head or his designated deputy. The department head shall have the right, in his sole discretion, to re-schedule personal leave days where the granting of said personal leave days would cause a disruption in the essential City services or work project. Unused personal days that may not be accrued to the following year will be credited to sick leave.
- (d) For any other leave of absence with pay which is specifically required by law.

#### D. REVIEW OF RECORDS

16. Review of Records. During the month of June each year employees shall have the right to review records for accrual of sick leave and personal leave.

## ARTICLE III- SETTLEMENT OF DISPUTES

1. Scope and Intent. In the event of a dispute or a grievance between the EMPLOYER and the UNION or any employee represented by the UNION, representatives of the EMPLOYER and the UNION shall make an honest and sincere effort to adjust the same in an amicable manner. Failing such adjustment, the dispute settlement procedure as described in this Article of the AGREEMENT shall be followed. The procedure shall be used in seeking the settlement of any grievance or dispute which may arise between the parties, including the application, interpretation or enforcement of this AGREEMENT.

The time limits in the grievance procedure may be extended by mutual agreement in writing but otherwise shall be strictly enforced and shall not be deemed waived because of any prior failure(s) to adhere to same.

Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

2. First Stage. The grievance shall be filed with the immediate supervisor, in writing, within ten (10) work days of its occurrence. The supervisor shall attempt to settle the grievance and shall respond to the grievant, in writing, within two (2) work days of his receipt of the grievance. In filing the grievance, the UNION'S standard grievance form shall be used.

3. Second Stage. If the grievance has not been settled at the first stage, it shall be presented, in writing, by the employee or the UNION to the department head within five (5) work days after the supervisor's response is due. The department head or his designee shall issue his response to the grievant, in writing, within three (3) work days after referral of the grievances to him.

4. Third Stage. If the grievance still remains unsettled, it shall be presented by the UNION to the EMPLOYEE'S Director of Personnel, in writing, within five (5) work days after the response of the Department head is due. The Director of Personnel shall act upon the grievance within five (5) work days after his receipt of the matter in the form of a written response to the UNION with copies to the City Manager, the department head and the employee.

5. Arbitration. Grievances which have not been settled through the third stage shall be referred either to advisory arbitration or binding arbitration, as appropriate, if either party serves written notice on the other requesting arbitration. Such notice shall be filed within twenty (20) work days after the decision of the Director of Personnel is due.

6. Advisory Arbitration. If the grievance to be arbitrated concerns any matter not involving issues directly related to the interpretation, application or enforcement of the provisions of this AGREEMENT, it shall be referred to advisory arbitration only.

Advisory arbitration shall be conducted by a panel of three (3) members appointed by the City Manager. One (1) member shall be designated by the EMPLOYER, one (1) member shall be designated by the UNION, and the third member, who shall be Chairman, shall be a person who is acceptable to both parties.

The hearing before the advisory arbitration panel shall be held within ten (10) work days after receiving written request for review. The panel shall give at least two (2) work days notice of the time and place of such hearing to the employee, the UNION, the City Manager and Director of Personnel, all of whom shall be entitled to be present or represented at the hearing.

The advisory arbitration panel may make and amend the rules and regulations for the conduct of its proceedings not inconsistent with the provisions of this AGREEMENT.

The advisory arbitration panel shall not be bound by formal rules of evidence. A written summary shall be kept of each hearing held by the panel.

The advisory panel shall neither add to, detract from nor modify the language of any provision of this AGREEMENT relative to matters before it. The panel shall confine itself expressly to the precise issue submitted for advisory arbitration and shall have no authority to make a recommendation on any other issue not submitted to it.

The advisory arbitration panel shall make its report in writing within five (5) work days after the close of the hearing. It shall immediately file copies of its report with the employee, the City Manager, the Department Head, the UNION, and the Director of Personnel. The report shall include a statement of the panel's findings of fact, conclusions and advisory recommendations.

After review of the advisory arbitration panel's report and recommendations, the City Manager shall make a final and binding determination. If the City Manager finds that he is unable to render a final determination on the basis of the advisory arbitration panel's record and report, he may reopen the record for the purpose of taking additional evidence to aid him in reaching a decision, which decision shall be rendered within thirty (30) days after his receipt of the report from the advisory panel.

7. Binding Arbitration. If the grievance to be settled involves issues directly related to the interpretation, application or enforcement of the provisions of this AGREEMENT, it shall be referred to binding arbitration. The arbitrator shall not require the EMPLOYER to desist from or change its conduct with respect to its obligations as recited by State statute or City Charter. In addition, the arbitrator shall not overrule any regulations by the Municipal Civil Service Commission nor any rules and regulations lawfully adopted by said Commission, except to the limited extent that same shall directly contradict an explicit provision in this AGREEMENT, and then provided only that said overruling shall be in compliance with law as same may be determined by a court of competent jurisdiction. The arbitrator shall not alter wage rate schedules, retirement benefits, established budget appropriations, or established personnel authorizations, including but not limited to, the addition or elimination of any jobs or job slots. All matters directly related to the interpretation, application, or enforcement of the provisions of this AGREEMENT are subject to arbitration. The above delineations to the arbitrator clarify the intent of the parties as to the meaning of the substantive provisions of this contract.

Binding arbitration shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION as soon as possible after notice has been given by either party of intention to proceed to binding arbitration. The arbitrator shall be selected from a panel of impartial arbitrators furnished by the American Arbitration Association, in accordance with its rules.

No issue whatsoever shall be arbitrated or subject to arbitration unless issue results from an action or occurrence which takes place following the effective date of this AGREEMENT, and no arbitration determination or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the effective date of this AGREEMENT. In the event that this AGREEMENT is terminated, rights to arbitration thereupon cease. This provision, however, shall not affect any arbitration proceedings which were properly commenced prior to the expiration date or termination of this AGREEMENT.

No item or issue may be the subject of arbitration unless such arbitration is formally requested within sixty (60) working days following the action or occurrence which gives rise to the issue to be arbitrated. This provision is one of limitation and no award of any arbitrator may be retroactive to a date which is earlier than ten (10) working days prior to the filing of the grievance.

The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the expressed terms of this AGREEMENT. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the disputes submitted to arbitration.

The arbitrator shall neither add to, detract from, nor modify the language of this AGREEMENT in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed.

The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensating its own representatives and witnesses.

#### ARTICLE IV - NO STRIKES

CSEA covenants that during the term of this contract it shall not induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignation. This article shall not be construed to limit the right and duties of public employees and employee organizations under State Law.

#### ARTICLE V - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be observed by the City; determine the standards of selection for employment; direct the employees; take disciplinary action; relieve the employees of duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the contents of job classification; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City's decisions on these matters are not within the scope of collective negotiation.

#### ARTICLE VI - WORK SCHEDULE

Following is the work schedule for School Crossing Guards:

##### SCHEDULE

##### Monday, Tuesday, Thursday and Friday

8:00 A.M. to 9:10 A.M.  
11:00 A.M. to 1:10 P.M.  
2:30 P.M. to 3:40 P.M.

##### Wednesday

8:00 A.M. to 9:00 A.M.  
10:30 A.M. to 1:10 P.M.  
1:50 P.M. to 2:40 P.M.

NOTE: It is understood that the City may schedule up to twenty-three (23) hours per week without additional compensation.

The City reserves the right, however, to change the schedule in accordance with the needs of the public and parochial school systems upon advance notice to the employee with a copy to CSEA. Notice shall be given as soon as the need is recognized by the City. It is contemplated that, barring unforeseen or unusual circumstances, at least one week's notice can be given. CSEA shall have the right to discuss the change prior to its effectuation.

Employees shall report for work on all days on which schools, public or parochial, are officially opened. Any employee without an assigned post on any day that school is open shall report to Police Headquarters by telephone or in person not later than 7:30 A.M. on such date.

The normal work week shall not exceed twenty-three (23) hours per week per employee. In the event the employee works more than twenty-three (23) hours per week said employee shall be compensated for any such time worked.

Work schedule for substitute Guards shall be subject to mutual study.

ARTICLE VII - COMPENSATION

The City agrees to pay each School Crossing Guard the following per diem pay rates which provide for a minimum hiring rate and two service increments. Each service increment shall be payable after completion of twelve months of satisfactory service:

	<u>Minimum</u>	<u>2<sup>nd</sup> Step</u>	<u>Maximum</u>
Effective January 1, 2008	\$63.90	\$65.83	\$69.11
Effective January 1, 2009	\$66.30	\$68.29	\$71.70
Effective January 1, 2010	\$68.62	\$70.68	\$74.21
Effective January 1, 2011	\$70.68	\$72.81	\$76.43
Effective July 1, 2011	\$71.38	\$73.53	\$77.20

An employee assigned to 180 days during a school year shall receive the per diem rate multiplied by 180. Payroll shall be calculated on the basis of 180 days in twenty (20) payments in accordance with present procedures. An employee assigned to more than 180 days during a school year shall receive an additional day's pay or part of a day's pay for each day or part day worked. An employee who works such additional days shall be paid for such days at the end of the work year in June. An employee who works additional hours in any given day shall be paid for such hours in the next pay period. All deductions for failure to work shall be based on the applicable per diem rate.



School Crossing Guards shall be considered annual employees of the City.

School Crossing Guards working on a holiday when school, either public or parochial, is in session, and shall be paid at the regular rate.

An annual longevity amount will be paid after completion of years of service as a regular School Crossing Guard as follows:

<u>Year</u>	<u>A total of 5 Years</u>	<u>A total of 10 Years</u>	<u>A total of 15 Years</u>
2008	\$25	\$35	\$50
2009	\$50	\$70	\$100
2010	\$75	\$105	\$150
2011	\$100	\$140	\$200

Such amount shall be prorated to each of the bi-weekly payrolls.

#### ARTICLE VIII - PENSION BENEFITS

Retirement. The EMPLOYER provides the following retirement plans to employees covered by this AGREEMENT who are members of the New York State Retirement System.

- Tier I for employees who joined the Retirement System prior to July 1, 1973: Section 75i of the New York State Retirement and Social Security Law (N.Y. Ret. Law).
- Tier II for employees who joined the Retirement System between July 1, 1973 and July 26, 1976: Section 75i of the N.Y. Ret. Law.
- Tier III for employees who joined the Retirement System between July 27, 1976 and August 31, 1983: Article 14 of the N.Y. Ret. Law.
- Tier IV for employees who joined the Retirement on or after September 1, 1983: Article 15 of the N.Y. Ret. Law.

The EMPLOYER also provides the following benefits where applicable:

- Guaranteed ordinary death benefit (Section 60-b N.Y. Ret. Law).
- Conversion of unused sick leave credits at the time of retirement up to a maximum of one hundred sixty-five (165) days into service credit for retirement purposes (Section 41-j N.Y. Ret. Law).

THE ABOVE RETIREMENT PLANS ARE SUBJECT TO LEGISLATIVE OR JUDICIAL CHANGES.

#### ARTICLE IX - UNIFORM AND MAINTENANCE ALLOWANCE

The City shall furnish at its expense at least the following equipment: One (1) pair of rain boots, one (1) raincoat, one (1) traffic vest.

An annual uniform and maintenance allowance of \$425 shall be paid by the City to each permanent School Crossing Guard by January 30th of each year.

#### ARTICLE X - HEALTH INSURANCE

The City agrees to pay five-sixth (5/6) of the full cost of health insurance (Statewide option or equivalent coverage) of School Crossing Guards hired prior to October 1, 1975, and to deduct from their bi-weekly pay the supplemental amount required to cover the cost of the full hospitalization premium necessary to provide coverage during non-working months, so as to avoid a large deduction from the last pay period of a Guard. For School Crossing Guards hired on or after October 1, 1975, the City shall pay one-half (1/2) of such cost. Deductions for the supplemental amount necessary shall be done as described above.

Unit employees hired January 1, 1982 or thereafter shall not be entitled to health insurance coverage.

ARTICLE XI – EMPLOYEE BENEFIT FUND

The City shall contribute to the School Crossing Guard Unit by April 1 the following annual sums to be used exclusively for the Employee Benefit Fund.

<u>Year</u>	<u>Total Amount per Unit Member</u>
2008	\$230
2009	\$270
2010	\$310
2011	\$350

ARTICLE XII - SENIORITY

1. Seniority shall mean service commencing from the date of original appointment as a School Crossing Guard.

2. In case of layoff, suspension or demotion due to reduction in the work force or abolition of positions for reasons of economy or discontinuance of service, seniority as hereinabove defined shall apply to all School Crossing Guards.

3. A vacated school crossing guard post made vacant due to dismissal, resignation, or retirement shall be filled by bidding by seniority. Notice of such vacancy shall be distributed by the first succeeding pay check period to all permanent employees. The City, however, shall have the right to select any one of the three most senior people bidding for the post. This same procedure shall be followed for only one vacancy created by the above procedure. The City shall have the right to fill the vacancy by substitutes or other means until the bidding process and selection is complete.

ARTICLE XIII – COMMUNICATIONS

The Police Department may, at its option, provide School Crossing Guards with a means to communicate from their posts to the Police Department. If the Police Department opts not to provide such means, a School Crossing Guard may opt to utilize her/his personal cell phone on a continuing basis to provide such communication. The cell phone number must be provided to the Police supervisor and duty call ins and outs must be made from the actual school crossing. A School Crossing Guard shall be reimbursed \$25 per work month such cell phone is utilized. Payment shall be made within two weeks of the end of the school year.”

#### ARTICLE XIV - LAYOFF

In the event it becomes necessary to layoff employees for any reason, such employees shall receive thirty (30) days notice in writing of such layoff, except that shorter notice may be given because of intervening circumstances including City Council failure to appropriate sufficient funds.

#### ARTICLE XV - TERM OF AGREEMENT

Except as otherwise provided this AGREEMENT shall be for a term of four (4) years commencing January 1, 2008, and terminating December 31, 2011.

This AGREEMENT shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, as provided in Article XIV of the Civil Service Law, that it desires to modify this AGREEMENT. In the event that such notice is given, negotiations shall commence within a reasonable time thereafter. To the extent required by law this AGREEMENT shall remain in full force and affect pending the effective date of a new and/or modified agreement.

#### ARTICLE XVI - WAIVER

This contract embodies the entire AGREEMENT of the parties thereto, terminating all prior agreements and practices and concluding all collective bargaining during the term of the AGREEMENT. The CSEA specifically waives the right to bargain with respect to any subject or matter not specifically referred to or covered in the AGREEMENT even though it may not have been in the knowledge or contemplation of the parties at the time the AGREEMENT was negotiated.

#### ARTICLE XVII - SAVINGS

It is agreed by the parties that if any provision of this AGREEMENT is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this AGREEMENT shall remain in full force and effect for the duration of this AGREEMENT.

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 XVIII - MAINTENANCE OF BENEFITS

Any benefit presently in effect applicable to employees covered by this AGREEMENT which exist pursuant to statute, or the City Charter, a City ordinance, an administrative Regulation, a written departmental regulation or otherwise substantiated practices, will be retained and remain in force as if such benefits have been an integral part of this AGREEMENT: except where such benefits have been abridged by this AGREEMENT, or where changes or modifications thereto have been mutually agreed upon by CSEA and the EMPLOYER.

Dated 2-24-09 CSEA SCHOOL CROSSING GUARD SECTION

WITNESS: Vivian A. Martin By: Rosetta Pigeas  
President

[Signature]  
CSEA Bargaining Representative

APPROVED AS TO FORM

Dated February 24 2009  
[Signature]  
Corporation Counsel

CITY OF NEW ROCHELLE  
By: [Signature]  
City Manager