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Title: **Larchmont, Village of and Village of Larchmont Water Department/Clerical Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2003)**

Employer Name: **Larchmont, Village of**

Union: **Village of Larchmont Water Department/Clerical Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Westchester County 860**

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AGREEMENT

by and between the

VILLAGE OF LARCHMONT

and the

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**

Local 1000, AFSCME, AFL-CIO
Village of Larchmont Unit
Westchester County Local 860

June 1, 2003 through May 31, 2006

RECEIVED

MAY 03 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This Agreement entered into by the Village of Larchmont, New York, hereinafter designated as the Village and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, Village of Larchmont Unit, hereinafter designated as the "CSEA" and acting herein in behalf of said CSEA and in behalf of the employees identified in Article 1 below, now employed and hereinafter to be employed by the Village and collectively designated as the "Employees."

Since the parties desire to enter into an Agreement relating to wages, hours and other conditions of harmonious cooperation between the Village and the Employees, and to that end, accomplish fair and peaceful adjustment of any disputes which may arise, without interruption of operations, the parties agree as follows:

ARTICLE I : RECOGNITION

SECTION 1 - The Village recognizes the CSEA as the sole and exclusive bargaining unit for all employees of the Water Department and General Office working twenty-five (25) hours per week or more, holding the titles set forth in Schedule A. All other titles shall be excluded.

SECTION 2 - The Village shall notify the Union in writing of new titles created by the Village. Such notice shall be provided fifteen (15) work days prior to the establishment of such new title. In the event the Union and the Village do not agree as to whether the title should be a part of the bargaining unit, the matter will be submitted to PERB pursuant to Section 201.10 of PERB's rules and regulations.

SECTION 3 - The Village recognizes the CSEA for the purpose of negotiating on behalf of the Employees in the bargaining unit, the terms and conditions of their employment, as well as the adjustment of any of their grievances which may arise under this Agreement. The recognition hereby granted shall be for the maximum period allowed under Section 208 of Article 14 of the Civil Service Law.

SECTION 4 - The words "Employee" or "Employees" whenever used in this Agreement shall apply only to persons covered hereunder as set forth in Section 1 above. For the purpose of this contract, there shall be three subdivisions of employees:

Group A - Water Department

Group B - General Office Employees

Group C - Part-time Employees 26 - 35 hours/week

For purposes of this contract, employees to be recognized in Group C must complete one year of employment and average for the year the requisite number of hours per week for each group to be

considered for recognition and benefits provided in this Agreement. Until such determination, an employee will not be considered a recognized employee of the bargaining unit. Employees in Group C shall be entitled to compensation and benefits as enumerated in Schedule B only.

ARTICLE II : DUES CHECKOFF

SECTION 1 - Upon receipt by the Village of a signed authorization form, the Village will deduct from the pay of each Employee who so authorizes an amount as specified in the authorization. Such deduction shall be made on each payday of each month. The sum so deducted shall be paid as soon as possible thereafter to the appropriate designated agency as shown on the authorization form.

The authorization shall be in full force and effect until it is canceled by the Employee by written notice to the Village or until the collective bargaining agreement containing this benefit shall have expired without renewal of this Article.

SECTION 2 - All Employees hired after June 1, 1983 represented by the bargaining unit who are not members of the Union within thirty (30) days after their employment and all current union members as of June 1, 1983 who shall fail to remain members in good standing shall be required to pay to the Union, an Agency Shop Fee Deduction which is an amount equivalent to the amount of dues payable by a member. The Employer will make deductions from the wages of said Employees in the same manner as members of the bargaining unit and shall transmit such amount to the CSEA, Inc., 1143 Washington Avenue, Albany, New York as an Agency Shop Fee deduction. Said Employees have the right to recover any part of Agency Shop deduction which represents the Employee's pro-rated share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment. Deductions shall be made commencing on the first payroll period after June 1, 1983 or the first payroll period after failure to join the Union or maintain their membership as stated above.

The Union shall be solely responsible to account to such Employees for the receipt and disbursement of all funds collected pursuant to this paragraph, and shall indemnify and hold the Village harmless from all loss and liability in connection with the collection of said Agency Shop deduction.

ARTICLE III : UNION ACTIVITY PROTECTED

SECTION 1 - Within the term of this contract, except for the right to strike or picket Village property, to withhold services or to engage in any other concerted stoppage of work, all of which are hereby prohibited, all other CSEA activities are protected.

ARTICLE IV : NO DISCRIMINATION

SECTION 1 - The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination because of age, sex, race, color, creed, political affiliation or union membership.

ARTICLE V : EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

SECTION 1 - The Village shall give each present Employee, and to each Employee when he or she is hired, a copy of the Agreement.

ARTICLE VI : SENIORITY

SECTION 1 - There shall be two separate seniority lists, one for Group A and one for Group B Employees, as defined in this contract. The seniority of all Employees on each list shall commence with the date of last hiring. The Union shall be furnished with a list setting forth, in order of seniority, each Employee's name, seniority number, effective hiring date and classification.

SECTION 2 - Where the recall of a laid-off Employee is under consideration, or in determining which Employees in the same classification are to be laid off, the Employer will follow the requirements of the Civil Service Law and Rules.

SECTION 3 - The Village shall furnish, upon request by the Union, a list of Employees and their seniority standing.

ARTICLE VII : GRIEVANCE PROCEDURE

SECTION 1 - This procedure is established to seek an equitable resolution of problems that arise as a result of an Employer-Employee relationship within the bargaining unit. The intent of the grievance procedure shall be to settle Employee grievances on as low an administrative level as possible so as to insure efficiency and maintain Employee morale.

SECTION 2 - DEFINITION

A grievance for purposes of this procedure shall be considered to be an Employee or CSEA complaint concerned with:

(a) Application and interpretation of the articles and sections of this Agreement.

SECTION 3 - TIME EXTENSIONS

Time extensions beyond those stipulated in the Agreement following in this procedure may be arrived at by mutual agreement of the parties concerned.

SECTION 4 - PROCEDURE

(a) Any dispute arising out of the interpretation or application of the terms of this Agreement shall be presented as follows:

1. Any Employee and/or a representative from the CSEA may submit his grievance in writing to his department head or the department head's designated representative. Such grievance shall be instituted within ten (10) working days of the events giving rise to this grievance. The department head or his representative shall use his best efforts to settle the dispute. The department head or representative shall submit a decision in writing to the aggrieved party and the CSEA within ten (10) working days of the receipt of the grievance.

2. If the aggrieved Employee and the CSEA are not satisfied with the decision rendered by the department head, the Employee and/or the CSEA shall submit the grievance in writing to the Board of Trustees or their designated representative within ten (10) working days of the aggrieved Employee's receipt of the department head's written decision. The Board of Trustees or their designated representative shall render a written decision to the Employee and the CSEA within ten (10) working days of receipt.

3. If the grievance has not been disposed of to the satisfaction of the CSEA, the matter shall be referred to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. Such grievance shall be submitted no later than thirty (30) days after receipt of the decision of the Board of Trustees. Any cost arising out of such arbitration shall be divided equally between the Village and the CSEA.

(b) The Employer shall continue its present grievance procedure in Steps 1 through 3 with respect to disputes that do not involve the interpretation or application of the terms of this Agreement. It is understood that such disputes shall not be subject to final and binding arbitration.

(c) Protests against the discharge of an Employee shall automatically be initiated at Step 2 of the Grievance Procedure. The Union will be notified in writing of the discharge and, upon receipt of said notice, the same time limits will apply for appeals.

ARTICLE VIII : HOURS OF WORK

SECTION 1 - The regular hours of work shall be as follows:

(a) Water Department Employees - (Group A)

Monday through Friday, 8:00 a.m. to 4:00 p.m. with one (1) hour lunch, except commencing the day after the observance of Memorial Day through Labor Day, the hours of work shall be 8:00 a.m. to 3:30 p.m. with one (1) hour lunch.

(b) Office Employees - (Group B)

Monday through Friday, 8:30 a.m. to 4:30 p.m. with one (1) hour lunch, except commencing the day after the observance of Memorial Day through Labor Day, the hours of work shall be 8:30 a.m. to 4:00 p.m. with one (1) hour lunch.

(c) Parking Enforcement Officer

Monday through Friday - 8:00 a.m. to 4:00 p.m.
Tuesday through Saturday - 8:00 a.m. to 4:00 p.m.

The Parking Enforcement Officer with a greater seniority shall have preference for choosing among the work schedules for this position.

ARTICLE IX : OVERTIME AND PREMIUM

SECTION 1 - Compensation for authorized work performed in excess of the regular hours of work shall be as follows:

(a) For all days of the week except Sunday, overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$) after thirty-five (35) hours in any work week for Group A and after thirty-five (35) hours in any work week for Group B. Overtime shall be paid at the rate of double time for Sundays.

(b) With the express consent of the Department Head concerned and with the written approval of the Mayor (or her designated representative), compensatory time off may be taken at double time for Sundays and time and one-half for all other days in lieu of overtime pay.

(c) In the Filter Plant, jobs that currently require performance of duties on Saturdays and Sundays, in the event that compensatory time cannot be taken because of plant operation, then, with the approval of the Department Head and the written approval of the Mayor (or her designated representative), overtime will be paid at the rate of double time on Sunday for overtime actually

worked and at the rate of one and one-half (1½) for time actually worked on a holiday as shown in Article XI - Holidays.

SECTION 2 - Water Department and General Office Employees shall be entitled to a minimum of four (4) hours of work at the applicable hourly rate of compensation whenever they are called in to work on an emergency or overtime basis. It is understood that this paragraph does not apply to overtime work performed on a continuous basis with regular hours of work.

ARTICLE X : WORK PERFORMED OUT OF GRADE OR CLASSIFICATION

SECTION 1 - In the event an Employee is temporarily required to perform work in a higher classification for a period of five (5) or more consecutive days, the Employee shall be compensated for those consecutive days exceeding five (5) days at the rate of pay then in force and effect for such higher classification. It is understood that the word consecutive will not be used as an advantage to circumvent the purpose of this clause, i.e., four days on, one day off, four days on, one day off.

SECTION 2 - If an Employee is temporarily placed in a lower classification than that to which he is regularly assigned, no reduction in pay will be affected.

SECTION 3 - Normal vacation replacement shall not be deemed to be placement in a lower or higher classification.

ARTICLE XI : HOLIDAYS

SECTION 1 - Employees shall be entitled to the following holidays with full pay:

- | | |
|---------------------------------------|--------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King, Jr.'s Birthday | 9. Election Day |
| 3. President's Day | 10. Veterans' Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving Day |
| 6. Independence Day | 13. Christmas Eve (½ day) |
| 7. Labor Day | 14. Christmas Day |

SECTION 2 - Holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the succeeding Monday. If work is performed on either Friday or Monday, as the case may be, premium compensation shall be at the normal overtime or compensatory time rate. If work is performed on Sunday, compensation shall be at the appropriate overtime rate of pay. Work on other holidays shall be at time and one-half (1½). Effective June 1,

2001, Water Department (Group A) employees recalled to duty on Christmas Day, New Year's Day or Thanksgiving will be compensated at a rate of two times their regular rate of pay (double time).

SECTION 3 - In order to be eligible for this benefit, an Employee must be on the job and available for regularly scheduled work on the day preceding the holiday and the day following the holiday, even though they occur in a different week, except that this shall not apply if an Employee is on vacation.

ARTICLE XII : VACATIONS

SECTION 1 - Employees hired before June 1st in any calendar year will receive six (6) vacation days for that calendar year in which they were hired. Effective January 1st of the calendar year immediately after the Employee's appointment, the Employee will receive the vacation entitlement as indicated in Section 2.

Employees hired after June 1st in any calendar year will receive no vacation days for that calendar year in which they were hired. Effective January 1st of the calendar year immediately after the Employee's appointment, the Employee will receive six (6) vacation days for that calendar year. Effective January 1st of the following year, the employee will receive the vacation entitlement as indicated in Section 2. Employee's anniversary date, for the purposes of this section, shall be January 1st of each calendar year.

SECTION 2 - Employees with over one (1) year of service but less than five (5) completed years of service as of their anniversary date of employment in any year will receive twelve (12) working days of paid vacation leave in that calendar year and thereafter until they complete five (5) years of employment.

SECTION 3 - Employees with five (5) completed years of service but less than ten (10) completed years of service as of their anniversary date of employment in any year will receive eighteen (18) working days of paid vacation leave in that calendar year and thereafter until they complete ten (10) years of employment.

SECTION 4 - Employees with ten (10) completed years of service or more as of their anniversary date of employment in any year will receive twenty-five (25) working days of paid vacation in that calendar year and thereafter.

SECTION 5 - Employees hired after October 27, 1986 shall be entitled to vacation benefits under the following schedule:

(a) Employees with over one (1) year of service but less than five (5) completed years of service as of their anniversary date of employment, will receive twelve (12) working days of paid

vacation leave in that calendar year and thereafter until they complete five (5) years of employment.

(b) Effective June 1, 2000, employees with over five (5) years of service but less than ten (10) completed years of service as of their anniversary date of employment will receive eighteen (18) working days of paid vacation leave in that calendar year and thereafter until they complete ten (10) years of employment.

(c) Effective June 1, 2000, employees with over ten (10) years of service but less than fifteen (15) completed years of service as of their anniversary date of employment will receive twenty (20) working days of paid vacation leave in that calendar year and thereafter until they complete fifteen (15) years of employment.

(d) Employees with fifteen (15) years or more of service as of their anniversary date of employment, will receive twenty-five (25) working days of paid vacation.

SECTION 6 - Upon termination of employment for any reason other than for misconduct or incompetency, Employees shall receive prorated vacation pay. For purposes of vacation pay at termination, a day of pay shall mean the regularly scheduled work day of the Employee at the Employee's hourly base rate of pay at the time of termination.

SECTION 7

(a) When a legal holiday falls within an Employee's vacation, the Employee shall not be charged a vacation day for that date.

(b) Vacation schedules shall be worked out in conjunction with the Department Head with due consideration for maintaining adequate service in each Department at all times. Seniority shall govern in picking each vacation period if adequate service can be maintained.

(c) The practice of granting vacations during the year in which the vacation is earned will be continued.

(d) In exceptional cases, an Employee may carry over his unused vacation credits from one year to the next so that all, or any part, of the vacation allowed for two years maybe taken during the second calendar year. A written request to carry over vacation credits must be filed with the Village Treasurer no later than December 1st of each year. Failure to submit a request will result in a loss of unused vacation. Vacation credits shall not be carried over without written approval of the Department Head and Village Treasurer.

(e) If an Employee's pay day is during his vacation, every effort will be made to grant his vacation pay in advance provided three (3) weeks notice is given to the payroll department.

ARTICLE XIII : SICK LEAVE

SECTION 1 - Absence from duty by an Employee by reason of a non-job related illness or injury or the illness or injury of a spouse or dependent child, shall be considered and known as sick leave.

SECTION 2 - All permanent full-time Employees shall be entitled to utilize their sick leave entitlement for the calendar year. This section shall not apply to Employees in their first year of employment who shall accrue sick leave at the rate of one (1) day per month.

SECTION 3 - An Employee who is unable to report for work because of sickness or injury shall notify his Department Head at the earliest possible moment and, in any event, prior to or at the starting time, on the first day of such absence, unless in case of extreme emergency. In all cases, the Employee shall make use of every available means to notify the Employer.

SECTION 4 - All paid sick leave must be approved by the Department Head, who may require such medical certificate or medical examination as he deems necessary. The Department Head shall require a doctor's certificate for the third and subsequent days of absence. Repetitive absences on the day immediately prior or subsequent to a non-work day shall be grounds for disciplinary action.

SECTION 5 - There shall be unlimited accumulation of unused sick leave. However, in the event of termination of employment of an Employee for just cause, voluntary resignation or death, his or her accumulated sick leave time shall be canceled and not paid.

SECTION 6 - Each Employee shall be entitled to 1.08 days per month sick leave in accordance with the present procedures, and all days of sick leave not taken may be accumulated by the Employee in question and as so accumulated may be applied by them, at the time of their retirement, at the then rate of compensation, toward the purchase of medical insurance in accordance with the provisions of Section 167, subdivision 5, of the Civil Service Law of the State of New York.

SECTION 7 - Credits for sick leave and vacation shall be earned by an Employee only when on the job and working or on a regularly scheduled vacation.

SECTION 8 - An Employee shall earn one additional sick leave day per month for each three (3) consecutive months within any calendar year in which sick time is not used by the Employee. An Employee may earn a maximum of four (4) additional sick leave days per calendar year.

SECTION 9 - All Employees must produce a doctor's note, upon request by the Village, stating that the Employee is physically capable of continuing work if there is reasonable grounds to question the Employee's ability to perform the functions of his or her job.

Employees returning from sick leave in excess of seven (7) days shall produce a doctor's note, upon request by the Village, and prior to returning to work, stating that the Employee is capable of resuming the normal duties of his or her job.

ARTICLE XIV : LONGEVITY PAY

SECTION 1 - Effective June 1, 2003, employees with five (5) completed years of service, but less than ten (10) completed years of service as of their anniversary date of employment in any year, will receive a payment of \$600.00 in that calendar year. Effective June 1, 2005, said employees shall receive a payment of \$650.00 in that calendar year and thereafter until they complete ten (10) years of employment.

SECTION 2 - Effective June 1, 2003, employees with ten (10) completed years of service, but less than fifteen (15) completed years of service as of their anniversary date of employment in any year, will receive a payment of \$900.00 in that calendar year. Effective June 1, 2005, said employees shall receive a payment of \$950.00 in that calendar year and thereafter until they complete fifteen (15) years of employment.

SECTION 3 - Effective June 1, 2003, employees with fifteen (15) completed years of service, but less than twenty (20) completed years of service as of their anniversary date of employment in any year, will receive a payment of \$950.00 in that calendar year. Effective June 1, 2005, said employees shall receive a payment of \$1,000.00 in that calendar year and thereafter until they complete twenty (20) years of employment.

SECTION 4 - Effective June 1, 2003, employees with twenty (20) completed years of service or more as of their anniversary date of employment in any year, will receive a payment of \$1000.00 in that calendar year. Effective June 1, 2005, said employees shall receive a payment of \$1,050.00 in that calendar year and thereafter in each calendar year.

SECTION 5 - All longevity payments earned in any calendar year shall be paid in the first payroll on or after December 1st in that calendar year in one lump sum payment.

Employees retiring prior to December 1st of any year shall receive their lump sum longevity payments at the time of their retirement.

ARTICLE XV : FUNERAL LEAVE

SECTION 1 - In order to permit participation in and attendance at funeral services for a member of the immediate family of an Employee, a leave of absence without loss of pay shall be granted to the Employee not to exceed three (3) consecutive work days starting with the day of death. Absence not to exceed one (1) day without any deductions will be allowed for the death of any other near relative of the Employee.

SECTION 2 - For purposes of this policy, the term "immediate family" shall be defined as one of the following relations: spouse, parents, mother-in-law, father-in-law, brothers, sisters, children and

grandparents of the Employee, and shall also include any relative within the third degree of consanguinity to the Employee who has lived in the Employee's household for a minimum of one (1) continuous year immediately prior to such person's death.

ARTICLE XVI : JURY DUTY

SECTION 1 - An Employee who serves on jury duty shall continue to receive full pay. Employees must utilize any "on call" procedures which are offered by the court to which they are summoned.

ARTICLE XVII : UNION RIGHTS

SECTION 1 - UNION BULLETIN BOARDS - The Union shall have the use of a single bulletin board in the Village Hall and a single bulletin board in the Filter Plant, for the posting of such notices relating to Union meetings and official business only. A copy of such notices shall be given to the Employer.

SECTION 2 - EMPLOYEE REPRESENTATIVES - One (1) President who shall be a regular Employee, and in the absence of the President, an alternate may be appointed by the Unit President, said Employee designated and elected for that purpose, and referred to herein as President, shall, during his working hours, without loss of time or pay, investigate and present grievances of Employees to the Employer provided that he continues to perform the duties of his regular employment, without unreasonable interference with the performance of his duties.

SECTION 3 - ACCESS TO PREMISES - A duly authorized officer or representative of the Union shall have the right to visit the Employer's premises during business hours for the purpose of investigating grievances and determining whether provisions of this Agreement are being observed. On any such visit, the Union officer or representative shall first notify the Department office and he shall in no way interfere with normal operations.

SECTION 4 - LEAVE FOR UNION BUSINESS - During the term of this contract, one (1) delegate elected by the Union shall be permitted to attend the Organizational Delegates' Meetings of the CSEA with a maximum of four (4) days per year with pay.

ARTICLE XVIII : INSURANCE AND PENSIONS

SECTION 1 - All Employees shall be members of the New York State Employees Retirement System and their contributions shall be fully paid for pursuant to the provisions of Chapter 157 of the Laws of 1968.

Effective June 1, 1985, the Village shall provide Section 75-I of the New York State Employees Retirement System (20 year career plan).

SECTION 2 - The Village shall, at its cost, continue in effect the following sections of the New York State Employees Retirement Plan:

(a) The application of unused sick leave as additional service credit upon retirement, Section 41J.

(b) The guaranteed minimum death benefit, Section 60B.

SECTION 3 -

(a) The Village shall continue in effect the present medical and hospitalization insurance plan known as the Empire Plan Core plus Enhancements or a plan providing comparable benefits.

(b) Effective January 1, 1989, all Employee hired after this date shall be required to contribute towards the cost of the medical and hospitalization insurance for the first five (5) years of their employment with the Village. Upon completion of the Employee's fifth (5th) year of employment, the Village shall assume the total cost of medical and hospitalization insurance until retirement.

Employees requiring family coverage shall contribute 20% of the premium cost for such coverage. Employees requiring individual coverage shall contribute 10% of the premium for such coverage. Contributions shall be made through payroll deductions administered by the Village.

SECTION 4 - The Village shall provide the CSEA Employee Benefit Fund ("EBF") Equinox Dental Plan or an alternate plan mutually agreed upon by the Village and the Union. The Village's monthly contribution to the cost of dental insurance shall not exceed an amount equal to \$60.00 multiplied by the number of eligible Employees in the bargaining unit.

SECTION 5 - Members of the bargaining unit who voluntarily withdraw from the Village's health insurance plan shall receive the following:

If one Employee withdraws he or she will receive \$2,000 if he or she was covered by the family plan and \$1,500 if he or she was covered by the individual plan.

If two Employees withdraw: \$2,500 family
 \$1,750 individual

If three Employees withdraw: \$2,750 family
 \$2,000 individual

If four or more Employees withdraw: \$3,000 family
 \$2,250 individual

provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Any Employee wishing to participate in the buyout plan must have comparable coverage through another source. Nothing contained herein shall preclude a member from re-entering within the twelve (12) month period, however, that in such case no payments shall be made.

ARTICLE XIX : PROTECTIVE DEVICES AND DISABLED EMPLOYEES

SECTION 1 - The Employer will provide Group A and Parking Enforcement Officers with the necessary safety equipment including rain gear, safety glasses and work shoes to properly protect the Employees from inclement weather and hazardous job conditions. Additionally, effective June 1, 2003, said Employees shall receive a work shoe/cleaning allowance in the amount of \$250.00 per year, to be issued in the first pay period of June.

SECTION 2 - The Employer shall make every effort to place Employees who, through physical sensitivity or otherwise, become partially disabled on their present job, on work which they are able to perform.

ARTICLE XX : WORKERS' COMPENSATION INSURANCE

SECTION 1 - All Employees are covered by Workers' Compensation Insurance which provides weekly cash benefits for work-connected disability or death.

SECTION 2 - Each Employee will be covered by the applicable Worker's Compensation laws, and the Employer further agrees that an Employee being eligible for Workers' Compensation will receive for an accumulated period of five (5) months during any one calendar year for any one or more injuries, in addition to his Workers's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his regular straight time weekly income based on a regular work week. Each full-time Employee and each probationary Employee who is unable to work as a result of an injury arising out of the course of employment shall not be charged with sick leave for the difference between the weekly benefits under Workers' Compensation and his regular salary.

ARTICLE XXI : SAVINGS CLAUSE AND EMBODIMENT OF AGREEMENT

SECTION 1 - SAVINGS CLAUSE - This Agreement and all of its provisions are subject to all applicable laws and in the event that any provision of this Agreement is determined to be invalid or in violation of any law, said provision shall not be binding on either of the parties, but the remainder of this Agreement shall continue in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

All other terms and conditions of employment as well as all other employee benefit programs now enjoyed by Employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

SECTION 2 - EMBODIMENT OF AGREEMENT - This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of Employees in the unit. The parties acknowledge that they had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXII : MANAGEMENT RIGHTS

SECTION 1 - The Village shall retain all rights it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

SECTION 2 - The Union recognizes that the management of the Village, the control of its properties and maintenance of order and efficiency is solely the responsibility of the Village. The Union further recognizes that these rights include, but are not limited to, the right of the Village to direct its work force, to make all decisions as to the operation of the Village system and its work force, including, but not limited to, discipline and all other rights normally inherent in the right of management, except as otherwise may be limited by the express terms of this Agreement, and the failure to assert any of these rights shall not be deemed to be a waiver thereof.

ARTICLE XXIII : SALARY AND WAGE ADMINISTRATION

SECTION 1 -

(a) Effective June 1, 2003, the salary schedule in effect for June 1, 2002 through May 31, 2003 shall be increased on each step by 3.35%.

(b) Effective June 1, 2004, the salary schedule in effect for June 1, 2003 through May 31, 2004 shall be increased on each step by 3.35%.

(c) Effective June 1, 2005, the salary schedule in effect for June 1, 2004 through May 31, 2005 shall be increased on each step by 3.35%.

ARTICLE XXIV : GENERAL PROVISIONS

SECTION 1 - Probationary periods for new employees and promotions shall be governed by applicable provisions of the Westchester County Civil Service Rules and Regulations.

SECTION 2 - INSURANCE DEDUCTION - The Employer agrees to deduct from the paycheck of each Employee who has signed a current authorized payroll deduction card, the amount certified by an officer of the Union as union insurance premiums. Deductions will be made from the payroll semi-monthly (twice a month) and the total premiums collected will be delivered to CSEA Headquarters in Albany, New York. The Union shall have the right to canvass member employees in regard to insurance.

SECTION 3 - TARDINESS AND LEAVING EARLY - All full-time Employees are expected to be at their jobs promptly at the time scheduled for the work day to begin and to remain until closing time. Continued absence or tardiness shall be cause for disciplinary action.

SECTION 4 - FAILURE TO REPORT FOR WORK - An unexcused failure to report for work shall constitute a resignation by the Employee after a continued absence of five (5) days, unless the Employee shall have made a reasonable effort to advise the Employer of his inability to report to work. Failure to give the Employer actual notice of such inability to report, or receipt of such notice by the Employer after twenty (20) days from the date when the Employee was obliged to report for work, shall constitute a resignation.

SECTION 5 - LEAVE OF ABSENCE

(a) Upon request to the Mayor and Board of Trustees, an Employee may, if deemed to be in the best interest of the Village and/or the Employee, be granted an unpaid leave of absence for a period not to exceed one year for such reasons not limited to child rearing leave, child adoption leave or educational leave. All leaves of absence without pay shall be requested in writing as far in advance as possible stating the reason for the leave and the time requested in writing by the Mayor and the Board of Trustees within twenty (20) days of receipt of each request.

Upon return from such leave, the Employee shall be reinstated to the same or comparable position for the salary of the position then in effect.

Such leave of absence shall be without pay or other employee benefits. Seniority shall be retained but will not accrue during such leave. The time while on unpaid leave of absence will not be counted in computing service time for vacation, sick leave, longevity or similar purposes. If an

Employee wishes to continue to be covered by any group benefit plan, he or she may do so at his or her own cost.

(b) As allowable under the Family and Medical Leave Act of 1993 (Federal Regulations Part 8-25), any Employee must be granted twelve (12) weeks (concurrent or non-concurrent) unpaid leave during any calendar year for the following reasons:

1. to care for the Employee's child after birth, or placement for adoption or foster care; or
2. to care for the Employee's spouse, son or daughter, or parent who has a serious health condition; or
3. for a serious health condition that makes the Employee unable to perform the Employee's job. During the leave period(s), the Employee's group health coverage will be maintained at no cost to the Employee.

Except in case of an emergency, the Employee shall provide the Village thirty (30) days written notice stating the reason for the leave and the time requested.

(c) The Employee shall be restored to the Employee's original or equivalent position with no loss of seniority pay, benefits, or longevity.

(d) It is agreed that requests for leaves of absence by an Employee for reasons of non-job related illness (physical or mental) or to assume an elected or appointed position in the State Union organization shall not be denied. Requests for leaves of absence for reasons of illness must be accompanied by certification of said illness from the Employee's physician.

SECTION 6 -

(a) Personal leave is leave with pay for personal business which cannot be scheduled by Employees at times other than during the work day.

(b) Personal leave shall be requested in writing at least twenty-four (24) hours in advance except in cases of emergency.

(c) Employees shall be entitled to three (3) personal leave days per calendar year.

SECTION 7 - The Village shall provide, once per year, a statement of accruals, indicating accrued compensatory time, unused sick leave and vacation time for each Employee.

SECTION 8 - NO STRIKE - NO AID TO OTHER UNIONS - The Union stipulates that during the term of this Agreement, it shall not induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism by the Employees of the bargaining unit. The Employer stipulates that it shall not

authorize, encourage or induce the same nor lock out the Employees.

The Employer agrees that it shall not aid, promote or finance any labor group or organization which purports to engage in collective negotiations for Employees of the bargaining unit, or make any agreement with any such group or organization whose purpose would be to disrupt this contract.

SECTION 9 - The Village shall reimburse Employees for college and non-college level courses. All courses must receive the prior approval of the Mayor and Board of Trustees or their designee. The Village shall have sole discretion regarding the approval of courses. The decision of the Village shall not be subject to the contract grievance procedure.

Reimbursement shall be made upon successful completion of the course and submission by the Employee of documentation verifying that the Employee has completed the course.

SECTION 10 - The Village shall establish a deferred compensation plan for all bargaining unit members, which will be administered on a payroll deduction basis.

The Village will make its best effort to have the deferred compensation plan in place within six (6) months of the signing of the Memorandum of Agreement, or as soon as is practicable thereafter.

ARTICLE XXV : VACANCY - PROMOTIONAL - TEMPORARY

SECTION 1 - The Village shall conduct all hirings and promotions in accordance with the rules and regulations of the Westchester County Personnel Office, New York State Civil Service Commission and the Civil Service Law.

SECTION 2 - All job openings and promotional opportunities shall be posted on the bulletin board furnished to the Employees by the Village, for a period of not less than fifteen (15) days. Incumbent Employees who qualify for such positions shall be given preference consistent with the requirements of the Civil Service Law. In the event that two or more incumbent Employees with equal qualifications for a job position make application for the same position, seniority in the unit shall govern the filling of such position. The Village shall have the sole discretion to determine the qualifications of all applicants, and its exercise of such discretion shall not be subject to the grievance procedure in this contract unless the Village acts unreasonably.

ARTICLE XXVI : DURATION

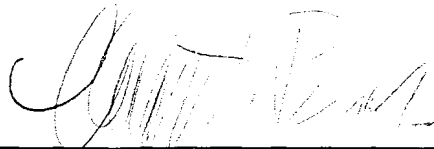
SECTION 1 - This Agreement shall be in effect on June 1, 2003, and shall remain in effect through May 31, 2006. Either party wishing to terminate, amend or modify this Agreement must so notify the other party by certified mail prior to the expiration date of the Agreement.

SECTION 2 - Negotiations shall commence within a reasonable time after the request is received.

SECTION 3 - 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.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 20th day of November, 2003.

VILLAGE OF LARCHMONT



KENNETH BIALO, MAYOR

CSEA/AFSCME



UNIT PRESIDENT



DONALD PARTRICK, CSEA STAFF

Schedule "A"
SALARY SCHEDULE AND STEP PLAN (3.35%)
JUNE 1, 2003 THROUGH MAY 31, 2004

	Minimum	2	3	4	Maximum	Increment
Water Treatment Plant Operator II	51,685	53,310	54,935	56,560	58,185	1625
Water Maint. Man Grade I	49,840	51,435	53,030	54,625	56,220	1595
Water Maint. Man Grade II	43,470	45,140	46,810	48,480	50,150	1670
Asst. Bldg. & Plumb. Inspector	48,890	52,515	55,140	57,765	60,390	2625
Asst. Bldg. Insp.	50,455	52,205	53,950	55,705	57,455	1750
Sr. Acct. Clerk	44,970	46,290	47,610	48,930	50,250	1320
Court Clerk	41,450	42,775	44,100	45,425	46,750	1325
Asst. Court Clerk	33,535	34,645	35,755	36,865	37,975	1110
Senior Steno	37,475	38,795	40,115	41,435	42,755	1320
Intermed. Steno	34,125	35,445	36,765	38,085	39,405	1320
Intermed. Typist	32,935	34,220	35,505	36,790	38,075	1285
Intermed. Acct. Clerk Typist	32,935	34,220	35,505	36,790	38,075	1285
Intermed. Acct. Clerk	30,610	31,945	33,280	34,615	35,950	1335
Parking Enforce. Officer	33,190	34,525	35,860	37,195	38,530	1335
PEO/School Crossing Guard	34,355	35,700	37,045	38,390	39,735	1345
Sr. Office Asst./ Aut. Syst. P.D.	37,475	38,795	40,115	41,435	42,755	1320
Office Asst. P.D.	35,745	37,065	38,385	39,705	41,025	1320
Laborer	32,130	33,970	35,810	37,650	39,490	1840

Schedule "A"
SALARY SCHEDULE AND STEP PLAN (3.35%)
JUNE 1, 2004 THROUGH MAY 31, 2005

Title	Minimum	2	3	4	Maximum	Increment
Water Treatment Plant Operator II	53,415	55,095	56,775	58,455	60,135	1680
Water Maint. Man Grade I	51,505	53,155	54,805	56,455	58,105	1650
Water Maint. Man Grade II	44,930	46,655	48,380	50,105	51,830	1725
Asst. Bldg. & Plumb. Inspector	51,555	54,270	56,985	59,700	62,415	2715
Asst. Bldg. Insp.	52,140	53,950	55,760	57,570	59,380	1810
Sr. Acct. Clerk	46,475	47,840	49,205	50,570	51,935	1365
Court Clerk	42,835	44,205	45,575	46,945	48,315	1370
Asst. Court Clerk	34,645	35,795	36,945	38,095	39,245	1150
Senior Steno	38,745	40,105	41,465	42,825	44,185	1360
Intermed. Steno	35,265	36,630	37,995	39,360	40,725	1365
Intermed. Typist	34,030	35,360	36,690	38,020	39,350	1330
Intermed. Acct. Clerk Typist	34,030	35,360	36,690	38,020	39,350	1330
Intermed. Acct. Clerk	31,635	33,015	34,395	35,775	37,155	1380
Parking Enforce. Officer	34,300	35,680	37,060	38,440	39,820	1380
PEO/School Crossing Guard	35,505	36,895	38,285	39,675	41,065	1390
Sr. Office Asst./Aut. Syst. P.D.	38,745	40,105	41,465	42,825	44,185	1360
Office Asst. P.D.	36,940	38,305	39,670	41,035	42,400	1365
Laborer	33,210	35,110	37,010	38,910	40,810	1900

Schedule "A"
SALARY SCHEDULE AND STEP PLAN (3.35%)
JUNE 1, 2005 THROUGH MAY 31, 2006

Title	Minimum	2	3	4	Maximum	Increment
Water Treatment Plant Operator II	55,210	56,945	58,680	60,415	62,150	1735
Water Maint. Man Grade I	53,230	54,935	56,640	58,345	60,050	1705
Water Maint. Man Grade II	46,445	48,225	50,005	51,785	53,565	1780
Asst. Bldg. & Plumb. Inspector	53,285	56,090	58,895	61,700	64,505	2805
Asst. Bldg. Insp.	53,890	55,760	57,630	59,500	61,370	1870
Sr. Acct. Clerk	48,035	49,445	50,855	52,265	53,675	1410
Court Clerk	44,255	45,675	47,095	48,515	49,935	1420
Asst. Court Clerk	35,800	36,990	38,180	39,370	40,560	1190
Senior Steno	40,045	41,450	42,855	44,260	45,665	1405
Intermed. Steno	36,450	37,860	39,270	40,680	42,090	1410
Intermed. Typist	35,170	36,545	37,920	39,295	40,670	1375
Intermed. Acct. Clerk Typist	35,170	36,545	37,920	39,295	40,670	1375
Intermed. Acct. Clerk	32,700	34,125	35,550	36,975	38,400	1425
Parking Enforce. Officer	35,435	36,865	38,295	39,725	41,155	1430
PEO/School Crossing Guard	36,700	38,135	39,570	41,005	42,440	1435
Sr. Office Asst./ Aut. Syst. P.D.	40,045	41,450	42,855	44,260	45,665	1405
Office Asst. P.D.	38,180	39,590	41,000	42,410	43,820	1410
Laborer	34,315	36,280	38,245	40,210	42,175	1965