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**Contract Database Metadata Elements**

Title: **Yonkers Parking Authority and City of Yonkers Parking Authority Unit 9322, CSEA, Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2006)**

Employer Name: **Yonkers Parking Authority**

Union: **City of Yonkers Parking Authority Unit 9322, CSEA, AFSCME, AFL-CIO**

Local: **1000, Westchester County 860**

Effective Date: **01/01/06**

Expiration Date: **12/31/09**

PERB ID Number: **7257**

Unit Size: **33**

Number of Pages: **30**

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# AGREEMENT

by and between the

**CITY OF YONKERS  
PARKING AUTHORITY**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**

JUL 03 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



City of Yonkers Parking Authority Unit #9322  
Westchester County Local 860

**January 1, 2006 - December 31, 2009**



**ORIGINAL**

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SALARY SCHEDULES ATTACHED



## AGREEMENT

AGREEMENT made and entered into as of the        day of , 2003, by and between the City of Yonkers Parking Authority, a Public Benefit Corporation, duly organized and existing under the laws of the State of New York, having its office and principal place of business at 8 Buena Vista Ave, Yonkers, New York, hereinafter referred to as the "Employer" and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, by the Yonkers Parking Authority Unit, hereinafter referred to as the "Union".

### ARTICLE I – RECOGNITION

A. The City of Yonkers Parking Authority (Employer) recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, by the Yonkers Parking Authority Unit, as the sole and exclusive bargaining agent for terms and conditions of employment and administering grievances thereunder for the employees in titles listed in "B" below for the maximum period of time in accordance with Section 208© of Article XIV of the Civil Service Law.

B. The Employer recognizes the Union as the exclusive bargaining representative for full time employees in the following positions:

THE BARGAINING UNIT consists of the Foreman, Meter Repairman, Senior Collectors, Collectors, Maintenance Men I and II, Junior Collectors, Security, including provisionals and excluding all others.

C. The Employer shall make available to the President of the Local Union, upon written request, the following information:

(i) On a quarterly basis, a list of all bargaining unit employees showing the employees full name, home address, job title, work location, membership status, date of first employment and all union dues and insurance deductions.

(ii) On a monthly basis, the name of newly hired and terminated bargaining unit employees with the same information as provided above in "i".

### ARTICLE II - DUES DEDUCTION

A. The Employer shall deduct membership dues for the Union from the salaries of employees who voluntarily and individually authorize the employer to make the deduction and to transmit the amounts deducted to the Union. Employee authorizations shall be in writing, in a manner consistent with the law and signed by the employee. Deductions shall be made informally and consistently on each pay day of the month in the amount stated by the Union to the Employer in writing. Dues thus collected shall be transmitted to the Treasurer of the CSEA, 143 Washington Avenue, Albany, New York 12210. Deductions authorized by any employee shall continue as so authorized unless and until such employee notifies the Employer in writing of his desire to discontinue or change such authorization.

The written notification of discontinuance of deductions shall be signed by the employee and submitted to the Employer in triplicate. One copy shall be forwarded, by the Employer, to the Treasurer of the CSEA at the address stated above, one copy shall be sent to Local 860 at 595 W. Hartsdale Ave., White Plains, New York 10607, and one copy shall be retained by the Employer.

The Union assumes full responsibility for the disposition of the dues so deducted once they have been mailed to the Union. Dues deductions may be increased to cover CSEA LIFE, ACCIDENT, AND SICKNESS Insurance of CSEA Masterplan and PEOPLE i.e. Public Employees Organized to Promote Legislative Equality deductions, upon receipt of a written Union request signed by its Local President.

B. The Employer shall recognize the form of union security known as "agency shop." Any present or future employee who is not a member of the Union and who does not make application for membership within thirty (30) days after commencement of his employment, or in the case of present employees, within thirty (30) days after the execution of this Agreement, shall, as a condition of employment, have deducted from his weekly wages for payment to the Union by the Employer an amount of money (to be called the "agency shop" fee) equal to the regular Union dues, as a contribution towards the administration of this Agreement. 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 Employer harmless from all loss and liability, including, without limitation all costs of defense on account of any claim asserted by any person relating to the collection, disbursement or purposes for which such funds may or shall be used. Notwithstanding the foregoing, this section shall not be construed to prevent the Employer's Attorney from appearing or participating in any litigation to which the Employer is party.

### ARTICLE III – SALARY

A. Full time bargaining unit members shall receive the annual salaries as set forth on Appendix A-F, which reflect the salary increases provided for in B below.

B. Effective January 1, 2006, each step of the salary schedule in effect shall reflect a three percent (3%) increase and any employee due an increment shall advance accordingly except that:

a). For all employees hired prior to January 1, 2003 the incremental salary schedule shall be modified as follows prior to the January 1, 2006 general wage increase.

Step 1 for each employee category shall be deleted.

Step 2 shall become the new step 1, step 3 the new step 2, etc.

A new Step 8 shall be created by taking the difference between the old Step 8 and Step 7 and adding the difference to the new step 7 to create the new step 8 (see attached salary schedule).

b). For all employees hired January 1, 2003 and thereafter, the salary schedule for each title shall be amended to reflect a twelve (12) step schedule.

Prior to the general wage increase Step 1 to be deleted. The current step 2 shall become the new step 1, the current step 3 shall become the new step 2, etc.

Those employees currently on step 1 shall, as of 1/1/06, be placed on the new step.

1). Those employees currently on step 2 shall be placed on the new step 2 (see attached salary schedule.

1). As of January 1, 2006 all security personnel shall have the \$1,500 added to each employees salary schedule after the general wage increase of 3%.

Effective January 1, 2007 ....3%

Effective January 1, 2008 ....3%

2). As of January 1, 2008 all security personnel shall have an additional \$1,000 added to each employees salary schedule after the general wage increase of 3%.

Effective January 1, 2009 ....3%

C. The annual salary shall be divided by two hundred and sixty (260) workdays to determine the daily rate, and the daily rate shall be divided by eight (8) hours in order to determine the hourly rate. Salaries shall be paid weekly for work performed on a weekly basis as provided herein.

D. Anytime duties are added to a job title, the parties shall meet to negotiate additional monies.

#### ARTICLE IV - WORK WEEK, WORK DAY

##### A. WORKWEEK

The normal workweek for all employees, excluding collectors, shall be 40 hours, consisting of five (5) consecutive days of eight (8) hours per day, MONDAY through FRIDAY OR TUESDAY through SATURDAY.

##### B. WORKDAY

The normal workday for all employees, excluding collectors, shall be as presently practiced. This includes meter repairmen who shall begin work at 6:00 a.m.

C. COLLECTORS – Work schedule: 7:00 a.m. –3:00 p.m.  
12:00 p.m. – 8:00 p.m.

D. Any maintenance, collector or security employee who is regularly schedule to begin work at 3:00 p.m. or later shall receive a shift differential of 5% added to his/her base pay. Any maintenance, collector or security employee who is regularly schedule to begin work at 11:30 p.m. or later shall receive a shift differential of 8% added to his/her base pay. This payment shall be effective at the Buena Vista Garage and the Government Center Garage.

E. (New) – Buena Vista Garage employees in the title of Security Guard and/or Maintenance Worker I:

1. For employees assigned on a regular basis to the Buena Vista Garage the workweek shall be Friday thru Tuesday.



2. The workday shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m. or 12:00 a.m. to 8:00 a.m.

3. There shall be a one (1) hour lunch period on each shift. Moreover, there shall be two (2) employees on each shift. However, it is understood that on days when only one (1) employee is available to work a shift, that employee must carry in his/her lunch and eat at the work station.

#### **ARTICLE V - PREMIUM PAY**

A. Time and one-half the employees regular straight time hourly rate of pay or at the mutual agreement of the Authority and the employee, compensatory time off at time and one-half (1 1/2) shall be paid for all work performed at the following times:

1. In excess of eight (8) hours in any one day.
2. On the sixth day worked in the schedule workweek.
3. Collectors for all Holidays worked, method of payment may be in cash or compensatory time off at the discretion of the Employer. Compensatory time shall be paid back within two weeks.
4. Security Guards working at the Buena Vista Garage on a Friday through Tuesday workweek shall receive either cash or compensatory time off at double the hourly rate of pay at the executive directors discretion.

Additionally, compensatory time off may be used in conjunction with vacation days but must be used within the year earned.

B. Double-time the employees regular straight time hourly rate of pay shall be paid for all work performed at the following times:

1. On Sunday or on the seventh day worked in a Tuesday through Saturday work or a Friday through Tuesday workweek, employees shall receive either cash or compensator time off at the discretion of the Executive Director.
2. On a Holiday in addition to the Holiday pay, except collectors who shall be paid pursuant to A (3) above.

C. "Overtime work shall be offered within classification (Department) by seniority among employees as far as is practicable."

D. (New) – Any employee who is called into work after the end of the scheduled work shift shall be paid a minimum of two and one-half (2 ½) hours in overtime pay or compensatory time at the employee's option.

## ARTICLE VI - HOLIDAYS WITH PAY

A. Employees shall be granted the following holidays off with no loss in pay

1. New Year's Day
2. Martin Luther King, Jr. Birthday
3. Lincoln's Birthday\*
4. Washington's Birthday
5. Good Friday\*
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Election Day
12. Thanksgiving Day
13. Day after Thanksgiving\*
14. Christmas Day
15. New Year's Eve, 1/2 day

\* Effective January 1, 2003 the holiday schedule will increase by one-half (1/2) day with employees being given a choice (according to seniority and the needs of the Authority) of two (2) of these three (3) holidays.

For this clause to be effective January 1, 2004 and thereafter, both parties must agree, in writing, no later than December 15, 2003 to extend such clause, otherwise, it will expire on December 31, 2003

B. Pay for the above Holidays shall be calculated at eight (8) hours pay at the employee's regular straight time rate of pay.

C. Holidays falling on a Saturday shall be celebrated on the preceding Friday and Holidays falling on a Sunday shall be celebrated on the succeeding Monday, except for employees on a Tuesday through Saturday or Friday through Tuesday workweek who shall celebrate Saturday holidays as they fall.

D. The following holidays may be taken in lieu of established holidays (excluding Independence Day, Thanksgiving Day and Christmas Day) as referenced above in subparagraph A, by mutual consent of the employee and employer with such consent reached at least 30 days in advance of the Holiday:

1. Employee Birthday
2. Hanukah
3. Yom Kippur

## ARTICLE VII - VACATION WITH PAY

All employees hired after April 1, 2006 shall follow the existing vacation schedule except that after the completion of 15 years of work, said employees shall be eligible to receive no more than 6 weeks vacation with pay.

A. The vacations for employees covered by this Agreement shall be as follows:

1. Three (3) weeks vacation with pay after completion of one (1) year of work.
2. Four (4) weeks vacation with pay after completion of five (5) years of work, commencing for the sixth year of work.
3. Five (5) weeks vacation with pay after completion of ten (10) years of work, commencing for the eleventh year of work.
4. Six (6) weeks vacation with pay after completion of fifteen (15) years of work commencing for the sixteenth (16) year of work.
5. Seven (7) weeks vacation with pay after completion of twenty (20) years of work, commencing for the twenty-first (21st) year of work.
6. An additional two (2) vacation days with pay after completion of twenty-five (25) years of work, commencing for the twenty-sixth (26<sup>th</sup>) year of work.

B. Employees with less than one (1) year of work shall earn vacation credits at the rate of one and one-quarter (1 ¼) days per month of work, providing further that no vacation time shall be used during the employees first six months of employment.

C. Vacation time credit may be accumulated and taken in the next consecutive year, after such vacation time has been earned, up to a limit of twenty (20) days with the prior written approval of the Employer for such accumulation.

Accumulated vacation time may not be taken consecutively with current vacation time in any year (back to back) and will be taken in that year at such time as may be approved by the Employer. When scheduling any accumulated credited vacation time, the Employer may take into consideration special circumstances of the employee so as to provide for the taking of such accumulated vacation consecutively with the current vacation to which the employee may be entitled.

It is understood between the parties that, with respect to the stipulation of agreement dated September 8, 1994, regarding the accumulation of vacation, effective January 1, 1998, the following shall apply:

Any employee, as of December 31, 1997 and each year thereafter, who has exhausted all vacation leave, shall be ineligible for use of vacation leave for the first three (3) months of the following year i.e. January 1<sup>st</sup> through March 31<sup>st</sup>.

The above may be waived by the Executive Director, or designee, for good cause shown.

D. Vacation checks will be issued prior to going on vacation when requested by the employee, in writing, at least thirty (30) days in advance.

E. Employees who request vacation leave at least thirty (30) days in advance of the scheduled time off shall receive notice of confirmation within one (1) week of the date of the request.

It is understood that, within a job title, those employees who make a timely request must have a waiver from all other employees within the same job title who have greater seniority.

### **ARTICLE VIII – INSURANCE**

A. The Authority shall provide fully paid health insurance for all employees and their dependents in the NYS Empire Plan (Core Plus Medical and Psychiatric Enhancements).

All employees hired after April 1, 2006 shall contribute 5% of the family premium for the rate in effect as of January 1, 2006. This formula shall be in effect year to year until a successor agreement is signed.

#### **B. CSEA Benefit Plan**

(1) The Employer shall pay the full premium towards the CSEA Employee Benefit Fund (EBF) for purposes of providing to such employees the Family “Dutchess” Dental Plan and the Family “Silver 12” Optical Plan and Personal Legal Plans.

(2) The Employer shall make monthly contributions for newly hired bargaining unit employees with the beginning of the first calendar month following date of hire.

C. Employees with less than five (5) years of work shall continue to receive the present \$7,500 life insurance plan and upon completion of five (5) years of work shall go to \$50,000.

#### **D. Health Insurance Buyout**

Any employee who declines health insurance coverage provided by the Parking Authority shall be eligible for reimbursement according to the following:

- a). Any employee declining family coverage shall receive \$3,500.00
- b). Any employee declining individual coverage shall receive \$3,500.00.

Employees who opt out of the Parking Authority’s health plan must remain out of the plan for at least twelve (12) months unless the employee can demonstrate that he/she is no longer covered under a health insurance plan.

Employees re-entering the Parking Authority’s plan shall be governed by the rules of the re-entry.

Such payment shall be made on a quarterly basis and shall be issued on the first payroll of each quarter.

### **ARTICLE IX – RETIREMENT**

A. The Employer shall provide the Career Retirement Plan 75-i of the New York State Employees Retirement System.

B. The Employer shall adopt the benefit provided in Section 41-J and 341-J of the Retirement and Social Security Laws of the State of New York, effective January 1, 1971, allowing application of unused sick leave for additional service upon retirement up to 165 days.

C. The Employer will adopt the provisions of 60-B of the NYS Employees Retirement System (\$20,000.00) Death Benefit.

D. In the event an employee should resign, he shall receive cash payment for all overtime, personal leave and vacation time that he has earned.

E. In the event of the death of an employee, his legally designated beneficiary shall receive the cash payment for all vacation time and overtime that he has earned.

#### **ARTICLE X - SICK LEAVE WITH PAY**

A. Employees shall be entitled to fifteen (1) days sick leave for each calendar year to be earned at the rate of 1-1/4 days upon the completion of each month work. Unused sick leave may be accumulated up to an unlimited amount.

B. Subject to "C" below, when the number of sick days to the credit of an employee has been exhausted, an employee shall be entitled, during an extended illness, to an extension of two weeks (10 workdays) sick leave provided that the employee has completed twelve (12) months of service. An additional two-week (10 workday) extension shall be granted thereafter for each year of service that has been completed by the employee for up to a maximum of twenty (20) weeks for the completion of ten (10) years of service.

C. No employee shall receive more than one two week (10 workdays) extension of sick leave in any one calendar year. All sick leave, vacation time and personal days shall be exhausted before granting an extension of sick leave. A Doctor's Certificate will be necessary to justify the need for each extension.

Satisfactory documentation shall be furnished and continue to be furnished periodically at the request of the Employer.

The Employer shall have the right to have its doctor examine the employee at any time at the discretion of the Employer.

D. Instead of, and in place of the extension of sick leave as provided above in paragraphs "B" and "C", new employees hired on and after January 1, 1978, shall be entitled to an extension of sick leave during an extended illness as follows:

An employee who has been continuously in the service of the Employer for a period of more than three (3) years and who is necessarily absent from duty because of personal illness or physical disability, and who has used all the sick leave, vacation time and personal days with pay allowed under other rules, may upon the recommendation of the Business Manager and with the approval of the Employer, be allowed additional sick leave with half pay for a period up to but not to exceed three (3) months and may, with the further approval of the Employer, be allowed a second additional period of sick leave up to but not to exceed three (3) months at half pay.

E. The Employer may require an employee to provide a doctor's statement certifying that absence from work was required by the employee and that the employee is now able to return to work when such absence is: (i) of three (3) or more consecutive workdays;

(ii) on a Friday and a Monday or the day immediately following the employees regularly scheduled days off and (iii) on the workday immediately prior to and immediately following a holiday. Failure to comply with this section may result in disciplinary action against the employee.

If in the opinion of the Authority, an employee is misusing sick leave, the Authority and CSEA shall discuss this matter. If it is agreed that the employee is misusing his/her sick leave, the Authority may require the employee to produce a doctor's certificate for repeated absences of less than three (3) consecutive days.

F. Sick day credits shall be posted by the Employer once a year not later than February 15th.

G. Provided the annual average use of sick leave per employee is lowered from 17 days to 13 days, employees who utilize sick leave in the below listed manner shall be paid as follows:

|                                      |            |
|--------------------------------------|------------|
| Zero days taken during a fiscal year | - \$500.00 |
| One (1) day taken                    | - \$400.00 |
| Two (2) or Three (3) days taken      | - \$300.00 |
| Four (4) days taken                  | - \$200.00 |
| Five (5) thru eight (8) days taken   | - \$100.00 |

H. Employees who retire shall receive a full days pay for one-half (1/2) of the accumulated amount of sick days over and above 165 days.

#### **ARTICLE XI - ABSENCE COVERED BY WORKERS' COMPENSATION**

A. Any employee who is absent from duty because of occupational injury, will be granted a special leave with full pay at straight time for a period from the first to the seventh day of absence without decreasing sick leave credit. Any Workers' Compensation payment shall be delivered to the Employer.

B. When an employee is absent from work more than seven (7) workdays due to an accident or illness as defined in the Workers' Compensation Law, the employee shall be entitled to use all the sick leave to his credit with pay. When sick leave credit has been exhausted, the employee shall be limited to Workers' Compensation payment and the Employer shall have no obligation to make payments to the Employee for the balance of the period of such sickness or disability. During the period that the employee is using up his sick leave for the sickness or disability as set forth herein the amount of money above the Workers' Compensation payment shall be delivered to the Employer in return for which the Employer will credit two sick days of sick leave with pay to the employee for each weekly payment received under the Workers' Compensation Law. If payment is received by the Employer for the Workers' Compensation for less than a week's payment, there shall be credited to the employee for sick leave with pay a proportion of days in the ratio that the amount bears to two days.

An employee who is absent from work because of a job related accident or illness defined in the Workers' Compensation Law shall not lose benefits he would normally receive as provided for in this Agreement such as sick time and vacation time.

C. Leave of absences are without pay and maintenance of employee benefits will be at the expense of the employees.

### **ARTICLE XII - LEAVE OF ABSENCE FOR PERSONAL MATTERS**

A. A leave of absence up to one (1) year will be granted to any employees covered by this agreement who has worked two or more years for the Employer, upon recommendation of the Business Manager and approval of the Employer. There will not be more than one (1) employee on leave of absence in any one year, (Civil Service Rules). All such leaves of absence shall be WITHOUT PAY and maintenance of employee benefits will be at the expense of the employee.

B. Leaves of absence hereunder shall be requested in writing and submitted to the Business Manager thirty (30) days in advance. Approval or disapproval shall be in writing to the employees. Special circumstances will be considered by the Employer when leave is requested on less than thirty (30) days notice.

C. Employees on approved leave of absence may be subject to disciplinary action for violating the purpose stated when applying for approval of the leave of absence.

D. Employees on approved leave of absence shall return to work on the date designated for the expiration of the leave. No delay in returning to work shall be approved unless special circumstances beyond the control of the employee are found to exist in the Employer's judgment. Violation of the approved leave of absence shall result in disciplinary action.

E – Employees shall be allowed paid leave of up to five (5) days annually for emergency situations chargeable to vacation accruals.

### **ARTICLE XIII - PERSONAL LEAVE**

Bargaining unit members shall receive four personal days in each calendar year of employment. The number of personal leave days to the credit of each employee shall be posted by the employer once each calendar year no later than February 15th. Personal days may be taken in conjunction with vacation. At the employee's option and at the end of the fiscal year, any unused personal leave shall be forwarded to accumulated vacation or accumulated sick leave, except that if any employee at the end of a fiscal year has 20 or more vacation days accumulated, any unused personal leave must be forwarded to sick leave.

### **ARTICLE XIV - COURT AND JURY ATTENDANCE**

A. Any employee on a salary basis who is required to serve as a juror may be granted a leave of absence with pay, provided that any fees received by such employee, as a juror shall be paid by the employee to the Employer.

B. Any employee receiving notice to serve on a jury shall immediately thereafter show the notice to the Business Manager who shall have the right to request the Court to adjourn the period for jury duty in order to meet needs of the Employer. The employee shall cooperate in obtaining the adjournment. An employee who attends jury duty pursuant to the notice shall return to work on any day that he is excused from attendance.

C. Payment for days lost from work pursuant to a subpoena for court appearances shall be limited to subpoena on legitimate matters pertaining to the Employer's business. When attending pursuant to such subpoena, an employee shall return to work when excused or relieved from the subpoena for any day.

#### **ARTICLE XV – BEREAVEMENT**

A. FIVE (5) DAYS excused time with pay at straight time will be granted to an employee for death of husband, wife, son, daughter, brother, sister, mother or father.

B. THREE (3) DAYS excused time with pay at straight time will be granted to an employee for the death of mother-in-law, father-in-law, or any other relative living in the household of the employee.

C. ONE (1) DAY excused time with pay at straight time will be granted to an employee for the death of a sister-in-law or brother-in-law.

D. Payment for above time off shall be only for time lost from a scheduled workday. The time off shall start the next day after the day of death and shall be consecutive calendar days.

#### **ARTICLE XVI – SENIORITY**

Seniority will be based on the date of commencement of employment with the Yonkers Parking Authority for each PERMANENT employee. The Employer will maintain a current seniority list of personnel. A copy of this list revised once a year (January) shall be made available to the President of the Parking Authority Unit. This list will be used to determine individual employee preferences in vacation and for overtime assignments.

#### **ARTICLE XVII - PROMOTIONAL OPPORTUNITIES**

Notices of promotional examinations shall be posted conspicuously in all offices and departments occupied by eligible employees; promotion opportunities are to be given to senior qualified employees within the department whenever they occur and in accordance with Civil Service Rules. Second opportunity to be given to employees in other departments; vacancies filled from outside only after exhausting previous possibilities.

#### **ARTICLE XVIII - UNION ADMINISTRATIVE RIGHTS**

A. The Employer recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO to appear on behalf of employees to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement, and to visit employees at a time upon mutual agreement between the Business Manager and Union representatives. Such employees' representatives shall also be permitted to appear at hearings before the Employer upon request of the employees.

B. The Employer shall so administer its obligations under this Agreement in a manner, which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed, or otherwise provided by law.



C. The Parking Authority Unit shall have the right to post notices and other communications dealing with proper and legitimate Union business, on bulletin boards maintained on the premises and facilities of the Employer, reserved and at an accessible place, at the discretion of the Administrative Officer.

D. The agents or representatives of the Westchester Local 860, shall have the right to visit the Employer's facilities for the purpose of adjusting grievances at a time to be mutually agreed upon between the Business Manager and CSEA Representatives.

E. The President of the Parking Authority Unit or his designee, shall have the right to assist and appear for the Unit or any employee in the Unit in the processing and adjustment of grievances and to assist in the administration of this Agreement.

He shall be permitted a reasonable amount of free time from his regular duties to fulfill these obligations so long as it does not interfere with the completion of necessary work.

F. Employer will give released time with pay to one (1) member designated by the Union to attend, NOT more than two (2) Area Conferences or Conventions in a given year; conference period to last not more than three (3) days including travel time.

#### **ARTICLE XIX - WORKING CONDITIONS**

A. The Employer shall notify the Union at least seven (7) days in advance of any change as to rules, regulations, or working conditions for full discussion before becoming final, except, where such change is required because of an emergency.

B. Work usually performed by members of the Unit will not be contracted out if it will result in the loss of employment to the present members of the Unit. There shall be no involuntary transfer of employees.

C. If the contemplated sale of certain properties of the Employer is consummated, the Employer will make every effort to provide employment to existing employees if similar facilities are built by the purchaser.

D. Employees may be assigned temporarily to perform the duties of a different classification. In the event the classification is a higher one, the rate of pay during such temporary service shall be equal to the rate of pay for the higher classification as set forth in this Agreement. However, if the temporary assignment is a lower classification at a lower rate of pay, then the employee shall receive his regular wages.

E. There shall be one (1) Meter Repairer on the collection crew at all times barring extenuating circumstances e.g. no Meter Repairer is available.

F. The employer shall post an up-to-date record of overtime listing the hours of overtime worked by all employees.

#### **ARTICLE XX - SAFETY EQUIPMENT AND UNIFORM CLOTHING**

A. The Employer shall provide five (5) clean uniforms per week consisting of shirt and pants (short sleeve shirts in the summer and long sleeve shirts in the winter); light weight jacket for spring, summer and fall and a heavier weight jacket for the winter.

In addition, rain gear, a winter hat, boots and/or rubber shoes and gloves are to be provided. The Maintenance Man I and II shall each be provided with a pair of steel toe safety shoes.

These additional items are replaceable at the discretion of the Business Manager based on the wear and tear expected of them and upon presentation of such items to the Business Manager. Replacement of these items will be made at a place and according to the procedure designated by the Business Manager.

B. All reasonable safety equipment required by employees for the performance of their work will be furnished by the Employer at its own cost and expense. Same shall be approved by the Business Manager.

### **ARTICLE XXI - LABOR-MANAGEMENT COMMITTEE**

A Management-Labor Committee will be established. The committee shall meet quarterly for the purpose of discussing working conditions and labor relations, having as its purpose a continuous and harmonious co-existence assuring continuous uninterrupted service to the public.

This committee shall meet in the first instance with the Administrative Officer of the Authority. Should any issue remain unresolved, the Committee shall have the right to bring said unresolved issue before the City of Yonkers Parking Authority Board. This Labor-Management Committee is not a grievance committee; and shall not have veto power or authority to alter, amend or modify this Agreement.

### **ARTICLE XXII – LONGEVITY**

The following longevity schedule shall apply to all employees in the bargaining unit:

|                |   |                            |
|----------------|---|----------------------------|
| After 10 years | - | 4% of base pay             |
| After 15 years | - | additional 7% of base pay  |
| After 20 years | - | additional 9% of base pay  |
| After 25 years | - | additional 12% of base pay |
| After 30 years | - | additional 15% of base pay |
| After 35 years | - | additional 10% of base pay |
| After 40 years | - | additional 10% of base pay |

### **ARTICLE XXIII - PAST PRACTICES**

This Agreement shall not be deemed to impair any existing conditions of employment more beneficial to the employee except as provided herein; any conditions or policy of covered by this Agreement which are beneficial to employees and Employer and which are now in effect shall be continued during the period of this Agreement unless changed by this Agreement.

## ARTICLE XXIV - GRIEVANCE AND DISPUTE

- A. All issues and disputes arising from the terms and conditions of this Agreement will be resolved with the Grievance Provisions of this Agreement.
- B. Any employee having a grievance must present his position in writing to his immediate supervisor within fifteen (15) workdays after the action or occurrence complained of. Within fifteen (15) workdays after such presentation the employee will be advised of the disposition of the matter.
- C. If the employee is not satisfied with the disposition of the matter with his immediate supervisor, he may within fifteen (15) work days after his immediate supervisor's disposition, personally or on his behalf by an authorized Union representative present a detailed statement in writing of his grievance to the Business Manager. Within fifteen (15) workdays after such presentation the employee will be advised of the disposition of the matter.
- D. (1) If the employee is not satisfied with the disposition of the matter by the Business Manager, he may within fifteen (15) work days after the disposition by the Business Manager, personally or on his behalf by an authorized Union representative present the grievance to the City of Yonkers Parking Authority Board which will meet in Executive Session within fifteen (15) work days after receiving a written notice to discuss the grievance further with the employee and his representative. The Business Manager shall be responsible to make available to both parties all existing records and transcripts of the grievance to this point. In the event that such dispute is not then disposed of, it may be referred by either party to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator, the parties agree to utilize the services of the American Arbitration Association to name an arbitrator under its Rules and Procedures.
- (2) The arbitration process shall be available to the Employer by presenting the grievance to the president of the unit and if not resolved, then to the CSEA representative.
- E. The fees and expenses of the arbitrator shall be borne equally by the parties. The Employer and the Union shall each bear their own expense for their respective witnesses and any other expenses that each may incur.
- F. The decision of the arbitrator shall be final and binding but the arbitrator shall not have jurisdiction, power, or authority, to amend, modify, supplement, vary or disregard any provision of this Agreement.
- G. The time limitations for presentation and resolution of grievances as herein fixed above, may be waived or extended only by mutual agreement of the parties involved in writing.
- H. All discussions and hearings between an employee, his immediate supervisor, Business Manager and the Employer shall, so far as practicable and so as not to interfere with work, be conducted during regular work hours.

## ARTICLE XXV - COMPATIBILITY WITH LAW

- A. This Agreement shall be construed so as to be compatible with all Federal, State and Local Laws and decisions of courts with final jurisdiction or agencies having the same effect. The invalidity of any provision hereof by reason of any such law or decisions shall not affect the

validity of the surviving provisions provided there shall continue to be mutuality of obligations.

## **ARTICLE XXVI - MANAGEMENT RESPONSIBILITY**

The Authority as a Public Employer, retains to itself all rights of a municipality that may not be contracted away and not specifically granted to the employee organization under the provisions of the New York State Public Employee Fair Employment Act (as present or hereafter amended) in this Agreement and not inconsistent with Civil Service Law or other Laws. The rights so reserved to the Authority as employer, include but are not limited to, the control of its facilities and the maintenance of such conditions, requirements, and limitations as may be applicable under law, and shall be exercised consistently with provisions of this Agreement. These rights include but are not limited to the following:

1. To determine the missions and policies of the Authority.
2. To determine the facilities, methods, means, and number of personnel; to designate the employees needed to carry out the Authority's mission; and to introduce new or improved methods or facilities.
3. To administer to the classification, examination, selection, hiring, retention, promotion, assignment or transfer of employees pursuant to law and in accordance with the Rules and Regulations of the Civil Service Commission and those that may be established by the Authority.
4. To discipline or discharge employees for just cause.
5. To direct the work of its employees.
6. To make rules, regulations and policies concerning personnel procedures and practices.
7. To determine the work to be performed within the Authority, maintenance and repair, supervision, uniforms, machinery and tools, methods, schedules or work not inconsistent with law, together with the selection, procurement, designing, engineering and the control of equipment and materials, purchase services of others, contract or otherwise, and to make reasonable and binding rules which shall not be inconsistent with this Agreement.
8. To organize or otherwise create such units within the Authority to improve economy and efficiency, establish manpower levels and performance levels, all as may be described further in this Agreement and except as limited by this Agreement.

## **ARTICLE XXVII - MISCELLANEOUS**

A. Employees shall have the right to examine his or her personal file at reasonable times by first making the request to the Business Manager when the same is deemed necessary by said employee to ascertain the accuracy of its contents.

B. Two coffee breaks to be allowed per day; one in the mid-morning and one in the mid afternoon.

C. The Employer shall have the discretion to provide for training programs for its employees.

D. Meal allowances of ten dollars (\$10.00) shall be provided in emergency overtime conditions. "Emergency overtime" is defined as unscheduled overtime, which is assigned on less than twenty-four (24) hours.

E. Newly hired employees shall have a trial period (probationary period) of six (6) months. Upon the satisfactory completion of the trial period, according to the decision of the Employer, and upon certification from the Civil Service Commission, such newly hired employees shall be deemed permanent employees.

F. All permanent employees covered by this Agreement shall be protected against dismissal and/or suspension pursuant to Section 75 of the Civil Service Law.

(G) – New – It is understood between the parties that should any new parking facility be built the employer may re-open negotiations with the Union solely on prospective changes in work scheduled for collectors.

(H) – New – Both parties agree that during the 2008 contract year, upon written request by either party, there shall be a further review and discussion over the work schedules of the Security Guards and Maintenance Worker I.

#### **ARTICLE XXVIII - DURATION OF AGREEMENT**

This agreement shall be for a four (4) year period commencing January 1, 2006 through and including December 31, 2009.

**ARTICLE XXIX - AGREED BY AND BETWEEN THE PARTIES**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Dated: 12/12/06

CITY OF YONKERS PARKING AUTHORITY  
BY: [Signature]  
EXECUTIVE DIRECTOR

CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO  
WESTCHESTER LOCAL 860  
YONKERS PARKING AUTHORITY UNIT

BY: [Signature]  
CSEA UNIT PRESIDENT

BY: [Signature]  
CSEA LABOR RELATIONS SPECIALIST

**YONKERS PARKING AUTHORITY**

**SALARY SCHEDULE**

**SECURITY**

| <b>STEPS</b> | <b>01/01/2006</b> | <b>01/10/2007</b> | <b>01/01/2008</b> | <b>01/01/2009</b> |
|--------------|-------------------|-------------------|-------------------|-------------------|
|              | 3%                | 3%                | 3%                | 3%                |
|              | \$1,500.00        |                   | \$1,000.00        |                   |

---

|   |                      |                      |                      |                      |
|---|----------------------|----------------------|----------------------|----------------------|
| 1 | \$33,639.00          | \$33,103.00          | \$35,096.00          | \$35,119.00          |
| 2 | <del>36,307.00</del> | <del>35,851.00</del> | <del>37,927.00</del> | <del>38,034.00</del> |
| 3 | <del>38,970.00</del> | <del>38,594.00</del> | <del>40,752.00</del> | <del>40,945.00</del> |
| 4 | <del>41,639.00</del> | <del>41,343.00</del> | <del>43,584.00</del> | <del>43,861.00</del> |
| 5 | <del>44,301.00</del> | <del>44,085.00</del> | <del>46,407.00</del> | <del>46,769.00</del> |
| 6 | <del>46,969.00</del> | <del>46,833.00</del> | <del>49,238.00</del> | <del>49,686.00</del> |
| 7 | <del>49,634.00</del> | <del>49,578.00</del> | <del>52,065.00</del> | <del>52,597.00</del> |
| 8 | <del>52,299.00</del> | <del>52,323.00</del> | <del>54,892.00</del> | <del>55,509.00</del> |

*now*

SECURITY

| STEPS | 01/01/2006<br>3%<br>\$1,500.00 | 01/01/2007<br>3% | 01/01/2008<br>3%<br>\$1,000.00 | 01/01/2009<br>3% |
|-------|--------------------------------|------------------|--------------------------------|------------------|
| 1     | \$33,639.00                    | \$34,648         | \$36,687.00                    | \$37,788         |
| 2     | \$36,307.00                    | \$37,396         | \$39,518.00                    | \$40,704         |
| 3     | \$38,970.00                    | \$40,139         | \$42,343.00                    | \$43,613         |
| 4     | \$41,639.00                    | \$42,888         | \$45,175.00                    | \$46,530         |
| 5     | \$44,301.00                    | \$45,630         | \$47,999.00                    | \$49,439         |
| 6     | \$46,969.00                    | \$48,378         | \$50,829.00                    | \$52,354         |
| 7     | \$49,634.00                    | \$51,123         | \$53,657.00                    | \$55,267         |
| 8     | \$52,299.00                    | \$53,868         | \$56,484.00                    | \$58,179         |





MAINTENANCE WORKER 1  
COLLECTORS

EMPLOYEES AS OF 01/01/2006

|       | 01/01/2006<br>3% | 01/01/2007<br>3% | 01/01/2008<br>3% | 01/01/2009<br>3% |
|-------|------------------|------------------|------------------|------------------|
| STEPS |                  |                  |                  |                  |
| 1     | \$32,139         | \$33,103         | \$34,096         | \$35,119         |
| 2     | \$34,807         | \$35,851         | \$36,927         | \$38,034         |
| 3     | \$37,470         | \$38,594         | \$39,752         | \$40,945         |
| 4     | \$40,139         | \$41,343         | \$42,584         | \$43,861         |
| 5     | \$42,801         | \$44,085         | \$45,407         | \$46,769         |
| 6     | \$45,469         | \$46,833         | \$48,238         | \$49,686         |
| 7     | \$48,134         | \$49,578         | \$51,065         | \$52,597         |
| 8     | \$50,799         | \$52,323         | \$53,892         | \$55,509         |

PARKING METER REPAIRER-SUPER.

FORMAN

|       | 01/01/2006<br>3% | 01/01/2007<br>3% | 01/01/2008<br>3% | 01/01/2009<br>3% |
|-------|------------------|------------------|------------------|------------------|
| STEPS |                  |                  |                  |                  |
| 1     | \$56,036.00      | \$57,717         | \$59,449         | \$61,232         |
| 2     | \$57,474.00      | \$59,198         | \$60,974         | \$62,803         |
| 3     | \$58,910.00      | \$60,677         | \$62,498         | \$64,373         |
| 4     | \$60,352.00      | \$62,163         | \$64,027         | \$65,948         |
| 5     | \$61,787.00      | \$63,641         | \$65,550         | \$67,516         |
| 6     | \$64,538.00      | \$66,474         | \$68,468         | \$70,522         |
| 7     | \$64,666.00      | \$66,606         | \$68,604         | \$70,662         |
| 8     | \$64,795.00      | \$66,739.00      | \$68,741.00      | \$70,804.00      |

SECURITY  
EMPLOYEES AS OF 01/01/2006

| STEPS | \$1,500.00        |                  | \$1,000.00        |                  |
|-------|-------------------|------------------|-------------------|------------------|
|       | 01/01/2006<br>3%+ | 01/01/2007<br>3% | 01/01/2008<br>3%+ | 01/01/2009<br>3% |
| 1     | \$31,754          | \$32,707         | \$34,688          | \$35,728         |
| 2     | \$33,380          | \$34,381         | \$36,413          | \$37,505         |
| 3     | \$35,005          | \$36,055         | \$38,137          | \$39,281         |
| 4     | \$36,630          | \$37,729         | \$39,861          | \$41,057         |
| 5     | \$38,256          | \$39,404         | \$41,586          | \$42,833         |
| 6     | \$39,881          | \$41,077         | \$43,310          | \$44,609         |
| 7     | \$41,506          | \$42,751         | \$45,034          | \$46,385         |
| 8     | \$43,132          | \$44,426         | \$46,759          | \$48,162         |
| 9     | \$44,757          | \$46,100         | \$48,483          | \$49,937         |
| 10    | \$46,382          | \$47,773         | \$50,207          | \$51,713         |
| 11    | \$48,008          | \$49,448         | \$51,932          | \$53,490         |
| 12    | \$49,634          | \$51,123         | \$53,657          | \$55,266         |

MAINTENANCE WORKER 1  
COLLECTORS  
EMPLOYEES AS OF 01/01/2006

| STEPS | 01/01/2006 | 01/01/2007 | 01/01/2008 | 01/01/2009 |
|-------|------------|------------|------------|------------|
|       | 3%         | 3%         | 3%         | 3%         |
| 1     | \$30,254   | \$31,162   | \$32,096   | \$33,059   |
| 2     | \$31,880   | \$32,836   | \$33,821   | \$34,836   |
| 3     | \$33,505   | \$34,510   | \$35,545   | \$36,612   |
| 4     | \$35,130   | \$36,184   | \$37,269   | \$38,387   |
| 5     | \$36,756   | \$37,859   | \$38,994   | \$40,164   |
| 6     | \$38,381   | \$39,532   | \$40,718   | \$41,940   |
| 7     | \$40,006   | \$41,206   | \$42,442   | \$43,716   |
| 8     | \$41,632   | \$42,881   | \$44,167   | \$45,492   |
| 9     | \$43,257   | \$44,555   | \$45,891   | \$47,268   |
| 10    | \$44,882   | \$46,228   | \$47,615   | \$49,044   |
| 11    | \$46,508   | \$47,903   | \$49,340   | \$50,821   |
| 12    | \$48,134   | \$49,578   | \$51,065   | \$52,597   |

PARKING METER REPAIRER- SUPERVISOR  
FORMAN  
EMPLOYEES AS OF 01/01/2006

|       | 01/01/2006<br>3% | 01/01/2007<br>3% | 01/01/2008<br>3% | 01/01/2009<br>3% |
|-------|------------------|------------------|------------------|------------------|
| STEPS |                  |                  |                  |                  |
| 1     | \$55,427         | \$57,090         | \$58,803         | \$60,567         |
| 2     | \$56,268         | \$57,956         | \$59,695         | \$61,486         |
| 3     | \$57,108         | \$58,821         | \$60,586         | \$62,403         |
| 4     | \$57,949         | \$59,687         | \$61,478         | \$63,322         |
| 5     | \$58,789         | \$60,553         | \$62,369         | \$64,240         |
| 6     | \$59,630         | \$61,419         | \$63,261         | \$65,159         |
| 7     | \$60,470         | \$62,284         | \$64,153         | \$66,077         |
| 8     | \$61,311         | \$63,150         | \$65,045         | \$66,996         |
| 9     | \$62,151         | \$64,016         | \$65,936         | \$67,914         |
| 10    | \$62,992         | \$64,882         | \$66,828         | \$68,833         |
| 11    | \$63,832         | \$65,747         | \$67,719         | \$69,751         |
| 12    | \$64,666         | \$66,606         | \$68,604         | \$70,662         |

MAINTENANCE WORKER 2  
 SENIOR COLLECTOR  
 EMPLOYEES AS OF 01/01/2006

|       | 01/01/2006<br>3% | 01/01/2007<br>3% | 01/01/2008<br>3% | 01/01/2009<br>3% |
|-------|------------------|------------------|------------------|------------------|
| STEPS |                  |                  |                  |                  |
| 1     | \$31,767         | \$32,720         | \$33,702         | \$34,713         |
| 2     | \$33,474         | \$34,478         | \$35,513         | \$36,578         |
| 3     | \$35,181         | \$36,236         | \$37,324         | \$38,443         |
| 4     | \$36,887         | \$37,994         | \$39,133         | \$40,307         |
| 5     | \$38,594         | \$39,752         | \$40,944         | \$42,173         |
| 6     | \$40,301         | \$41,510         | \$42,755         | \$44,038         |
| 7     | \$42,008         | \$43,268         | \$44,566         | \$45,903         |
| 8     | \$43,714         | \$45,025         | \$46,376         | \$47,767         |
| 9     | \$45,421         | \$46,784         | \$48,187         | \$49,633         |
| 10    | \$47,128         | \$48,542         | \$49,998         | \$51,498         |
| 11    | \$48,834         | \$50,299         | \$51,808         | \$53,362         |
| 12    | \$50,541         | \$52,057         | \$53,619         | \$55,228         |

METER REPAIRER  
 EMPLOYEES AS OF 01/01/2006

|       | 01/01/2006<br>3% | 01/01/2007<br>3% | 01/01/2008<br>3% | 01/01/2009<br>3% |
|-------|------------------|------------------|------------------|------------------|
| STEPS |                  |                  |                  |                  |
| 1     | \$39,613         | \$40,801         | \$42,025         | \$43,286         |
| 2     | \$40,767         | \$41,990         | \$43,250         | \$44,547         |
| 3     | \$41,922         | \$43,180         | \$44,475         | \$45,809         |
| 4     | \$43,077         | \$44,369         | \$45,700         | \$47,071         |
| 5     | \$44,231         | \$45,558         | \$46,925         | \$48,332         |
| 6     | \$45,386         | \$46,748         | \$48,150         | \$49,595         |
| 7     | \$46,541         | \$47,937         | \$49,375         | \$50,857         |
| 8     | \$47,695         | \$49,126         | \$50,600         | \$52,118         |
| 9     | \$48,850         | \$50,316         | \$51,825         | \$53,380         |
| 10    | \$50,004         | \$51,504         | \$53,049         | \$54,641         |
| 11    | \$51,159         | \$52,694         | \$54,275         | \$55,903         |
| 12    | \$52,317         | \$53,887         | \$55,503         | \$57,168         |

