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CITY OF WHITE PLAINS
CSEA AGREEMENT 7/1/07 - 6/30/08

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
MAR 06 2011
ADMINISTRATION
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AGREEMENT MADE AND ENTERED into this 28th day of April, 2008 by and between THE CITY OF WHITE PLAINS and the WHITE PLAINS HOUSING AUTHORITY, municipal corporation located in the City of White Plains, County of Westchester in the State of New York (hereinafter, where applicable, respectively referred to as the "City," "Housing Authority," or collectively "Employer") and Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO for the City of White Plains Unit, a membership corporation, duly incorporated under the laws of the State of New York with offices located in the City of White Plains and the City of Albany, New York (hereinafter referred to as the "Union").

ARTICLE I - SECTION 1 - RECOGNITION AND DEDUCTIONS

A. Recognition: The Employer continues to recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining for terms and conditions of employment and the administration of grievances for all employees of the Employer, which is understood to include Public Safety Aides and Community Development Employees with the further understanding that Community Development employees have no claim on other City jobs beyond rights authorized by State Law if and when Federal funding ends excluding temporary or seasonal employees, and employees of the Police Department of the City: Police Officers, including Police Officers assigned to the Detective Division, Sergeants, Lieutenants, Captain; Fire Department of the City (uniformed employees); Department of Public Works, Sanitation Bureau of the City (blue collar employees); Urban Renewal Agency of the City; Department Heads, the Library Director, Executive Directors of the Housing and Parking Authorities as managerial, all employees appointed by the Mayor and/or Common Council of the City, and the following other managerial and confidential employees:

<table>
<thead>
<tr>
<th>Department</th>
<th>Position Title</th>
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<tbody>
<tr>
<td>Budget</td>
<td>Assistant Budget Director</td>
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<td>(PERB Case No. E-0919)</td>
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<td>Budget Analyst</td>
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<td>(PERB Case No. E-0919)</td>
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<td></td>
<td>Secretary</td>
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<tr>
<td>Finance</td>
<td>Assistant to Commissioner of Finance</td>
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<td>(PERB Case No. E-0919)</td>
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<td></td>
<td>Chief Accountant</td>
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<td>(PERB Case No. E-0637)</td>
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<td></td>
<td>Insurance Risk Manager</td>
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<td></td>
<td>(PERB Case No. E-1334)</td>
</tr>
<tr>
<td></td>
<td>Departmental Secretary</td>
</tr>
<tr>
<td></td>
<td>Secretary I</td>
</tr>
<tr>
<td></td>
<td>(PERB Case No. E-0637)</td>
</tr>
</tbody>
</table>
Human Rights

Executive Director - Human Rights
   (PERB Case No. E-0637)

Housing Authority

Assistant Housing Project Manager
   (PERB Case No. E-1118)
Special Assistant to Executive Director
Staff Assistant
   (PERB Case No. E-1118)

Information Services

Information Technology Manager
Systems Analyst
   (PERB Case No. E-1518)

Law

Assistant Corporation Counsel
   (PERB Case No. E-0919)
Assistant Corporation Counsel I
Executive Legal Secretary
2 Senior Assistant Corporation Counsel
   (PERB Case No. E-0637)
2 Legal Secretary
   (PERB Case Nos. E-0637, E-1334)
Law Assistant

Library

Business Manager
   (PERB Case No. E-0637)
Assistant Library Director
   (PERB Case No. E-0637)
Business Assistant

Mayor

Administrative Aide
Secretary - Mayor's Office
Executive Secretary - Mayor's Office
Coordinator of Economic Development and Public Information

Parking Auth.

Secretary
   (PERB Case No. E-2101)
Business Manager
   (PERB Case No. E-1884)
Superintendent of Parking
   (PERB Case No. E-1884)

Personnel

Staff Assistant
   (PERB Case No. E-1518)
Office Assistant II
   (PERB Case No. E-0637)
2 Office Assistant I
   (PERB Case No. E-1118)
1 Senior Personnel Assistant
   (PERB Case No. E-0919)
1 Personnel Assistant
   (PERB Case No. E-0637)
1 Junior Personnel Assistant
   (PERB Case No. E-0637)
Employee Benefits Clerk
   (PERB Case No. E-1118)
Secretary

Planning

Staff Assistant
   (PERB Case No. E-1687)

Public Safety

Administrative Officer
   (PERB Case No. E-0637)
Assistant to Commissioner of Public Safety
Fire Chief
Police Chief

Public Works

Administrative Officer
   (PERB Case No. E-0919)
Assistant Superintendent of Water and Wastewater
   (PERB Case No. E-1884)

Garage & Shop Superintendent
   (PERB Case No. E-1884)
Principal Clerk
   (PERB Case No. E-1518)
Principal Stenographer
   (PERB Case No. E-0919)
Sanitation Superintendent
   (PERB Case No. E-1884)
Superintendent of General Operations
   (PERB Case No. E-0919)
Superintendent of Highways and Grounds
Superintendent of Water and Wastewater
   (PERB Case No. E-0637)

Recreation & Parks

Ass't to the Comm'r of Rec. & Parks
Superintendent of Parks & Recreation
   (PERB Case No. E-1687)
The Unit shall include all positions of the Employer as shown on the Compensation Schedules annexed hereto as Appendices A through C and as they may be amended from time to time.

B. **Unchallenged Status:** The Union shall have the right to unchallenged representation status for the maximum period provided under Article 14 of the Civil Service Law.

**SECTION 2 - DUES DEDUCTIONS**

A. **Exclusivity:** The Union shall have the exclusive right to dues deductions.

B. **Check-off of Dues:** The Employer agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card, the amount certified by an officer of the Union as Union dues. Deductions will be made from the payroll bi-weekly and the total dues collected will be delivered to the Treasurer of the New York State CSEA at its Albany, New York Office. The Employer agrees to make payroll deductions upon authorization of the Westchester Governmental Employees Federal Credit Union.

C. **Non-Termination:** Authorizations may be terminated on two weeks' written notice by the employee to CSEA, Inc.'s Albany Office.

D. **Employee Lists:** The Employer shall furnish the Union President with a monthly list of bargaining unit new hires, their grades, salary, title, Bureau and Department. This list, to the extent that this information is available to the Personnel Department, will also include notice of deaths, retirements and resignations. The Employer agrees to furnish the Union quarterly with a copy of the payroll (first full payroll each quarter). The City shall also notify the Union when new CSEA bargaining unit titles are created.

E. **Union Group Insurance Deductions:** In the event the employees desire to be covered under the CSEA Group Insurance Plans for its members, and upon their written individual consent being given for payroll deductions, the Employer shall make these deductions and deliver accordingly. The CSEA insurance representatives shall have access to individual employees during working hours to administer CSEA insurance programs, provided they have made prior arrangements with the Personnel Department.
ARTICLE II - WORKDAY - WORKWEEK

The present rules as heretofore practiced of the various authorities, departments and the present ordinances of the Employer as heretofore existed shall govern the number of hours per day and per week which an employee will be required to work.

Any change in existing schedules shall be subject to notification, in writing, to the Union and all affected employees.

Flex Time Schedules. The department head and individual employee(s) may agree upon a flexible work schedule, subject to approval of the Law Department. Nothing in this paragraph shall otherwise modify the City's position that it has the right to unilaterally implement flexible work schedules, or the Union's position that such schedules must be negotiated with the Union prior to implementation.

ARTICLE III - COMPENSATION

SECTION 1 - TITLES, SALARY GROUPS AND SALARY SCHEDULES

A. City of White Plains

1. Competitive, Non-Competitive and Labor

   Classes of the Classified Service
   a. A list of position titles by salary group is annexed as Appendix A.
   b. Salary Schedule effective July 1, 2007 is annexed as Appendix A-1.

2. Uniformed Classifications

   a. School Crossing Guards salary per diem hourly: see Appendix "C."

   b. The per-diem salary of school crossing guards shall be proportionately reduced to reflect the number of hours they are now required to work; for example, those required to work 2 hours will receive 1/2 of the contract per diem rate; those required to work 2.5 hours will be paid 5/8 of the contract per diem rate. It is understood that school crossing guards are not presently required to be available for lunch time dismissals. Early dismissals are not considered lunch time dismissals.
3. **Miscellaneous Stipends**

M.E.O. (when assigned driving of power shovels, back hoes, cranes and tractor trailers) $620

Registrar of Vital Statistics $574

Automotive Mechanic Foreman (when assigned to the Department of Public Safety) $2,000

Assistant Traffic Signal Benchman* $1,000
Traffic Field Supervisor* $1,000
Traffic Signal Repair Technician* $1,000
Traffic Signal Installer* $1,000

* For employees required to be available on standby.

B. **White Plains Housing Authority**

1. A list of titles and their respective grades and salary schedule effective July 1, 2007 shall be annexed as Appendix B-1.

**SECTION 2 - WAGE INCREASE FOR ALL EMPLOYEES HIRED PRIOR TO OCTOBER 4, 1978**

The above salary schedule and/or rates annexed as Appendices A-C shall reflect the following wage increases:

A. Effective July 1, 2007, each step on the Salary Schedules in effect on June 30, 2007 shall be increased by 4.0% and any employee due an increment shall advance accordingly.

B. For employees employed prior to October 4, 1978, they shall receive applicable increments on promotion as well.

**SECTION 3 - WAGE INCREASE FOR ALL EMPLOYEES HIRED AFTER OCTOBER 4, 1978**

They shall be hired at no less than the minimum in their classification and shall receive the negotiated annual increases only. Increments shall not apply or be paid to these employees, but these employees shall be eligible for increases under the merit increase plan, as provided for in Section 5.
SECTION 4 - INCREMENT SCHEDULE

Employees who are eligible for increments and are below maximum on such schedule shall receive a full increment annually until the maximum, or so much of an increment that would bring them up to a maximum. A full increment would reflect a four step move on the applicable pay grade. The Employer, on recommendation of a department head, may withhold an increment only for reasons other than satisfactory service.

SECTION 5 - MERIT INCREASE PLAN

Eligibility, Committee and Procedure

1. All employees hired after October 4, 1978 and below maximum step in their respective pay grades shall be eligible to participate in the Merit Increase Plan.

2. It is understood and agreed that the additional wage increase, as provided by the Merit Increase Plan, shall be determined and administered in the discretion of the Personnel Officer. Expenditures are to be effective July 1 of each year.

3. Performance Appraisal Instruction Sheet

The Rater is the individual completing the evaluation form. In large departments, another individual may have more direct contact with the employee being rated. This is the Appraiser, whose comments and observations will be utilized by the Rater in preparing the evaluation. In smaller departments, only one person may be required to prepare the evaluation and act as Rater.

PREPARING THE RATING

1. Up to seven of the employee's most important tasks should be identified by the Rater/Appraiser and a percent assigned, indicating the weight of importance of each task to overall performance of the employee's job. Percentages assigned must total 100%.

2. A unit rating of 5 (Exceptional), 4 (Superior), 3 (Satisfactory), or 2 (Neither) * should be assigned, indicating the employee's level of performance of a specific task. A brief explanation of the reasons for assigning the rating for each task should be included, with strengths or needed areas of improvement noted.

3. Multiply the percent by the value assigned.

4. Add the ratings for each task. An employee's overall rating, based on the total rating, will be assigned as follows:

4.1 - 5.0 - Exceptional - (4 Steps)
3.5 - 4.0 - Superior - (3 Steps)
2.5 - 3.4 - Satisfactory - (2 Steps)
2.4 or below - Neither - Counseling and review after 3 months.

* these criteria should be used in assigning a rating:

**EXEMPLARY** - The employee's performance is clearly exceptional in comparison with performance expectations. The employee's performance consistently exceeds all performance expectations for the job. The employee can be relied upon to perform the most difficult and complex assignments in an accurate and appropriate manner. This exceptional performance causes the employee to stand out among other employees in the work unit. Possesses outstanding characteristics of attitude, dependability, cooperation, interpersonal relations and has a good record in relation to absence and lateness.

**SUPERIOR** - This category is where performance is above average. This employee usually exceeds performance expectations for the job. Possesses above average characteristics of attitude, dependability, cooperation, interpersonal relations and has a good record in relation to absence and lateness.

**SATISFACTORY** - This is a broad category which covers a wide range of employees, all of whom are performing acceptably. It is the expected and usual level of performance.

The employee usually meets and sometimes exceeds performance expectations for the job. The employee generally performs assigned tasks/duties in a good, competent manner, and may be recognized as a particular asset to the work unit. The employee can be given assignments with confidence that generally they will be completed in an efficient, effective manner.

A satisfactory employee may also be characterized as meeting minimal performance expectations for the job. There may be areas of performance which should be improved. Possesses satisfactory characteristics of attitude, dependability, cooperation, interpersonal relations and has a good record in relation to absence and lateness.

**NEITHER** - The employee does not meet the level of performance of either satisfactory, superior or exceptional.

5. Additional comments, relating to the assigned ratings should be included, particularly in the case of ratings of "exceptional," "superior" or "neither."

6. The action plan should be discussed at the time of the interview. When areas of needed improvement have been noted, the plan should include specific steps to be taken to meet the employee's developmental needs. In a case in which performance of the employee's task(s) is "exceptional" a plan might be developed to utilize those strengths; as, for example, assigning that employee to assist in the training and development of other staff.

7. The employee shall receive a copy of the completed performance appraisal sheet within 7 days after the employee first signs the form acknowledging that he or she has seen it. At
the time the employee is given a copy, the employee shall sign and date the form on a different line to acknowledge receipt.

SUMMARY:

Plan to be implemented will provide Performance Adjustments to all employees below the maximum annually based on evaluations made by supervisors and approved by the Personnel Officer. The adjustments shall be as follows:

- Exceptional: 4 Adjustments
- Superior: 3 Adjustments
- Satisfactory: 2 Adjustments
- Neither/0 Adjustment: Automatic review in 3 months.

There shall be an appeal procedure whereby the decisions of the Personnel Officer may be appealed to an Arbitrator mutually selected by the parties, and if no agreement is reached, to an arbitrator chosen by the AAA. The employee shall have 15 days from receipt of the performance appraisal sheet to appeal the merit rating. It is further agreed that the issue to be decided was whether the Employer's decision had a rational basis and the burden of proof shall be upon the Union.

EVALUATION PROCEDURE

As per the Performance Appraisal Instruction Sheet.

SECTION 6 - WAGE AND/OR PRICE CONTROLS

It is understood and agreed that in the event the Federal Government enacts Wage and/or Price Control, the wage increases provided for herein shall be implemented as provided for, unless specifically excluded by law.

SECTION 7 - LONGEVITY

A. Employees shall receive the following longevity pay:

1. Employees shall receive the following longevity pay:
   a. After 12 years of continuous service, paid at the annual rate of $900.00.
   b. After 15 years of continuous service, paid at the annual rate of $1,000.00.
   c. After 20 years of continuous service, paid at the annual rate of $1,100.00.
B. Employees completing the required amount of continuous service in the fiscal year are eligible for the longevity payments commencing the first pay period of the fiscal year. These payments will be included in the employee’s bi-weekly or weekly paychecks as the case may be.

C. School Crossing Guards. Notwithstanding any previous practice or contract language to the contrary, school crossing guards who are regularly scheduled to work at least ten (10) hours per week shall receive full rather than prorated longevity.

SECTION 8 - RIGHT OF REALLOCATION

The Employer retains the right to upgrade or downgrade any position with salary commensurate with the grade. In the event of downgrading a position, the salary of incumbent employees shall not be reduced so long as such position is held by an incumbent.

SECTION 9 - COMPENSATION PLAN

A. Annual Salaries

Annual salaries shall be limited to the salary range for each position within its respective numerical salary group, as hereinafter set forth.

B. New Appointees

A new employee appointed to a position in a salary group shall be paid the minimum rate of pay for such salary group, except as follows:

1. A new employee, upon original appointment or upon completion of probationary period, who has had previous experience in the duties of his/her position exceeding the experience required for appointment at the minimum salary, may be appointed at a salary equal to the minimum rate plus not to exceed seven percent for each year of the previous experience as determined by the Personnel Officer.

2. In the event that the Personnel Officer determines that there is an acute shortage of qualified candidates for a position title, he/she may certify the existence of the acute shortage in writing, which certification shall be effective for a period not to exceed the current fiscal year in which it is made. When the certification has been made, any new employee in that position title shall be appointed at a salary, to be determined by the Common Council, which shall not exceed that paid to any present employee in that position title.
C. **Promotions**

When an employee is promoted to a position in a higher salary group, the employee shall receive a salary increase of seven percent above his/her regular rate of pay, and then be placed on the salary scale of his/her new group level at a stated schedule ministep or minimum, which shall be no less than the employee's prior salary plus seven percent, but in no event shall the employee be paid in excess of the maximum of the higher group.

D. **Transfers**

There shall be no immediate change in the salary of an employee who retains the same position title but is transferred from one department or bureau to another. There shall be no immediate change in the salary of an employee who is transferred from one position title to another position title in the same numerical salary group.

E. **Demotions**

An employee who is demoted to a position title in a lower salary group shall be paid a salary to be determined by the Common Council which is within the salary range for the lower position title.

F. **Reallocation Downward**

When an employee's position is reallocated to a position title in a lower salary group, the employee shall be permitted to continue at the employee's present rate of pay during period of incumbency (except in the event of general service-wide reductions), but shall not be entitled to a salary increase in the fiscal year of reallocation.

G. **Reinstated Employee**

An employee may be reinstated within one year of the employee's termination of service with the Employer and shall be paid a salary step to be fixed by the Personnel Officer.

H. **Part-Time Employment**

1. All rates prescribed in the salary range schedule are the standard rates of pay authorized for full-time employment. When employment is on a part-time basis, only the proportionate part of the rate for the time actually employed shall be paid. The hourly rate of compensation for part-time employees shall be computed on the basis of the minimum annual salary for the position as provided in this Agreement, divided by the annual hours normally worked for full-time employees in the position. However, employees with a minimum of thirty-six (36) continuous months of service shall be proportionately entitled to all benefits accruing to full-time employees including proportionately the salary adjustments that are set forth in this Agreement.
2. Permanent part-time employees who have been employed for a minimum of three consecutive years shall receive and/or accumulate, as appropriate under the Agreement, holiday pay, sick leave, excused leave and jury leave on the basis of the approximate average number of hours per day worked in the preceding twelve month period. Permanent part-time employees who have been employed for a minimum of three consecutive years shall, pursuant to the schedules of vacation allowance, receive vacation consisting of the average number of hours per day worked in the preceding 12 months period multiplied by the number of weeks’ allowance.

I. Salary Adjustments

All employees appointed or reinstated four months prior to July 1 shall be eligible for salary adjustments on July 1.

J. Salary Adjusted to the Nearest Dollar

Whenever a salary is determined, computed, or otherwise adjusted under this Agreement, its annual amount shall be rounded out to the nearest dollar.

SECTION 10 - PREMIUM PAY

A. Overtime Pay

1. The Employer shall pay time and one-half the employee's rate of pay (except as hereinafter referred to) for all hours worked in excess of forty hours per week, as may be authorized by the Mayor.

   a. Employees who normally work fewer than forty hours per week shall be paid straight time or compensatory time off at the Employer's option for all hours worked between their normal workweek up to forty hours. They shall be paid time and one-half the employee's rate of pay for all time worked in excess of forty hours or on the employee's sixth day of work in the employee's workweek.

   b. Recreation Supervisor, Supervisor I and Supervisor II and, effective July 1, 2003, Recreation Administrator, shall receive a $1,712 stipend in lieu of overtime.

   c. The intent of paragraph b is that hours worked between thirty-five and forty per week shall be credited as compensatory time off. All hours in excess of forty shall be compensated as indicated in paragraph b.

   d. Employees in the title of Associate Planner shall receive compensatory time as heretofore practiced.
The conditions under 1(b) shall prevail unless either group is ruled to be under the overtime provisions of the amended Fair Labor Standard Act, in which case the conditions in 1 and 1(a) as applicable shall apply instead.

2. Time and one-half the employee's rate of pay shall be paid for work performed on a holiday (except as provided in 3(a) and 3(b) below). In these cases, if requested by the employee, the Employer will make a reasonable effort to schedule the employee for another day off with pay and, if none is scheduled, then the employee will be paid for the day plus time and one-half.

3. The Employer shall pay double time the employee's rate of pay for:
   a. All hours worked in excess of sixteen consecutive hours, irrespective of the forty hour provision.
   b. Work performed on Christmas, Thanksgiving Day and New Year's Day. In these cases, if requested by the employee, the Employer will make a reasonable effort to schedule the employee for another day off with pay and, if none is scheduled, then the employee will be paid for the day plus double time.

4. Lists of overtime worked shall be posted weekly. The Employer agrees to equal distribution of overtime within classifications and within departments to the extent this is equitable and practicable. A record of actual overtime hours worked by an employee shall be maintained and made available to the Union representatives. Employees who decline overtime will be credited with the actual hours worked on the assignment for purposes of equitable distribution (e.g., an employee refusing an OT assignment of four hours will be credited as having worked four OT hours on the weekly list.)

5. Saturday Summer Hours: Full-time Library employees assigned to work on Saturdays in the Library during the months of July and August shall be credited with seven hours of compensatory time for four hours of work. Permanent part-time employees employed prior to July 1, 1977 shall be credited with six hours for four hours if assigned on a Saturday during July and August. Other employees shall be paid at straight time rates.

6. Sunday Hours:
   a. Full-time Library employees shall work on Sundays on a voluntary basis only. In the event there are insufficient volunteers, employees hired after July 1, 1996 may be required to work a maximum of five Sundays per year. These employees shall receive seven hours compensatory time for four hours work or pay at time and one-half at the City's option; however, it is understood that no employee shall accumulate more than thirty-five hours of compensatory time. (The City shall pay time and one-half for Sundays worked in the event the employee has accumulated and not received thirty-five hours compensatory time.)
   b. Those persons scheduled to work as Librarian in Charge, provided
they are a Librarian I or II, shall receive a $50 stipend for each full Sunday worked.

c. Permanent part-time employees employed prior to July 1, 1977 shall be credited with six hours for four hours either compensatory time or cash for Sundays worked at the City's option, however, the City shall pay cash for such work if the employee's accumulated compensatory time exceeds thirty-five hours.

B. Call-In, Call-Back Pay

1. Employees recalled to work after leaving the job at the end of their regular hours shall receive a minimum of four hours pay at the applicable overtime rates unless they work into their regular starting time, in which case they shall be paid at the applicable overtime rate for all hours worked prior to their regular starting time.

2. Administration of payment for call-in, call-back pay, shall be as follows regarding payment procedures for multiple calls and overlapping periods:

(a) Each call-back shall be considered a four-hour payment period which shall begin at the actual time of the call-back.

(b) Payment shall be made at the overtime rate for each hour of the time period(s) except that payment shall be made only once for any period of time that overlaps two four-hour time periods.
**Example 1**: Call-back on Saturday at 6:00 a.m., 11:00 p.m. and 4:00 a.m.

**TOTAL OVERTIME HOURS**

<table>
<thead>
<tr>
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<td>9</td>
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</tbody>
</table>

Total Overtime Hours = 12
### Example 2: Call-back on Saturday at 6:00 p.m., 11:00 p.m. and 1:00 a.m.

**TOTAL OVERTIME HOURS**

<p>| | | | | | | |</p>
<table>
<thead>
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</tr>
</tbody>
</table>

Total Overtime Hours = 10 (2 hours overlap two time periods)

### Example 3: Call back on weekday at 7:00 p.m. and 9:30 p.m.

**TOTAL OVERTIME HOURS**

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>2-1/2</td>
<td>3-1/2</td>
<td>4-1/2</td>
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<td>6-1/2</td>
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<tr>
<td>7-1/2</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>9:30</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>1:30</td>
<td></td>
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</tbody>
</table>

Total Overtime Hours = 6-1/2 (1-1/2 hours overlap two time periods).

-16-
C. **Night Differential Payment**

A night differential payment of $.40 cents per hour above the employee's basic hourly rate wage shall apply to the following employees:

1. Full-time employees assigned on a shift starting at 2:00 p.m. or later.

2. Employees who rotate across all three shifts, and for those employees shall be payable for the evening and night shifts. The night differential will not be payable to those who rotate between only two shifts.

3. Full-time Library personnel assigned to a shift starting at 1:00 p.m. or assigned to a split shift (e.g., 9-1 and 6-9).

D. **Clothing Allowance - School Crossing Guards** - The City shall give a "Uniform" allowance of $200.00 to all school crossing guards, or provide the "Uniform" in lieu of any allowance.

E. **Uniforms** - The Employer, through the Personnel Officer, shall determine the need for and supply of uniforms to various groups within the bargaining unit.

F. **Mileage Allowance**

Employees will be reimbursed at an amount equal to the rate being paid to employees under the agreement between Westchester County and the CSEA, where a private car is authorized for use for the Employer's business and when the employee has been certified eligible for reimbursement pursuant to City ordinance (e.g., insurance, license, etc.).

G. **Snow Days**

School Crossing Guards who report for work and are not notified by WFAS by 7:30 a.m. of the closing of school due to snow shall be paid one-half day's pay.

H. **General**

1. **Tuition Assistance**

   It is and will continue to be the policy of the City to assist employees in the pursuit of such formal educational programs as will mutually benefit the employee and the efficiency of the City work operations in which the employee is engaged. This policy shall be operative within the limitations of financial resources allocated for the Personnel Department's tuition account.

   a. An employee desirous of seeking tuition assistance shall consult with the department head for the purpose of receiving department head approval for the course or courses to be taken. After this approval, the employee will submit a bursar's receipt or similar substantive evidence whereupon the Personnel Department will authorize the disbursement of a tuition refund subject to the final approval of the Mayor. All of the foregoing reflect existing practice and policy.
b. The City shall make (and notify the Union of) an annual accounting on each July of payments made for tuition during the previous year.

2. Parking Facilities

The Employer shall provide three parking spaces for librarians. The Employer shall try to provide parking for other employees.

I. Flexible Spending Plan

An Internal Revenue Code Section 125 Flexible Spending Plan relating to health insurance only shall be implemented by the City as soon as practicable after the complete ratification/approval of the 1998 - 2002 Stipulation of Settlement. Effective as soon as practical following the complete ratification and approval of the 2002-2007 Agreement, the current plan shall be expanded to include all pre-tax deferment plans permitted by I.R.S. Code Section 125, provided that the Employer shall have the right to designate the plan administrator. It is understood that participation in the plan is voluntary and that before the plan is utilized by a particular unit member he/she shall first agree in writing to indemnify and save the City harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with this Section.

ARTICLE IV - LEAVES

SECTION 1 - VACATION WITH PAY

Except for School Crossing Guards or as otherwise provided herein, the following general vacation schedule shall apply to all employees of the Employer. For the purpose of this Section, service shall be computed from the first day of employment.

A. General Vacation Schedule

All full-time employees with six months of continuous service on the payroll of the Employer shall be granted a vacation with full pay in accordance with the schedule set forth below:

1. Effective upon completing six months of continuous full-time service all employees shall be eligible for one week's vacation, however, after one year of employment, no more than two week's vacation in total may be taken, so that previous time, if taken, shall be deducted from two weeks total earned in the first year.

2. One year's continuous service, but less than five years continuous service, two weeks of vacation.

3. Five years continuous service, but less than twelve years continuous service, three weeks of vacation, provided that no more than two weeks shall be taken consecutively, except upon approval of the department head.
11/23/10

4. Twelve or more years continuous service, four weeks of vacation, provided that no more than two weeks shall be taken consecutively, except upon approval of the department head.

B. Public Library

Full-time Public Library employees in the professional job classification who, on June 30th of any calendar year shall have not less than six calendar months of continuous service on the payroll of the City, shall be granted a vacation with full pay, in accordance with the schedule set forth below:

1. Six months continuous service on June 30th, but less than one year's continuous service, one working day of vacation for each calendar month of service.

2. After one year's continuous service, four calendar weeks.

C. Special Police Officers - Parking Guards

There shall be granted to full-time Special Police Officers - Parking Guards vacations with full pay in accordance with the following schedule:

1. During the first year of service, one and one-sixth calendar days for each month of service, not to exceed fourteen consecutive days.

2. After one year's continuous service, three weeks.

3. After fifteen years continuous service, four weeks.

4. Vacations shall be assigned by the Chief of the Police Department after consultation with the Director of the White Plains Parking Authority.

D. Interim Holidays

If a legal holiday is observed by the Employer on any day except Saturday or Sunday, and the holiday occurs during an employee's vacation period, the employee shall be entitled to an additional day of vacation.

E. Interim Sick Leave

An employee who had taken sick leave or child care leave in excess of sixty working days in any anniversary year shall only be entitled to a vacation of one working day per calendar month of active service on the job in the anniversary year in which the leave was taken, if employed one year or more; one and one-half working days per month (if employed five years or more); or two working days per month (if employed twelve years or more).

F. Vacation Period and Accumulation

All vacations shall be taken during the twelve month period immediately following the end of the qualifying service period, at times approved by the department head, and shall not be
accumulated except pursuant to the specific approval of the department head. Approval or authorization of the department head shall not be abused. No subsequent vacation period earned shall be taken within four months of the preceding vacation period, unless the restriction be waived by special permission of the department head.

G. Vacation Schedule

Vacations shall be scheduled in periods of not less than one week, except as otherwise authorized by a department head or in cases where the employee is entitled to a vacation of less than one week. Approval or authorization of the department head shall not be abused.

H. Vacation Choice

The choice of vacation periods shall be granted employees with the longest periods of continuous service in the City, provided that the choice shall not, in the opinion of the department head, adversely affect the operation of the department, and vacation preference schedules shall be prepared and approved by the department head in the order of employees' starting dates of last continuous employment.

Housing Authority employees must make their annual leave requests for the summer and holiday season by February, or the Authority shall assign annual leave to the employee. Vacation schedules may be changed if the employee notifies the Authority no later than one month prior to the time the leave was originally scheduled, or one month prior to the new leave date requested, whichever is earlier.

I. Vacation Procedure Rules

The following vacation procedure shall be observed:

1. Each department head shall approve a vacation schedule, including all members of the department who will be entitled to a vacation.

2. Vacation choices, once approved by the department head, shall not be unreasonably rescinded.

3. Vacation pay shall be paid the pay day immediately prior to the employee's vacation period, provided that written notice, as required by the Finance Department rules in effect on December 20, 1980, has been given by the employee.

J. Termination of Employment

1. If an employee intends to terminate employment for reasons other than a dismissal from service, he/she shall be granted vacation, with full pay, equivalent to the vacation earned and not taken at the time of terminating employment, provided sufficient advance notice of termination is submitted to the department head to enable the vacation, with full pay, to be scheduled prior to the effective date of termination, and provided that at least two weeks' notice is given to the department head prior to commencing the vacation.
2. When an employee intends to terminate employment for reasons other than a dismissal from service, prior to June 30 of any fiscal year in which the employee has not earned a vacation, and has had continuous service for six months or more during the fiscal year, the employee shall be granted vacation, with full pay, based on the length of continuous service prior to the fiscal year, prorated on the number of months of continuous service during the fiscal year, provided at least two weeks' notice of the termination of service is given to the department head prior to commencing the vacation.

3. After one year of continuous service, an employee who intends to terminate employment, or is granted a leave of absence for appointment to a title covered by another bargaining unit and consistent with the White Plains Civil Service Rule 15, and for reasons other than a dismissal from service, provided the employee has given sufficient advance notice to the department head of the termination of service, may elect to receive compensation for the employee's currently earned and unused vacation in lieu of taking the vacation as provided above.

K. Death of an Employee

If at the time of the death of an employee there is currently earned and unused vacation standing or compensatory time due for overtime worked but not paid, to the credit of the employee, its monetary value shall be paid to the employee's beneficiaries.

SECTION 2 - HOLIDAYS WITH PAY

Paid holidays shall be granted to unit employees as set forth below:

A. General Holidays

1. All full-time employees of the Employer shall be entitled to thirteen paid holidays as follows: New Year's Day, Martin Luther King, Jr. Birthday (3rd Monday in January), Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day. These shall be guaranteed regardless of the day it falls.

Holidays falling on a Saturday will be observed on the preceding Friday.
Holidays falling on Sunday will be observed on the following Monday.

B. School Crossing Guards

School Crossing Guards shall receive these six and one-half paid holidays, per year: Martin Luther King, Jr. Birthday, Washington's Birthday, Memorial Day, Labor Day, Columbus Day, Election Day and a half-day to be selected by the Commissioner of Public Safety. Employees who have completed three or more years of service for the City as School Crossing Guards shall receive Thanksgiving Day as an additional paid holiday for a total of seven and one-half paid holidays.

SECTION 3 - PERSONAL ILLNESS OR INJURY LEAVE

Except as otherwise provided herein, the following provision shall apply to all employees:
A. General Provision

1. Each permanent or provisional employee shall be allowed twelve days absence at full pay during any calendar year because of personal illness, child births, pregnancy or personal injury. Those employed for fewer than twelve months in the calendar year shall be given an appropriate allowance. Effective as soon as possible after signing of the contract, the City's 7-hour employees shall accrue personal illness or injury leave at the rate of 3 and 1/4 hours per payroll period, and its 8-hour employees shall accrue sick leave at the rate of 3 and 3/4 hours per payroll period. The City shall notify employees twice a year, in February and August, of their sick accruals as of December 31 and June 30, respectively.

2. Additional allowance for absence with full pay due to personal illness or injury shall be given after the first year of employment, depending upon the number of days of sick leave allowance that may be accumulated in accordance with the following plan: At the end of each year the unused portion of the twelve days' allowance for that year shall be accumulated as an allowance for additional days of absence at full pay. The accumulation shall be limited to two hundred days in any event. In cases of extreme hardship, provided the employee has been in the employ of the City for more than one year, in the discretion of the department head, an additional thirty days may be allowed irrespective of accumulations. Combined accumulation as set forth in this paragraph is limited to two hundred days.

3. In the discretion of the Employer, leave of absence at half-pay for a period not to exceed three months may be granted because of serious illness or injury to an employee whose sick leave credits have been exhausted.

B. School Crossing Guards

Personal illness or injury leave shall be five days per year. The City shall allow accumulation of unused leave up to fifty days.

C. Leave Procedure Rules

1. In order that absence because of personal illness or injury may be charged to accumulated leave, it shall be reported by the employee on the first working day of the absence within such time limit as the department head may fix. Absence on Saturday shall not be charged unless Saturday is a designated working day for the employee, if an employee is designated to work a half-day on Saturday, then only a half-day shall be charged for absence.

2. The minimum unit of illness or injury leave shall be one hour, unless the department head determines that it is preferable to use a half-day as the minimum unit of leave. The unit may differ among employees in a bureau or department, but shall be uniform with respect to similarly situated employees within a bureau or department.

3. Credits cannot be earned for the period an employee is on leave of absence without pay. For the calculation of illness or injury leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time "served" by the employee.
SECTION 4 - SERIOUS ILLNESS OR DEATH IN FAMILY LEAVE

A. Bereavement Leave: All employees with over four months of service with any of the Employer parties to this Agreement shall be granted not more than four working days with pay for each occurrence of death in the employee's immediate family upon satisfactory evidence of such. This absence may be extended to a maximum of ten days and the excess above four charged to the employee's sick, vacation or overtime credits. The immediate family of an employee shall include grandparents, grandchildren, brother, sister, spouse, child, father, mother or foster parents of the employee or spouse.

B. Serious Illness or Injury in Family: All employees with over four months of service with any of the Employer parties to this Agreement shall be granted up to four days off for serious illness or injury in the immediate family in each calendar year, upon satisfactory evidence of such. This absence may be extended to a maximum of ten days and the excess above four charged to the employee's sick, vacation or overtime credits. The immediate family of an employee shall include grandparents, grandchildren, brother, sister, spouse, child, father, mother or foster parent of the employee or spouse.

C. Absences for serious illness or death outside of the immediate family may be deducted from sick leave credits.

SECTION 5 - PERSONAL LEAVE

Except for School Crossing Guards or as otherwise provided herein, the following personal leave provision shall apply to all employees:

A. General Provision

All employees may receive up to three days (effective July 1, 2005, four days) personal leave during the fiscal year for the following reasons: religious observance, required Court attendance, transporting one's child to or from college at the beginning or end of the school year, title closing on employee's home, house moving, child's graduation and attendance at a wedding of immediate family, personal emergency and childbearing leave. Reasons for leave need not be disclosed.

Employees shall receive personal leave prorated at the rate of one day for each three months of service for the balance of the contract year in which they are hired.

Personal leave shall be prorated in the employee's last year of employment, except for those employees leaving the service of the Employer who are eligible for and have filed their papers for a pension under the NYS Employees Retirement System and those employees whose service is terminated because of a work-related disability.

B. Leave Procedure Rules

Upon approval of the department head or his/her designee, personal leave shall be granted. Employees requesting personal leave days shall give at least five days' advance notice, whenever feasible, to the department head or designee. If this advance notice is not given, the Employer may inquire whether it was feasible to have given five days' notice, and, if not, why not.
The Employer may not ask the employee to divulge the reason for which the leave was requested. The minimum unit of personal leave shall be one hour, unless the department head determines that it is preferable to use a half day as the minimum unit of leave. The unit may differ among employees in a bureau or department, but shall be uniform with respect to similarly situated employees within a bureau or department. Personal leave days not used shall be credited toward unused personal illness or injury leave.

SECTION 6 - JURY AND COURT ATTENDANCE LEAVE

A. Except for School Crossing Guards or as otherwise provided herein, the following leave provisions shall apply to all employees: On proof of the necessity of jury service or attending Court for other than personal matters, leave of absence shall be granted with pay to all employees, less amount received for jury or witness fees.

B. Employees shall request that they be placed on "on call" jury duty status, where available.

SECTION 7 - CHILDBEARING AND CHILDMREARING LEAVES

A. Childbearing Leave: A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able. A pregnant employee, upon filing appropriate medical evidence that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use any accumulated vacation leave, personal illness or injury, personal leave and accumulated overtime for the period of her incapacity.

B. Childrearing Leave: The employee may use any paid leave he/she has accumulated (except personal or injury leave) for childrearing leave.

Employees shall be granted, upon request, a leave of absence without pay for childrearing for a maximum period of six months, exclusive of the period above. This leave may be extended by mutual agreement.

SECTION 8 - MILITARY LEAVE

An employee who is required to render ordered Military duty shall be granted a leave of absence as authorized by law.

SECTION 9 - UNION LEAVE

A. An aggregate of twelve days per year is hereby granted for the bargaining unit to Union selected delegates for the purpose of attending State and/or County conventions, meetings and conferences. The twelve days may be used in any combination of days and persons but shall not exceed the total of twelve days. Copies of notification of the days shall be sent to the Personnel Officer. The Employer shall grant ten days of excused time with pay for the Statewide CSEA Board member to attend Board meetings.

B. 1. The Union President shall be released from City duties three half days per week, paid time, for the purpose of administering the Agreement and performing the duties of the office of the President, exclusive of time allowed for necessary attendance at scheduled Court,
P.E.R.B., Disciplinary, Grievance and Arbitration hearings. This time off shall be administered by agreement between the President and the Personnel Officer or his/her designee, for the purpose of recording, provided, however, that both half days shall be scheduled and taken pursuant to the terms of the "Aiges Stipulation."

2. Any additional time requested may be granted in the sole discretion of the Personnel Officer or his/her designee.

C. 1. Effective July 1, 2007 there shall be an increase of two (2) days for Union leave. In addition, Union excused time for statewide activities which is currently ten (10) days shall be transferred to regular Union excused time and the statewide section shall be deleted.

**SECTION 10 - GENERAL**

A. No employee shall be absent from duty on any working day except for one of the reasons outlined above, unless permission shall have been obtained in advance from the department head.

B. Credits shall be transferred with the employee from one department to another.

C. Days' allowance for absences mentioned in these rules shall be considered as meaning working days.

**SECTION 11 - ATTENDANCE BONUS**

An employee shall receive a bonus for excellent attendance for the prior year payable at the following rates:

<table>
<thead>
<tr>
<th>Number of Days Absent from Work</th>
<th>Bonus</th>
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<tr>
<td>12/01 - 11/30</td>
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<tr>
<td>0</td>
<td>$600</td>
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<td>$500</td>
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'Absences' are defined to include any absence from work other than Employer approved FMLA, vacation, personal and compensatory leave time, jury leave, that part of military leave that must be compensated by the Employer pursuant to the New York Military Law, and up to two approved instances of bereavement leave. Bonuses shall be paid in a lump sum by separate check during January.
ARTICLE V - EMPLOYEE BENEFIT PLANS

SECTION 1 - HOSPITALIZATION

A. Subject to paragraph (B) below, the Employer shall continue to participate in the Empire State Health Insurance Program and shall contribute one hundred percent of the individual employee's premium and one hundred percent of the premium for dependent's coverage. Should the employee choose to be covered by a Health Maintenance Organization Program, the same dollar amount shall be contributed for the program.

B. Health Insurance/Retirees

Employees hired on or after July 1, 1995 and who are otherwise eligible to receive health insurance benefits in retirement from the City shall be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute premiums pursuant to the following schedule:

<table>
<thead>
<tr>
<th>Completed years of City Service</th>
<th>City Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 or more</td>
<td>100% (individual/family)</td>
</tr>
<tr>
<td>15-19</td>
<td>80% (individual/family)</td>
</tr>
<tr>
<td>10-15</td>
<td>50% (individual)</td>
</tr>
<tr>
<td></td>
<td>35% (family)</td>
</tr>
<tr>
<td>Less than 10</td>
<td>0%</td>
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</tbody>
</table>

The City shall waive the twenty year service requirement in the case of an employee who is eligible for, retires, and receives benefits pursuant to, RSSL Section 63 (accidental).

C. The City shall have the option to change health insurance carriers or to self-insure, after prior notice to the Union, provided that the new coverage is equivalent to that provided by the State Empire Plan Core plus enhancements as of the date of the change. To be equivalent, the new plan must provide for employer contribution toward the cost of retiree coverage to the same extent that a participating employer in the State Empire Plan is required by state law or regulation to provide for retirees. Such notice shall be given no fewer than forty-five days prior to the date of anticipated change. Within that forty-five day period, but not thereafter, the Union may challenge the change on the sole grounds that the new coverage is not equivalent. This challenge shall be made by submitting, within the forty-five days, a demand for final and binding arbitration to the American Arbitration Association with a copy to the City, for resolution under the American Arbitration Association's Voluntary Labor Arbitration Rules. No change in health insurance carrier or to self insurance shall be made prior to the arbitrator's award.

D. School Crossing Guards. The City shall continue to provide health and dental insurance, and if they receive it, optical insurance as well, for those employed school crossing guards on the payroll as of November 4, 1992, at the same rate and under the same conditions as it provides to full-time employees in the bargaining unit.
SECTION 2 - HEALTH INSURANCE COST COMMITTEE

A joint committee shall be immediately established to seek containment of health insurance costs. The parties shall discuss the impact of increases in the Empire State Health Insurance Program and alternative methods of dealing with cost increases.

SECTION 3 - HEALTH INSURANCE BUYOUT

Employees may opt out of the Employer's health insurance program in whole or in part for periods of a full year by completing the appropriate form furnished by the Employer. In order to be eligible for this option a member of the bargaining unit must certify that he or she has health insurance through another source other than the Employer.

An employee opting out of the Employer's health insurance program in whole or in part shall be paid 40% of the premium savings, provided he or she maintains his or her waiver (remains out) for a full year.

Payments shall be subject to all usual payroll deductions and shall be made on the first Friday in December which is not a payday.

Employees electing to waive coverage must do so by filing their forms no later than April 30 in any year, with the provisions of this Section taking effect on July 1. Once a waiver form has been filed with the Employer, the waiver shall continue to be in effect from year to year thereafter until the employee elects to reenroll; and the employee shall be entitled to the applicable payment for waiver for each full year his or her waiver is in effect.

It is understood that once an employee has waived coverage for a particular year, he or she may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source and consistent with the rules and regulations of the City's flexible spending plan and applicable regulations. Emergency shall include loss of employment, or termination of insurance for, a spouse whose employer had provided the alternative insurance. Emergency shall not include the change of any such alternative insurance from a non-contributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer.

Reinstatement of coverage for the succeeding year may be made by notifying the Employer in writing no later than April 30 to be effective the succeeding fiscal year. This deadline shall not apply to emergency reinstatement of insurance as provided for in the above paragraph, but such reinstatement shall be subject to whatever requirements or deadlines are imposed by the Employer's carrier(s). If reinstatement occurs during a waived year due to emergency, the employee will repay, pro rata, any amount already forwarded to him or her in return for the waiver, by payroll deduction.

In the event that the IRS or a court of competent jurisdiction finally determines that employees not receiving this health insurance declination bonus must declare the value of the bonus not taken as taxable income, then the parties shall immediately meet to attempt to modify this provision in a manner that will permit the reinstatement of tax-free status. In the event that this is not possible on terms agreeable to both parties, then this provision, and the Flexible Spending Plan provision, shall both be declared null and void on the earliest date permitted by law.
SECTION 4 - DENTAL INSURANCE

A. The City will contribute a total of $1,189.50 per unit member annually toward the premium for a dental benefit insurance program to be mutually agreed upon by the parties.

B. The parties shall establish a joint committee consisting of no more than two persons each to study the feasibility of self-insuring the dental plan and other alternatives to the present dental insurance coverage.

C. School Crossing Guards. See Section 1(D), above.

SECTION 5 - OPTICAL INSURANCE

A. Individual and family optical insurance under the CSEA plan at a cost to the Employer not to exceed $294 per eligible employee in any fiscal year will be provided.

B. School Crossing Guards. See Section 1(D), above.

SECTION 6 - RETIREMENT

A. Retirement Plan

The Employer shall continue to participate in the non-contributory New York State "20 Year Career" Retirement Plan Section 75-I.

B. Conversion of Unused Sick Leave

The Employer shall continue to participate in the non-contributory option of the application of unused sick leave of up to one hundred sixty-five days as additional service credit to the New York State Retirement Plan - Section 41-J.

SECTION 7 - WORKERS' COMPENSATION

A. Any employee who is necessarily absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law may, pending adjudication of the employee's case, be granted leave with full pay for a period not to exceed six months (exclusive of accumulated sick leave credits), on approval of the Personnel Officer, after full consideration of all the facts involved and the length of service of the employee. Should the disability persist beyond this period, plus accumulated sick leave credits, the employee may be placed on leave without pay for a further period not to exceed eleven months. The employee shall, on return to active duty, be recredited with the number of days of earned sick leave consumed during the period of absence upon approval of the department head. Sick leave credits shall not be earned under these circumstances for periods that an employee is on the leave without pay.

B. Workers' Compensation Managed Care Program

The parties agree to continue their discussions regarding the possible implementation by the City of a Workers' Compensation Section 126 Managed Care Program. Toward this end, a Committee shall be established of not more than four persons selected respectively by the Union...
President and the Mayor. The Committee shall review all relevant facts and data brought before it and shall make a report with recommendations to the Mayor and Common Council. Nothing contained in this paragraph, nor any decision, action or inaction of the Committee, nor any statements made in Committee meetings, shall be subject to the grievance procedure of the Agreement or to any PERB or Court proceeding.

SECTION 8 - DISABILITY INSURANCE

The Employer shall participate in the New York State Disability Plan, subject to the Plan’s rules and Regulations. The Employees shall be responsible for paying the maximum contribution permitted by law (see Workers’ Compensation Law Section 209).

ARTICLE VI - GENERAL PROVISIONS

SECTION 1 - GOOD AND WELFARE

A. Safety and Health Committee

There shall be established a Safety Committee composed of up to three members designated by the City and up to three members designated by the Union to make suggestions and review matters relating to the safety conditions of employees.

B. Agreed Principles of the Safety and Health Committee

1. The Employer will, at its own cost and expense, perform every act reasonable to promote and insure the safety, health, sanitary conditions, and working conditions of the employees in the course and scope of their employment.

2. The Employer will, at its own cost and expense, perform and comply with all laws, rules, requirements and regulations of every legislative and administrative body with jurisdiction over the health, safety, sanitary conditions and working conditions of all employees.

   It is understood, however, that an employee or the Union may not seek arbitration of an alleged violation of this paragraph if the same or a similar claim or issue is or has been submitted to a court or administrative agency.

3. The Employer shall furnish all tools, rain gear, safety devices, and other necessary equipment. The employee receiving such tools, rain gear, safety devices and other equipment shall be responsible for their return in good condition, ordinary wear and tear, and reasonable loss expected.

   Also work clothes in those bureaus where currently provided. The employer shall provide suitable and safe space for storage of these items.

4. When new or improved equipment of a type similar to, or normally used by employees within their classification is acquired, they will be instructed and given reasonable training in the use of the equipment.
5. An employee normally shall not be required to perform any hazardous task outside of his/her job classification. Should an employee be required to perform work usually performed by an employee of another job classification when the performance of the work contains more than the normal degree of hazard, then the work shall be done under direct supervision.

6. Employees shall not be required to work outdoors in hazardous weather except on emergencies. Should a dispute arise concerning whether an employee is unreasonably required to work outdoors in hazardous weather, the matter shall be referred to the Personnel Officer for a decision.

7. One copy of all accident reports involving Union members will be forwarded to the Chairperson of the Union Safety and Health Committee.

C. Yearly Inspection

1. The Employer shall cause a yearly inspection to be made by qualified persons of the various departments of the employer or by non-Employer personnel who are qualified in the particular field in regard to power equipment, ropes, sanitation equipment, ladders and related items in the City Departments of Public Works and Recreation and Parks and the Maintenance Department of the Housing and Parking Authorities.

2. During the month of April an inspection shall be made in the Department of Public Works, the City Department of Recreation and Parks and the Maintenance Departments of the Parking and Housing Authorities by the full three member Union Safety Committee, a City Safety Officer and a third party who shall be a qualified safety engineer.

3. During the month of May an inspection shall be made of clerical offices of the Employer by the Chairperson of the Union Safety Committee and a white collar employee of his/her choice.

4. During the year an inspection shall be made by the Chairperson of the Union Safety Committee in other Departments or areas not specifically addressed to in subsections C(2) and (3) above.

D. Safety Meetings

The City shall conduct safety meetings for department employees with the objective of creating a safety awareness in all employees with first aid classes offered to individuals.

SECTION 2 - OUT-OF-TITLE WORK

When an employee is assigned to work in a higher classification for more than fifteen working days out of forty-five workdays, then the employee shall receive the minimum rate for the higher classification work retroactive to the first day of the work but not less than seven percent above his/her regular rate.

When employees are temporarily assigned to perform the duties of a job classification paid at a lower rate of pay, they shall be guaranteed their regular rate of pay.
SECTION 3 - TENURE

A. The period of probation may be extended for an additional year by the department head upon approval of the Union, which shall not be unreasonably withheld.

B. Removal and Other Disciplinary Action

1. A person described in paragraph (a), (b) or (c) below shall not be removed or otherwise subjected to any disciplinary penalty provided in this Section except for incompetency or misconduct shown after a hearing upon stated charges pursuant to this Section.

   a. A person holding a position by permanent appointment in the competitive class of the classified civil service, or

   b. A person holding a position by permanent appointment or employment in the classified service of the City, who was honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as a member in time of war as defined in Civil Service Law § 85, or who is an exempt volunteer firefighter as defined in the General Municipal Law, except when a person described in this paragraph holds the position of private secretary, cashier or deputy of any official or department, or

   c. An employee who has completed one year of employment in the non-competitive or labor class, subject to Article VI(3)(A).

2. Procedure

   a. An employee who at the time of questioning appears to be a potential subject of disciplinary action shall have a right to representation by the Union and shall be notified in advance, in writing, of this right. If representation is requested a reasonable period of time shall be afforded to obtain such representation. If the employee is unable to obtain representation within a reasonable period of time, the City has the right to then question the employee. A hearing officer under this section shall have the power to find that a reasonable period of time was or was not afforded. In the event the hearing officer finds that a reasonable period of time was not afforded then any and all statements obtained from the questioning as well as any evidence or information obtained as a result of the questioning shall be excluded.

   b. A person against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefor, shall be furnished a copy of the charges preferred against him/her and shall be allowed at least eight days for answering the same in writing.

   c. The hearing upon the charges shall be held by a person who is not a current or former City employee and who is designated by the City's Corporation Counsel in writing for that purpose, provided, however, that where the City seeks the employee's termination, the Corporation Counsel shall provide to the Union a list of five potential hearing officers, of whom at least three shall be persons named on the American Arbitration Association or Public Employment Relations Board Voluntary Labor Arbitration lists, the Union shall have the right at any time during the first seven calendar days of its receipt of that list to personally advise the Corporation Counsel of his/her designee of the names of not more than two of those person(s) it wishes to strike from the
list, and the Corporation Counsel shall then select for appointment as hearing officer a person whose name remains on the list.

d. The hearing officer shall, for the purpose of the hearing, be vested with all the powers of the appointing authority and shall make a record of the hearing which shall, with his/her recommendations, be referred to the appointing authority for review and decision.

e. The hearing officer shall, upon the request of the person against whom charges are preferred, permit him/her to be represented by counsel, or by a representative of a recognized or certified employee organization, and shall allow him/her to summon witnesses in his/her behalf.

f. The burden of proving incompetence or misconduct shall be upon the person alleging the same. Compliance with technical rules of evidence shall not be required.

g. The Employer will, where possible and where, in the Employer’s sole nonreviewable discretion, consistent with its business interests, attempt to notify the Union President or designee prior to serving a unit member with formal disciplinary charges.

3. Suspension Pending Determination of Charges: Penalties

Pending the hearing and determination of charges of incompetence or misconduct, the officer or employee against whom such charges have been preferred may be suspended without pay for a period not exceeding thirty days. If the officer or employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed one hundred dollars to be deducted from the salary or wages of the officer or employee, suspension without pay for a period not exceeding two months, demotion in grade and title, or dismissal from the service; provided, however, that the time during which an officer or employee is suspended without pay may be considered as part of the penalty. If he/she is acquitted, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of any unemployment insurance benefits he/she may have received during such period. If the officer or employee is found guilty, a copy of the charges, his/her written answer thereto, a transcript of the hearing, and the determination shall be filed in the office of the department or agency in which he/she has been employed, and a copy thereof shall be filed with the City’s Personnel Office. A copy of the transcript of the hearing shall, upon request of the officer or employee affected, be furnished to him/her without charge.

4. No removal or disciplinary proceeding shall be commenced more than eighteen months after the occurrence of the alleged incompetence or misconduct complained of and described in the charges provided, however, that this limitation shall not apply where the incompetence or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

5. Nothing contained in this Section nor any disciplinary matter or proceeding taken or not taken pursuant to the terms of this Section shall be subject to the grievance procedure of this Agreement.
C. Employees in the Non-Competitive and Labor Classes shall be laid off by classification seniority provided their ability, work performance and qualifications are relatively equal.

SECTION 4 - PROMOTIONS

The Employer shall provide the Union President with 25 copies of all vacancy and job or examination advertisements, announcements and postings. Such advertisements, announcements and postings shall be posted in all places of employment as agreed upon between the Union and the employer. Whenever practical, the City shall distribute all such postings, advertisements and announcements within the City and to the Union before an advertisement appears in the newspaper.

1. The Employer shall provide a form on which employees may apply for a specific position when a vacancy arises. Employees who submit such a form shall be considered for the vacancy, and shall be informed of the results of the selection process.

2. When provisional exams are scheduled for employees during work hours employees will be granted release time without loss of pay for the exam. This does not preclude the City from rescheduling the employee's work to make up the time.

3. The City will distribute a memo of policy to all department heads reiterating the City's position that when promotion opportunities become available, department heads should give consideration to qualified applicants within the City's employ before filling the job. (This does not apply to provisional promotions positions in competitive class).

4. Employees may submit to the Personnel Department applications for specific positions for which they wish to be considered whenever a future vacancy should arise. Upon learning of such a vacancy, the Personnel Department will inform the department head of the applications it has on file for such positions.

SECTION 5 - VACANCIES/SCHOOL CROSSING GUARDS

The City agrees that, in the event it has a month or more notice of an anticipated vacancy in a school crossing guard location which has more than the minimum number of hours, it shall give notice of such vacancy to the other guards who shall have an opportunity to apply. This shall not limit the City's right to make the appointment or assignment of its choice, including an individual who has not applied.

SECTION 6 - IDENTIFICATION CARDS

Identification cards are to be provided by the Employer to all bargaining unit members as soon as practicable. The Employer will establish rules for the use of its identification cards.

SECTION 7 - PERSONNEL FILES

Each employee shall have the right to inspect his or her personnel files, including his or her department or bureau files, if any, and to place written comments in the file to support or contest any information therein. The right of inspection shall not apply to recommendations from former or to future employers. The access will be provided within 48 hours of the request.
SECTION 8 - ANNUAL STATEMENTS OF ACCRUALS

The Employer shall issue a statement to each employee each July 1 to inform of vacation time, excused leave, sick leave accumulations and compensatory time. Subject to the ability of the City's data processing system to accomplish, the City will provide a second statement of accruals to employees in January.

SECTION 9 - PRINTING OF AGREEMENT

The Union shall bear the cost of printing this Agreement.

SECTION 10 - CREDIT UNION

The Employer shall provide to all employees the same credit union program that is available to management personnel.

ARTICLE VII - LABOR-MANAGEMENT COMMITTEE

A. A joint Labor-Management Committee shall be established. Three persons selected respectively by the Union President and the Mayor shall serve on the Committee and shall be empowered to discuss the implementation of this Agreement, the resolution of matters raised during negotiations and deferred to the Committee by both parties, and other matters not raised in negotiations as may be the concern of either party.

B. The parties agree to make reasonable efforts to resolve all matters as may come before them; provided however, that the Committee shall have no power to negotiate terms or conditions of employment nor to revise, change or modify the terms of this Agreement. However, the committee may recommend changes or modifications of this Agreement, to be considered in negotiations for this or a successor agreement, subject to the approval of both parties. The Committee shall be empowered to form ad hoc committees as necessary to expedite Committee business.

C. The Committee shall meet quarterly in a location and at a time mutually convenient to the parties and at such other times as they may mutually agree. Should the Committee meet during regular working hours at the City's request, employees participating in the meeting shall do so without loss of pay for the time the Committee meets during their regularly scheduled work hours. However, nothing in this Article may be construed as the basis for a claim for out-of-title work pay or as the basis for overtime payment.

D. The parties shall exchange a written agenda at least ten working days before the meeting. Items not on the agenda on the day of the meeting may be added only by mutual consent of the parties. Matters which are the subject of a grievance, lawsuit, improper practice charge, or other judicial or quasi-judicial proceedings may be discussed at Labor-Management meetings only on consent of both parties. By referring such a matter to the committee, or considering it in committee, neither party shall waive or in any way diminish its right to seek relief or defend itself in such a forum (PERB or arbitration), nor shall any time limits, statutes of limitations, or other deadlines be waived or tolled by submission of the issue to the Committee unless mutually agreed by the parties in writing, and as to that matter only.

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E. Nothing contained in this Article, nor any decision, action or inaction of the Committee, nor any statements made in Committee meetings, shall be subject to the grievance and arbitration procedure of this Agreement nor to any PERB or Court proceeding.

ARTICLE VIII - GRIEVANCE PROCEDURE

SECTION 1 - STATEMENT OF PURPOSE

It is the purpose of the Article to cultivate and maintain a harmonious and cooperative relationship between the Employer and its employees; to provide orderly procedures for the submission, review and settlement of employee grievances in an atmosphere free from intimidation, coercion, interference or reprisal. The spirit and provisions of this Article shall receive liberal construction to better effectuate its intended purpose.

SECTION 2 - DEFINITIONS

Unless otherwise expressly stated, the following terms shall, for the purpose of this Article, have the following meanings:

'EMPLOYEE' shall mean the "Union" or any person covered by the terms of this Agreement.

'SUPERVISOR' shall mean any person, other than a department head, regardless of title, who is authorized to exercise any level of supervisory responsibility over the employees.

'GRIEVANCE' shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement; provided, however, that no grievance concerning Article VI (3)(B) shall be submitted to arbitration and provided further that no grievance concerning Article VI, Section 1, Paragraph B(2) shall be submitted to arbitration, if the same or a similar claim or issue is or has been submitted to a court or administrative agency.

'UNION' shall mean the Union.

'DAYS' shall mean working days.

SECTION 3 - BASIC STANDARDS AND PRINCIPALS

A. Every employee shall have the right to present a grievance, in accordance with the provisions of this Article, free from interference, coercion, restraint, discrimination or reprisal and the grievance procedure established under this Agreement shall provide the right to be represented at all stages thereof.

B. It shall be the fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, to promptly consider and act upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purpose of this Agreement.
C. It is recognized that while grievances may be held outside working hours, requests by the Union for grievance meetings during work hours at times that will not unduly interfere with work operations and where the number of employees involved are limited to the aggrieved and the Union representative, shall not be unreasonably withheld.

SECTION 4 - GRIEVANCE PROCEDURE

The grievance procedure shall consist of a first and second stage and an arbitration stage as follows:

A. FIRST STAGE

There shall be a first stage meeting within three working days of a request for same. A decision shall be made within three working days after hearing the grievance.

1. If the grievance has been presented orally, the immediate supervisor shall respond orally or in writing within the time limit.

2. If the grievance has been presented in writing, the supervisor shall respond in writing within the time limit.

3. The Employer and the Union shall be notified in writing within five working days of any decision made at the first step.

4. If the aggrieved employee is not granted a meeting, and/or decision is not reached within the time limit as described above, the grievance shall be deemed to have received a negative answer.

5. If the grievance is not satisfactorily resolved at the first stage, the employee and/or the Union may proceed to the second stage.

6. If any employee has no supervisor, the employee shall commence the grievance at the next stage.

7. The parties may extend the time limit by mutual written agreement.

B. SECOND STAGE

In the event the grievance is not adjusted satisfactorily in the first stage, the employee and/or the Union may submit such grievance, in writing, to the second stage.

The second procedural stage shall consist of a request by the aggrieved employee and/or the Union for a review and determination of the grievance by the head of the department concerned, or designee. The department head shall hold an informal hearing within five working days of a request for same.

The aggrieved employee and/or the Union may appear and present oral and written statements of argument on the case. A decision shall be made within five working days after
hearing the grievance. The written determination shall be sent to the aggrieved employee, the Union and the Personnel Officer.

1. If no hearing is held, and/or no response given by the department head within the time limit as described above, the grievance shall be deemed to have received a negative response.

2. If the grievance is not satisfactorily resolved at the second stage, the Union may submit the grievance to arbitration by written notice to the Personnel Officer within twenty working days of receipt of a decision at stage two.

3. The parties may extend the time limit by mutual written agreement.

C. ARBITRATION STAGE

1. If the employee is not satisfied with the decision of stage two and the Union determines that the grievance is meritorious, the Union may submit the grievance to arbitration by written notice to the Personnel Officer within twenty working days of the decision at stage two.

2. In the event the parties cannot agree upon an arbitrator, the selection shall be governed by the voluntary rules and procedures of the American Arbitration Association. The Arbitrator shall hear the matter and issue a report no later than thirty days from the date of the close of the hearing or last date for submission of proofs and briefs.

3. The written report of the Arbitrator shall contain a statement of the Arbitrator's finding of fact(s), conclusions and recommendations.

   The report of the Arbitrator shall be advisory except for a grievance of any claimed violation, misinterpretation or inequitable application of the terms of this Agreement. In these grievances, the issuance of the award of the arbitrator shall be final and binding unless the Common Council determines that it might seriously and adversely affect the public. The Common Council shall notify the parties of the determination within thirty days of the issuance of the award. In the event the Common Council determines that award might seriously and adversely affect the public, the Union shall have the right to seek review of the Common Council's determination in an appropriate court.

   The Arbitrator shall send a copy of the written report to each employee involved, the Union, the head of the department involved, the Personnel Officer and the Mayor.

   In the case of advisory arbitration, the Employer may, in its discretion, adopt all or a portion of the recommendations contained therein.

   Except as otherwise provided herein, the issuance of the report of the Arbitrator shall constitute the final step in the grievance procedure in this Agreement.

4. The parties may extend the time limits by mutual written agreement.

D. PROCEDURES
1. The Personnel Officer shall be advised by all department heads of the details of all grievances that have reached the second procedural stage.

2. (a) No written grievance will be entertained as described above, and shall be deemed waived unless the written grievance was submitted to stage 1 within sixty working days after the employee knew or should have known of the act or condition giving rise to the grievance. The parties may extend the time limit by mutual written agreement.

(b) Failure at any stage by the Employer to hold a first stage meeting, a second stage hearing or to communicate its decision within the specific time limit shall permit the grievant and/or the Union to appeal the matter to the next stage within the time limits as if the decision had been communicated on the final day.

(c) The original report shall be filed in the office of the Mayor and copies thereof shall be furnished to the aggrieved employee, his/her Union representative, the department head and the Personnel Officer. All papers and documents pertaining to the grievance, including stenographic minutes, if any, shall be filed in the Office of the Mayor and shall be deemed confidential and kept separate from employee personnel files.

(d) The parties shall equally bear the costs, if any, of the arbitration.

3. Procedures Applicable to Drug Testing: In the event an employee or Union wishes to challenge the Employer's reasonable suspicion to test an employee for illegal controlled substances or alcohol, then stage one, stage two and the time limits stated above shall not apply. In their place, the following procedure shall govern:

Within ten calendar days after the test, the employee acting on his own, or the Union upon written request by the employee to the Union "by certified mail, return receipt requested," may pursue to arbitration any dispute pertaining to the Employer's reasonable suspicion under Section C of Article XII by serving written notice upon the Personnel Officer. Except for the foregoing, the other procedures of the Agreement's arbitration provisions shall apply. If the Notice of Arbitration is not given within ten calendar days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the Employer against the employee in connection with which the drug test is used, but in no event shall the employee and/or the Union be able to litigate the issue of "reasonable suspicion" in both proceedings.

ARTICLE IX - ADMINISTRATION RIGHTS

SECTION 1 - NO DISCRIMINATION

The Employer and the Union shall so administer their obligations under the Agreement in a manner that shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or marital status.
SECTION 2 - BULLETIN BOARDS

The Union shall have the right to post notices and other communications dealing with proper and legitimate Union business of a non-controversial nature on bulletin boards maintained on the premises and facilities of the Employer reserved at an accessible place in each building, for the exclusive use of the Union.

SECTION 3 - RIGHTS OF REPRESENTATION

A. Representatives of the Union shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement as long as they first make their presence known to an authorized representative of the Employer and, further, that the visit does not interfere with the performance of customary duties.

B. The Union President and/or designees (Stewards) shall have the right to assist and appear for any group or employee in the processing and adjustments of grievances and to assist in the administration rights of the agreement at a time mutually agreed to by the Employer and the Union.

C. It is recognized that while grievances may be held outside working hours, requests by the Union for grievance meetings during work hours at times that they will not unduly interfere with work operations and where the number of employees involved are limited to the aggrieved and the Union representative, shall not be unreasonably withheld.

ARTICLE X - CONFORMITY WITH LAW AND PRACTICE

SECTION 1 - NO STRIKE - NO LOCKOUT PROVISION

It is understood and agreed that the Union will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employees' Fair Employment Act, nor will the Employer cause, instigate or encourage a lockout.

SECTION 2 - SAVE HARMLESS PROVISION

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, the 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.

SECTION 3 - AMENDMENTS AND ALTERATIONS

No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the Mayor with the approval of the Common Council and where applicable the approval of the White Plains Parking Authority and the White Plains Housing Authority and a duly authorized representative of the Union with the approval of the Union.
SECTION 4 - MANDATED PROVISION OF LAW

Notice as provided by Section 204-a of the Civil Service Law as amended:

"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 BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XI - EMPLOYEE ASSISTANCE PLAN

The City shall subscribe to the Employee Assistance Plan (EAP) sponsored by the Westchester County Consortium, on behalf of all members of the bargaining unit. The annual cost of participation shall be divided equally between the City and the members of the bargaining unit whose annual salaries shall be adjusted by one-half of the per-person cost of the program, which as of the date of this Stipulation is $20 per person annually provided, however, (1) that if participation in the Westchester EAP is offered to any other bargaining unit at a lesser or without employee contribution, it shall be made available to the Union on the same contribution basis; and (2) that participation shall cease if the total cost to the parties exceeds $25 per participant per annum, unless the parties otherwise agree in writing.

A. The EAP offers people the opportunity to actively seek help for alcoholism or drug addition, marital problems, emotional, psychiatric, legal or financial difficulties. EAP is a confidential service for employees and members of their immediate family. The inclusion of the EAP in this contract reflects the support and endorsement of both the Employers and the Union.

B. Members of the bargaining unit who voluntarily and on their own initiative seek assistance through the EAP shall be afforded the opportunity to do so under the terms of this clause. Employees must utilize their own time for treatment, whether in the form of vacation time, personal leave, sick leave, or unpaid leave, subject to the conditions in this Article.

C. Subject to all other sick leave rules, procedures and practices which would apply in non-EAP situations, employees may use up to one year's accrual of sick leave allowance for the treatment, provided that the employee gives the EAP a release allowing the EAP to provide information whereby the Employer can confirm (a) that the employee is receiving or did receive medical treatment for a physical or mental disability on the days he or she wants to charge to sick leave; and (b) there is no recommended treatment option available to the employee that would enable the employee to obtain treatment during non-work hours. The Employer must also be able to verify that an employee who seeks to return from sick leave has completed the plan of treatment. It is understood that neither the employee nor the EAP is required to reveal the nature of the employee's problem or treatment.

D. Employees who wish to avail themselves of personal, vacation or unpaid leave for EAP purposes must schedule their time off with the "Department" according to normal procedures. Employees requesting unpaid leave must give the EAP a release allowing the EAP to provide information to the Employer so that it can verify with the Westchester EAP Coordinator that the employee will be enrolled in a treatment plan or facility as a condition to granting the leave. The Employer may also verify with the Westchester EAP Coordinator that an employee who has been
granted a leave for EAP purposes is participating in and/or has completed his or her treatment program as required. If an employee secures a leave for EAP purposes but fails to participate in the prescribed treatment program as required or fails to use the approved time for the program, that employee may be subject to discipline, including discharge. The Employer shall be required to grant an employee not more than a total of six weeks unpaid leave for EAP purposes, provided that the employee has first used all paid leave and vacation time available to him or her for these purposes.

**ARTICLE XII - DRUG AND ALCOHOL TESTING**

A. The purpose of this Article is to establish a written procedure for conducting tests of an employee when there is reasonable suspicion that the employee is under the influence of or using illegal controlled substances or alcohol as set forth in paragraph C below. An employee will be tested only when reasonable suspicion exists that the test would yield a positive result for the presence of illegal controlled substances or their metabolites or alcohol.

B. The use of illegal controlled substances or alcohol by an employee, regardless of the position held, adversely affects the accomplishment of the Employer's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of employees and the public and undermines the public trust, and is, therefore, prohibited. In order to identify possible illegal controlled substance usage, and to curtail the use of illegal controlled substances and alcohol, procedures to test for the use of illegal controlled substances and alcohol upon reasonable suspicion have been established in this Article.

C. Members of the bargaining unit shall be subject to testing based upon a reasonable suspicion as defined below in this paragraph. Any employee who refused to submit to testing may be subject to discipline, including discharge.

1. In determining whether to order a test in a particular case, the Employer must balance an employee's reasonable expectation of privacy from unreasonable intrusions against the Employer's interest in assuring the integrity and fitness of its employees and the safe delivery of its services.

2. The order to submit to testing must be justified by a reasonable suspicion that the employee has reported for duty under influence of illegal controlled substances or alcohol or is engaging in the possession, use, distribution or sale of illegal controlled substances either on or off duty.

3. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

4. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

5. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to slurred speech;
disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior which warrants employer inquiry because of a direct bearing of the mental faculties of the employee on the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or which is independently corroborated.

6. The Employer will not test solely on the information of anonymous sources unless the information is reliable and credible, or there is corroborative evidence to support the reliability of that information.

7. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and the Union shall be notified of the order.

D. Urinalysis shall be in accordance with the standards and procedures incorporated in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988 and the following:

1. The employee being tested shall have the right to an independent analysis from a lab of his/her choice from a list mutually agreed to by the Employer and the Union. The employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by the employee, and a specimen shall be provided to that laboratory, as well as to the laboratory designated by the Employer. Copies of all test results shall be sent to the employee member and the Employer.

2. All tests required by the Employer will be fully paid for by the Employer. The employee shall pay for any test requested by him or her.

3. The time required of the employee by the employer to take the ordered test shall be considered paid time if it extends beyond the employee's normal workday.

4. Within ten calendar days after the test, the employee acting on his own, or the Union upon written request by the employee to the Union "certified mail, return receipt requested," may pursue to arbitration any dispute pertaining to the Employer's reasonable suspicion under Section C of this Article, by serving written notice upon the Personnel Officer. Except for the foregoing, the other procedures of the Agreement's arbitration provisions shall apply. If the Notice of Arbitration is not given within ten calendar days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the Employer against the employee in connection with which the drug test is used; but in no event shall the employee and/or the Union be able to litigate the issue of "reasonable suspicion" in both proceedings.

E. In the event that test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, the employee may be subject to discipline, including discharge. However, in the first instance of a positive alcohol or drug test, any disciplinary charges related to the positive test may be suspended in the Employer's discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for the illegal controlled substances or alcohol usage in a program recommended or approved by Westchester Employee Assistance Plan (EAP) and allows the EAP to provide progress reports to the Personnel Officer. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the recommended program, he or she shall be deemed to have resigned. The employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty,
that for a period of four months following the completion of treatment, he or she shall be subject to periodic illegal controlled substances and/or alcohol testing, and that, if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during that four month period, the Employer may reinstitute the suspended charges. Upon completion of treatment, as outlined above, and the four-month period, the original disciplinary charges or penalty shall be considered resolved. The record of the charges and their resolution (the charges, the answer and the Stipulation) shall remain in the employee's file unless the parties otherwise agree.

**ARTICLE XIII - TERM OF AGREEMENT**

This Agreement shall be for a term of one year, commencing July 1, 2007 up to and including June 30, 2008.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.
WHITE PLAINS UNIT

 BY: Joseph Roche, President

 BY: Donald Partrick, Labor Relations Specialist

THE CITY OF WHITE PLAINS

 BY: Adam Bradley, Mayor

WHITE PLAINS HOUSING AUTHORITY

 BY: Lawrence Salley, Chairman

Approved As To Form

DATED: 11/10/11

CORPORATION COUNSEL
# APPENDIX “A”
# CITY OF WHITE PLAINS
## CLASSIFICATION PLAN

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Project Coordinator & Transportation Center
Design (Public Works)  12

Public Information Coordinator (Library)  10

Public Safety Aide I  7
Animal Enforcement  7
Code Enforcement  7
Dispatcher  7
Groom  7
Property Clerk  7
Traffic Enforcement  7

Purchase Clerk  5

Recreation Intern  10

Recreation Leader  4

Recreation Supervisor I  13

Recreation Supervisor II  15

Safety Coordinator  10

School Crossing Guard  Appendix "B-1"

Secretary  7

Semi-Skilled Laborer  4

Senior Account Clerk  5

Senior Accountant  14

Senior Assessment Clerk  10

Senior Automotive Stock Clerk  9

Senior Building/Housing Enforcement Officer  14

Senior Center Director  15

Senior Clerk  5

Senior Code Enforcement Officer  14

Senior Data Entry Operator/Verifier  5
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APPENDIX "B"
7/1/07 – 6/30/08
(continued)
APPENDIX "B-1"

WHITE PLAINS SCHOOL CROSSING GUARDS
HOURLY SCHEDULE

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### APPENDIX "C"

**7/1/07 - 6/30/08 SALARY SCALE FOR WHITE PLAINS HOUSING AUTHORITY**

**TITLES AND GRADES**

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4. OFFICE ASSISTANT I
5. OFFICE ASSISTANT II
6. MAINTENANCE LABORER
7. SENIOR RECREATION LEADER P/T
8. PROGRAM COORDINATOR/CASE MANAGER
9. MAINTENANCE MECHANIC
10. TENANT RELATIONS ASSISTANT
11. BOOKKEEPER HOUSING AUTHORITY
12. TENANT RELATIONS COORDINATOR
13. ACCOUNTANT
14. PROPERTY MANAGER
15. MODERNIZATION COORDINATOR
APPENDIX "C"

7/1/07 - 6/30/08 SALARY SCALE FOR WHITE PLAINS HOUSING AUTHORITY
TITLES AND GRADES

(continued)

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2 CLERK  
3 CLERK - SPANISH SPEAKING  
4 BUILDING SERVICE WORKER  
5 OFFICE ASSISTANT I  
6 OFFICE ASSISTANT II  
7 MAINTENANCE LABORER  
8 SENIOR RECREATION LEADER P/T  
9 MAINTENANCE MECHANIC  
10 BOOKKEEPER HOUSING AUTHORITY  
11 TENANT RELATIONS COORDINATOR  
12 ACCOUNTANT  
13 PROPERTY MANAGER  
14 MODERNIZATION COORDINATOR  
15 TENANT RELATIONS ASSISTANT