

Rye Brook / 456

(1)

Term - 5 years 6/1/08⁰⁷ - 5/31/12

Salary - 3.75, 3.75, 3.9, 3.9, 4.0

Health Insurance

Contribution

For the first 20 years of employment, the contribution rates shall be as follows:

6/1/08 - 1.5% of ^{base} salary

6/1/09 - 1.5% of ^{base} salary

6/1/10 - 1.5% of ^{base} salary

6/1/11 - 1.75% of ^{base} salary

Disability Retirement - If an individual is disabled as the result of an on the job injury and has to retire from employment as the result of the injury, they will be eligible to receive health insurance into retirement.

Health Club - Up to \$500 per year will be reimbursed as long as the individual participates at least 3 times per month, details to be worked out.

Salary adjustment each yr. effective 6/1/08

Effective 6/1/08 ~~at~~ ^{three four} parks employees (ferretarian attendants, all parks grounds keepers) shall receive a \$300 ~~stipend~~. This shall not apply to the parks foreman

[Signature]

Village of Rye Brook

John Pitney

Rye Brook Teenytons

Dated: August 1, 2008

EXPIRE 5/31/08 2002/005

STIPULATION OF AGREEMENT

This **STIPULATION OF AGREEMENT** made and entered into this 1st day of August, 2008, by and between the negotiating committees for Local 456, I.B.T. and the Village of Rye Brook,

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on May 31, 2007; and

WHEREAS, the parties have arrived at a tentative agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

- (1) The provisions of this Stipulation are subject to ratification by the respective parties to the contract.
- (2) The respective negotiating committees agree to recommend this Stipulation for ratification.
- (3) A copy of this original document has been furnished to representatives of Local 456, I.B.T. and the Village of Rye Brook.
- (4) All proposals not covered herein made by either party during the course of negotiations, shall be deemed dropped.
- (5) The provisions of the prior Agreement shall be carried forward except as modified below.
- (6) Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement.

Term: 5 years (6/1/07 to 5/31/12.
04-10 P-11
Salary: 3.75%, 3.75%, 3.9%, 3.9% and 4.0%.

Health Insurance Contribution:

For the first 20 years of employment, the contribution rate shall be as follows:

- 8/1/08: 1.5% of base salary
- 6/1/09: 1.5% of base salary
- 6/1/10: 1.5% of base salary
- 1/1/11: 1.75% of base salary

Disability Retirement:

If an individual is disabled as the result of an on-the-job injury or illness and has to retire from Village employment as the result of such injury or illness, the employee will be eligible to receive fully paid health insurance into retirement for the retired employee and his/her eligible dependents.

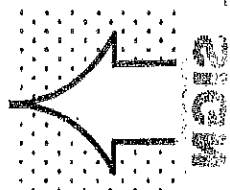
Health Club:

Up to \$500.00 per year will be reimbursed, as long as the employee participates at least three (3) times per month. Details to be worked out by the parties.

Effective 6/1/08, 6/1/09, 6/1/10 and 6/1/11, Parks employees (Recreation Attendants and Parks Groundskeepers) shall receive a \$300 salary adjustment each year. This salary adjustment shall not apply to the Parks Foreman.

FOR THE VILLAGE OF RYE BROOK

FOR THE LOCAL 456, I.B.T.



Date

Date

STIPULATION OF AGREEMENT made and entered into this 25th day of August, 2005 by and between the negotiating committees for Local 456, I.B.T. and the Village of Rye Brook.

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on May 31, 2004; and

WHEREAS, the parties have arrived at a tentative agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

(1) The provisions of this Stipulation are subject to ratification by the respective parties to the contract.

(2) The respective negotiating committees agree to recommend this Stipulation for ratification.

(3) A copy of this original document has been furnished to representatives of Local 456, I.B.T. and the Village of Rye Brook.

(4) All proposals not covered herein made by either party during the course of negotiations, shall be deemed dropped.

(5) The provisions of the prior Agreement shall be carried forward except as modified below.

(6) Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement.

(7) **Article IV – Classification Rates and Wages**

Section 1: Schedule “A” shall be amended to reflect the following:

All classifications in the Highway Department and the “Recreation Attendant/Park Foreman” shall be increased by:

Effective June 1, 2004	-	3.25%
Effective June 1, 2005	-	3.25%
Effective June 1, 2006	-	3.50%

The classifications of "Recreation Attendant" and "Park Groundskeeper" shall be increased by:

Effective June 1, 2004	-	3.25% plus \$250.00
Effective June 1, 2005	-	3.25% plus \$500.00
Effective June 1, 2006	-	3.50% plus \$500.00

(8) **Article X – Welfare**

Section 1(a).: "Effective January 1, 2006, the Village shall switch from the M.E.B.C.O. Health Insurance Plan to the New York State Employees' Health Insurance Plan as set forth in the New York State Civil Service Law. This subsection (a) shall apply to active and retired members of the bargaining unit and their eligible dependents." (Empire Plan) J.P.H. CJB

(9) **Article XII – Seniority**

Section 1: Delete from second sentence: "promotion" and insert new sentence after "seniority": "A promotion to a higher classification shall be based on fitness, ability, qualifications and seniority."

For Local 456, I.B.T.

Edward Doyle, Jr.
Edward Doyle, Jr., President

9/2/05

Date

Edward Sporechi

9/2/05

Date

Fred [Signature]

9/2/05

Date

For the Village of Rye Brook

[Signature]

9-2-05

Date

Date

STIPULATION OF AGREEMENT made and entered into this 24th day of January, 2003, by and between the negotiating committee for the Village of Rye Brook and the Teamsters Local 456.

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on May 31, 2001, and;

WHEREAS, the parties have reached a tentative agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the respective parties to the contract.
2. The respective negotiating committees agree to recommend this Stipulation for ratification.
3. A copy of this original document has been furnished to the Teamsters Shop Steward and Village Administrator.
4. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
5. For public works employees, the provisions of the prior Agreement shall be carried forward except as modified.
6. For parks employees, the provisions of the Personnel Manual of Policies and Benefits that existed on May 31, 2001 shall be carried forward except as modified herein.
7. Unless otherwise noted, all dates involving the duration of the Agreement shall conform to the duration of the negotiated Agreement.
8. The following changes shall be made to the contract that effect the employees of Rye Brook Teamsters Local 456:

- The term of the contract shall be three (3) years from 6/1/01 to 5/31/04.
- The salaries of all public works titles shall increase 3.5% on June 1, 2001; 3.5% on June 1, 2002, and 3.5% on June 1, 2003.
- Effective upon ratification by both the Village and Teamsters, D'Ottavio, DeCarlo, and Vinci shall become MEO's.
- The next two public works retirements, resignations or terminations will result in two Laborer positions.
- Effective January 1, 2004, Election Day will be eliminated as a holiday and Dr. Martin Luther King, Jr.'s Birthday will be observed as a holiday.
- Effective 6/1/03, tuition reimbursement will be added allowing a maximum of \$4,000 available for the entire Teamsters unit up to a maximum of \$1,000 per person. If less than 1/2 of the members utilizes the funds, then up to \$2,000 will be reimbursed per person.
- Effective upon ratification by both the Village and Teamsters, the following new salary schedules will be established:

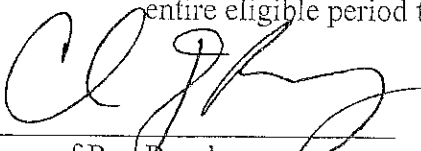
Title	Step	3.50%	3.50%
		6/1/2002	6/1/2003
Laborer/Road Maintainer	Start	\$ 33,120	\$ 34,500
	After 1 year	\$ 40,896	\$ 42,327
	After 2 yrs	\$ 44,783	\$ 46,350
	After 3 years	\$ 48,671	\$ 50,374

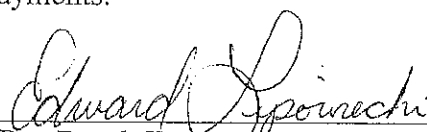
Title	Step	6/1/2001	3.50%	3.50%
			6/1/2002	6/1/2003
Park Groundskeeper/ Recreation Attendant	Start	\$31,111	\$32,200	\$33,327
	After 1 year	\$35,362	\$36,600	\$37,881
	After 2 yrs	\$37,488	\$38,800	\$40,158
	After 3 years	\$39,614	\$41,000	\$42,435

- Unless explicitly stated herein, parks personnel shall continue with their current benefits as they existed on May 31, 2001.
- Effective upon ratification, parks personnel shall work a 40 hour work schedule. Parks overtime shall follow the existing overtime procedure outlined in the February 25, 1994 memorandum from the Village Administrator, except that all overtime shall commence after 40 hours.
- Effective upon ratification, parks personnel will have the same holidays as the public works personnel.
- Effective 12/31/03, parks personnel may carry over unused personal days to be added to their sick leave balance.
- Effective 6/1/01, Frank Errigo will be recognized as a Recreation Attendant /Park Foreman and will be entitled to raises of 3.5% on June 1, 2001, 3.5% on June 1, 2002, and 3.5% on June 1, 2003.
- Effective 6/1/01, Carlos Laboy shall be placed as Parks Groundskeeper Step 2 (\$35,362), and shall advance one step on June 1 of each successive year.
- Effective 6/1/02, Keith York shall be placed at Recreation Attendant Step 3 (\$38,800) and shall advance one step on June 1 of each successive year.
- For purposes of retroactive pay for Paul Vinci covering the period as a Recreation Attendant from June 1, 2001 up until his appointment as Laborer on September 3, 2001, he will be entitled to a raise equal to 3.5%.
- Parks personnel only shall be entitled to the following sick leave incentive program:

Sick Days Taken	Bonus Hours:
0	24
1 or less	20
2 or less	16
3 or less	12
4 or less	8
Over 4	0

Payments will be made based upon the employee's hourly rate; eligible period shall be leave days taken from December 1 through November 30; payments will be made on/about December 15; employees must be on payroll entire eligible year (note: employees utilizing the max. 45 workers compensation days are considered to be on payroll). Retiring employees are eligible for full bonus (minus sick days taken) even though it may be less than a full year of service; new employees must be on payroll during entire eligible period to receive any payments.


 Village of Rye Brook
 Christopher D. Bradburn, Administrator


 Rye Brook Teamsters Local 456
 EDWARD LIPOWIECKI

 **FILE**

COLLECTIVE BARGAINING AGREEMENT

between

VILLAGE OF RYE BROOK

and

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

June 1, 2001 to May 31, 2004

pg 13 - Welfare Fund for H/Ws only

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AGREEMENT effective on the 1st day of June, 2001 by and between the VILLAGE OF RYE BROOK, a municipal corporation of the State of New York (hereinafter referred to as the "VILLAGE" or "EMPLOYER") with offices at 938 King Street, Rye Brook, New York 10573, and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union") with offices at 160 South Central Avenue, Elmsford, New York 10523.

ARTICLE I
UNIT

This Agreement shall apply to all blue collar employees employed by the Highway Department and the Parks Department (hereinafter "employees") of the Village of Rye Brook.

ARTICLE II
RECOGNITION

Section 1: The Union having heretofore presented appropriate evidence that it represents the majority of the employees in said Highway Department and Parks Department is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Village in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the collective bargaining agreement herewith executed.

Section 2: The Village agrees that, upon presentation of dues deduction authorization cards, signed by the individual employees to which the Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts designated by the Union as membership dues and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

Section 3: The Village agrees that for employees to which this Agreement is applicable who are not members of the Union, it will make monthly deductions from the wages of such employees in the

amount equivalent to the dues levied by the Union and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

Section 4: The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. The officers and agents of the Union shall have the right of visitation upon the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

Section 5: Employees who are designated or selected as Shop Stewards shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances, for the administration of this Agreement and for the negotiation of successor agreements.

ARTICLE III RECIPROCAL RIGHTS

Section 1: The Union recognizes the right of the Employer to manage, but not in conflict with the terms and conditions of this contract, and the Employer recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The Employer shall so administer its responsibilities as to be impartial and fair to all employees and shall not discriminate by reason of nationality, creed, gender, sexual preference or race.

ARTICLE IV CLASSIFICATION RATES AND WAGES

Section 1: The wages to be paid for each classification within said Highway Department and the Parks Department of the Village for the fiscal years 2001-02, 2002-03 and 2003-04 shall be indicated on Schedule "A" annexed hereto.

Section 2: The Village will pay on a bi-weekly basis.

ARTICLE V
WORK DAY AND WORK WEEK

Section 1: The employee work day shall consist of eight (8) hours and the work week shall consist of five (5) consecutive days; Monday to Friday.

Section 2: All employees shall be entitled to an unpaid lunch period of one-half (1/2) hour. The employees shall also be entitled to a paid coffee break of fifteen (15) minutes in the morning and a paid coffee break of fifteen (15) minutes in the afternoon.

ARTICLE VI
PREMIUM TIME

Section 1: Time and one-half the regular rate shall be paid to employees:

- A. After eight (8) hours per day;
- B. After forty (40) hours per week;
- C. Before starting time;
- D. On Saturday worked as such;
- E. On the sixth (6th) day of a work week.

Section 2: Double time the regular rate shall be paid to employees of the Highway Department in the following instances. These double time rates shall apply to Parks Department employees only when called in to work on an overtime basis by the Highway Department for leaf season, winter season or other emergency reasons:

- A. For work on a holiday including the holiday pay;
- B. For work on Sunday;
- C. For work on the seventh (7th) day of a work week.

Section 3: Employees assigned to work in a higher rated classification shall be paid at the higher rate for the day. Employees assigned to a lower rated classification shall receive their regular rate for such day.

Section 4: Employees of the Highway Department called to work on a non-scheduled work day shall receive not less than four (4) hours pay, and if the employee works for more than four (4) hours, he/she shall be paid for not less than eight (8) hours pay.

Section 5: Overtime shall be offered to qualified employees on a seniority basis in the Department where the overtime is available.

ARTICLE VII HOLIDAYS

Section 1: The following shall be paid holidays for all employees:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day- (effective 1/1/04)	
Lincoln's Birthday	Election Day (deleted effective 1/1/04)
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

^{C.F.S.}
^{R.P.H.} Section 2: In weeks in which any of the holidays specified shall occur, the regular work week shall consist of thirty ^{plus (30)} ~~(30)~~ hours in four (4) days of equal length plus pay for the holiday.

Section 3: Holidays falling on Saturday shall be paid for in the work week in which such holiday occurs. Holidays falling on a Sunday shall be celebrated on the Monday.

Section 4: If an employee is called to work on the day after Thanksgiving for an emergency, he/she shall be paid at the rate of time and one-half (1-1/2) his/her regular rate of pay.

ARTICLE VIII VACATIONS

Section 1: The employees of the Highway Department shall receive the following vacations:

After 1 year of employment	-	3 weeks vacation
After 7 years of employment	-	4 weeks vacation
After 12 years of employment	-	5 weeks vacation
After 20 years of employment	-	6 weeks vacation

Section 2: Full-time employees of the Parks Department shall be allowed, with the approval of the department head as to scheduling, a vacation with pay for such time as provided herein. Such vacations shall be earned based upon years of service. For new Parks Department employees, vacation time shall be accrued at the rate of .8 days per month. All such Parks Department employees with six (6) months of completed service will be credited with one (1) week of vacation time; all such Parks Department employees with one (1) to five (5) years of completed service shall be credited with two (2) weeks of vacation time; all such Parks Department employees with six (6) to twelve (12) years of completed service shall be credited with three (3) weeks of vacation time; and all such Parks Department employees with thirteen (13) or more years of completed service shall be credited with four (4) weeks of vacation time.

As a general rule, vacation must be taken during the year in which it is accrued. In exceptional cases, any Parks Department employee may, on the recommendation of the department head and with approval of the Village Administrator, carry over his/her unused vacation time from one year to the next so that all or any part of the vacation allowed for two (2) years may be taken during the second calendar year provided that the interests of the Village are not adversely affected thereby. In no event may vacation be carried over for more than one year. Vacation schedules and actual vacation time taken shall be reported to the Village Treasurer on a monthly basis by the department head. Unused vacation accrued in the year of termination and/or carried over pursuant to this paragraph shall be paid at termination.

A Parks Department employee who has at least four (4) weeks of accumulated vacation may request up to two (2) weeks' vacation pay in lieu of taking the vacation days. Any such request must be made in writing to the Village Administrator.

Section 3: The present practice concerning the scheduling of vacation in the Highway Department during the period of April 1 through November 1 shall continue. For the period of November 1 through April 1 the employees shall be allowed to take vacation unless such leave interferes needlessly

with the operation of the department.

Section 4: Unused vacations due employees (Highway & Parks) shall be payable in cash upon resignation, retirement or death.

ARTICLE IX
PAID LEAVE

Section 1: Sick Leave

Employees of the Highway Department with six (6) continuous months of service shall be granted fifteen (15) working days of sick leave each calendar year with pay on account of personal sickness or physical disability. Unused leave shall accumulate from year to year up to a total of one hundred seventy (170) days. Additional sick leave pay to those employees who have exhausted their sick leave will be granted at the discretion of the Administrator, who shall not unreasonably withhold said additional sick leave pay.

Section 2: Parks Department employees shall be entitled to the following sick incentive program:

<u>Sick Days Taken</u>	<u>Bonus Hours Paid</u>
0	24
1 or less	20
2 or less	16
3 or less	12
4 or less	8
Over 4	0

Payments will be made based upon the employee's hourly rate; eligible period shall be sick leave days taken from December 1 through November 30; payments will be made on/or about December 15; employees must be on payroll entire eligible year (note: employees utilizing the maximum 45 Workers' Compensation days are considered to be on payroll). Retiring employees are eligible for full bonus (minus sick days taken) even though it may be less than a full year of service; new employees must be on payroll

during entire eligible period to receive any payments.

Section 3: In addition to the benefit set forth in Section 2 of this Article, employees of the Parks Department shall be entitled to the sick leave and extended sick leave benefits as set forth in Sections 9, 10 and 11 of this Article.

Section 4: Sick leave for illness in the family may be utilized by employees of the Highway Department from their accumulated sick leave up to six (6) days per year.

Section 5: Unused sick leave shall be payable in cash upon resignation, retirement or death of an employee of the Highway Department. Highway Department employees shall attempt to notify the Village of their intent to retire in the fiscal year prior to their proposed retirement date. The accumulated sick leave payment shall be made by the Village to the employee on his/her retirement date.

Section 6: All employees upon retirement may elect to utilize up to one hundred sixty-five (165) days of accumulated sick leave pursuant to Section 41-j of the N.Y.S.E.R.S. Employees of the Highway Department shall be paid in cash for the balance of sick leave remaining after deducting sick leave utilized for Section 41-j of the N.Y.S.E.R.S.

Section 7: Sick leave is for purposes of illness or injury and absences necessarily caused thereby and is not to be abused.

Section 8: Workers' Compensation Leave

Highway Department employees who suffer an injury or illness as a result of their duties for the Village shall continue to receive their full wages and benefits from the Village for a period of six (6) months when the individual is not capable of reporting for work.

a. The Village shall be entitled to receive any award for wages made by the Workers' Compensation Board for this period of time.

b. It is understood that in the event that the Workers' Compensation Board determines that a

compensable injury has not occurred, any time paid to the individual will be deducted from the individual's unused sick leave and/or vacation time. If the employee does not have a sufficient number of unused sick and/or vacation days to offset the pay received from the Village, he/she shall reimburse the Village for the difference. It is agreed that the Village shall deduct up to \$100.00 per week from an employee's paycheck for this purpose.

c. Parks Department employees who suffer an injury or illness as a result of their duties for the Village shall continue to receive their full wages and benefits from the Village for a period of forty-five (45) days per injury.

Section 9: Disability Leave - Parks Department

An employee of the Parks Department upon filing appropriate medical evidence that the employee or the employee's spouse is medically disabled, will be permitted to use any annual sick leave for the period of the disability. In addition to the preceding leaves with pay, an employee may be granted, upon request to the Village, a leave of absence without pay for a maximum period of forty-five (45) days per injury. An employee on unpaid medical leave is required to give advance notice of his or her plans to return to work.

Section 10: Sick Leave - Parks Department

An annual sick leave of fifteen (15) days will be permitted in any calendar year. Sick leave is defined as absence from employment because of illness, injury or quarantine resulting from exposure to contagious disease. Sick leave will be allowed only for such purposes as stated above. The Administrator or Department Head may require substantiation of sick leave as may be deemed necessary, or after ten (10) days of absence in one calendar year. An employee who is out sick for more than three (3) consecutive days is required to submit a doctor's note upon return to work. Sick days taken shall be reported to the Treasurer by the Department Head on a monthly basis. In the event an employee does not use his/her

annual sick leave of fifteen (15) days, he/she will be permitted to accumulate his/her unused sick leave for purposes of applying such days toward the retirement benefit granted in 41(j) of the Social Security and Retirement Law.

Sick leave shall be credited to all employees at a rate of 1.25 days per month of employment. As of January 1st of each year, an employee shall be credited with fifteen (15) days of sick leave. In no event shall any payment be made in lieu of accumulated sick leave.

Section 11: Extended Sick Leave - Parks Department

Extended sick leave for a long-term illness or injury shall be granted in the following manner:

- a. Once all existing sick leave has been exhausted, the employee may convert any other accumulated time (e.g. unused vacation days from the current and prior year and unused personal days from the current year) to sick leave.
- b. Once the time accumulation mentioned in 1 above is exhausted, the employee shall be granted an additional week at half pay for every year of service to the Village.
- c. Once the above has been exhausted, other employees may donate sick leave to a co-worker on a voluntary basis.

Section 12: Personal Leave

Five (5) days leave per year for personal needs shall be granted to employees upon reasonable advance notice except where an emergency makes such advance notice difficult. Additional personal leave days may be granted to employees at the discretion of the Village Administrator, such discretion will be reasonably exercised. Unused personal leave shall be credited at the end of each calendar year to unused sick leave accumulation.

Section 13: Bereavement Leave

- a. The Village shall grant Highway Department employees three (3) days off with pay for

bereavement leave for the three (3) working days falling immediately after the death of a member of the immediate family, including father-in-law and mother-in-law. More than three (3) days leave may be granted at the discretion of the Mayor.

b. The Village shall grant Parks Department employees three (3) days off with pay in the event of the death of the employee's spouse, child, parent, grandparent, sister, brother, parent-in-law, sister-in-law or brother-in-law.

ARTICLE X
WELFARE

Section 1: Highway Department

The Employer will pay all costs of the present hospital and disability benefits for Highway Department employees and their eligible dependents, including retirees and including major medical. The present practice in respect to the coverage of retired Highway Department employees shall be continued. This practice includes provision, without cost to the retiree, of family insurance coverage under said plans. Upon the death of the retiree, his/her spouse and dependents shall be entitled to continue their participation in said plans without cost.

Section 2: Parks Department

a. Full time employees of the Parks Department hired prior to February 1, 1991 shall be entitled to fully paid benefits for health insurance on the employee and his/her eligible dependents.

b. Full time employees of the Parks Department hired on or after February 1, 1991 shall, by payroll deduction, make a bi-weekly contribution based on the annual cost of medical benefits provided by the Village for their first four (4) years of employment with the Village. Upon completion of four (4) years of employment, the Village shall pay the full cost of medical benefits for the employee and his/her eligible dependents. The rate of contribution of the employee shall be:

Coverage

Employee Contribution

Individual	10 % of annual cost
Individual and eligible dependents	25% of annual cost

Upon the retirement of the employee or termination of the employee after ten (10) years of service with the Village, the Village shall pay the health insurance on the employee and his/her eligible dependents. In the event of the death of the employee or retiree, said medical benefits shall be provided to his/her eligible dependents.

Section 3: Medical Benefits Buyout

Full time employees of the Parks Department may opt out of the Village's health insurance program in whole or in part for periods of a full year by completing the appropriate form furnished by the Village. In order to be eligible for this option, the employee must certify that he/she has health insurance through a source other than the Village.

A Parks Department employee opting out of the Village's program for family coverage or individual coverage will receive a cash payment in the amount of \$2,000.00 for family or \$900.00 for individual. The payment will be subject to all usual payroll deductions and will be made in two equal installments, in June and in January (provided that the employee remains uncovered by the Village for twelve consecutive months).

Parks Department employees electing to decline health insurance coverage must do so by filing their forms no later than November 30 in any year, with the provisions of this plan taking effect on January 1st. Once a waiver form has been filed with the Village, the waiver shall continue to be in effect from year to year unless the employee elects to re-enroll.

Once a Parks Department employee waives coverage for a given year, he/she may not reinstatement coverage for that year except for a change in family status consistent with the rules of the Village's policies and applicable law and regulations. A change in family status may include death or divorce of a spouse, or

termination of employment of a spouse whose employer had provided the alternate insurance. It does not include the voluntary declination of insurance offered by the spouse's employer, change in the cost of coverage offered by the alternate source, or the onset of a medical condition during the time the employee has waived coverage by the Village.

Section 4: Vision Care - for Parks Department employees shall be provided by the Village.

The level of benefits is as follows:

<u>Optometry Vision Care</u>	<u>Allowances Per Employee Per Fiscal Year</u>
Vision and Health Eye Exam	\$ 75.00
Frames and Lenses	\$150.00

Section 5: The Employer will fully pay the costs of the present dental plan for all members of the bargaining unit and their eligible dependents, i.e., Etna Dental Insurance Plan, providing for annual maximum benefits of Two Thousand (\$2,000.00) Dollars per year.

a. The Village may change the Etna Dental Insurance Plan provided the new plan benefits are equal to or better than the current plan.

Section 6: The Village will continue to provide a Fifteen Thousand (\$15,000.00) Dollar life insurance policy for its employees in the Highway Department.

Section 7: The Village shall provide the employees of the Highway Department upon retirement, with life insurance policy with a face value of Five Thousand (\$5,000.00) Dollars. All costs of this plan shall be paid for by the Village.

Section 8: The Village of Rye Brook has established a Group Life Insurance Plan to provide \$40,000 policy for every active full-time employee of the Parks Department. The Village of Rye Brook will pay a deceased active employee of the Parks Department current salary due at time of death, together with the life insurance benefits to the dependent heir or heirs.

Section 9: Effective June 1, 1997, the Village shall pay the sum of Two Hundred Seventy-Five (\$275.00) Dollars per employee in the Highway Department per year, to the Local 456 Municipal Employees Welfare Fund to be used for the securing of benefits for the members of this bargaining unit employed in the Highway Department.

ARTICLE XI
UNIFORMS

Section 1: Uniforms and work clothes will be supplied and maintained by the Village in departments where required to be worn by the Village.

Section 2: Employees shall be entitled to an annual work shoe/boot allowance of One Hundred (\$100.00) Dollars.

ARTICLE XII
SENIORITY

Section 1: Highway Department employees' seniority is to commence from the date of his/her first hiring by the Employer. Promotion, demotion, lay-off and transfer shall be governed by seniority. The Village will give preference to present employees, who are qualified, before outside help is hired.

ARTICLE XIII
NO STRIKE - NO LOCKOUT PROVISIONS

Section 1: 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 engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XIV
PENSIONS

Section 1: The Village shall pay the full cost of the Career Option Plan with benefits computed retroactive to 1938.

Section 2: The Village agrees to provide employees with retirement benefits pursuant to

Section 75-g of the Retirement and Social Security Law (i.e., retirement at half pay (1/2) at the age of 5: and upon twenty-five (25) years of employment).

Section 3: The Village agrees to provide employees with all additional retirement benefit pursuant to Section 75-i of the Retirement and Social Security Law.

Section 4: Employees may elect to utilize accumulated sick leave on retirement pursuant to Section 41-j of the N.Y. State Employees' Retirement System.

Section 5: Employees who joined the New York State Employee's Retirement System after July 1, 1976 shall make contribution and be subject to mandates pursuant to the New York State Retirement and Social Security Law, as may be amended by statute.

ARTICLE XV
SAFETY CLAUSE

Section 1: The Village will maintain facilities and equipment in a safe condition.

ARTICLE XVI
MECHANIC'S TOOLS

Section 1: The Village shall provide any specialty tools and/or equipment required to repair Village vehicles and equipment. Said tools and equipment are Village property.

Section 2: The Village shall pay the cost of replacement or repair of tools and/or equipment owned by the employee which are damaged or destroyed in the course of employment. The Village liability under this Section 2 shall be limited to a maximum of Two Hundred (\$200.00) Dollars per employee per fiscal year and such tools shall remain the property of the employee.

ARTICLE XVII
PROFESSIONAL DEVELOPMENT

Section 1: Effective June 1, 2003, employees shall be entitled to tuition reimbursement.

Section 2: The maximum expenditure to the Village under this Article shall be Four Thousand (\$4,000.00) Dollars per fiscal year with a maximum to any employee of One Thousand (\$1,000.00) Dollars

in a fiscal year, except if less than one-half (1/2) of the employees utilize this benefit in the fiscal year, the maximum reimbursement shall be Two Thousand (\$2,000.00) Dollars per employee.

Section 3: This Article shall apply to all employees who apply to attend an accredited college or university, or courses or seminars which relate to the Public Works, Parks Department, or the management thereof. All such courses and/or seminars must be preapproved by the Village Administrator. Where practicable, the Village Administrator will act, in writing, on any request within ten (10) business days.

ARTICLE XVIII GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any dispute which may arise concerning the terms of this agreement shall be subject to this grievance procedure and processed as follows:

a. A grievance of an employee or employees shall be presented orally by his/her or their Steward to a designated supervisory person within thirty (30) days from the occurrence giving rise to the grievance or of actual or constructive notice thereof.

b. If the grievance is not settled within five (5) working days, it shall be presented in writing to the Village Administrator.

c. In the event that any grievance presented to the Village Administrator is not settled within ten (10) working days, then the employer or the representative of the Union, not later than sixty (60) days after presentation under "b" shall have the right to submit the issue to arbitration by an arbitrator to be mutually agreed upon. If the parties are unable to agree on an impartial arbitrator within ten (10) days, the American Arbitration Association shall designate an arbitrator in accordance with its rules.

d. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.

e. The Village and the Union shall bear equally the arbitrator's fees and expenses, if any.

ARTICLE XIX
PARKS EMPLOYEES

Section 1: Pursuant to the stipulation of the parties in negotiations for this collective bargaining agreement the following terms and conditions of employment as set forth in the Village's Personnel Manual of Policies and Benefits in effect on May 31, 2001, as amended herein, shall be applicable to bargaining unit employees of the Parks Department. Terms and conditions of employment shall be as defined in this Agreement and as applicable to employees of the parks Departments, unless specifically excluded:

- Equal Employment Opportunity Policy
- Ethics
- Confidentiality
- Sexual Harassment Policy
- Anti-Harassment Policy
- No Smoking Policy
- Drug and Alcohol Policy
- Employee Relations
- Rules and Discipline
- Public Relations
- Attendance and Punctuality
- Evaluation Process
- Immigration Laws
- Family and Medical Leave Act of 1993
- Employee Assistance Program
- Deferred Compensation
- U.S. Savings Bonds

Attached to and deemed as included in this Agreement for clarification of the above, is a copy of the Village of Rye Brook Personnel Manual of Policies & Benefits in effect on May 31, 2001.

ARTICLE XX
LEGISLATIVE APPROVAL

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

ARTICLE XXI
TERM

Section 1: This contract shall be for a period of three (3) years beginning June 1, 2001 and ending May 31, 2004.

LOCAL 456, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

By: _____ Date: _____
Edward Doyle, Jr., President

By: _____ Date: _____
Ed Lipowiecki, Shop Steward

By: _____ Date: _____
Paul Vinci, Assistant Shop Steward

VILLAGE OF RYE BROOK

By: Lawrence A. Rand Date: May 27, 2015
Lawrence A. Rand, Mayor

By: Ch. J. Bradbury Date: 05-26-05
Christopher Bradbury, Village Administrator

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
Mechanic	\$56,130.	\$58,095.	\$60,128.
Assistant Mechanic	\$53,358.	\$55,226.	\$57,159.
Heavy Motor Equipment Operator	\$54,050.	\$55,942.	\$57,899.
Motor Equipment Operator	\$53,358.	\$55,226.	\$57,159.
Tree Climber	\$53,129.	\$54,988.	\$56,913.
Road Maintainer (Hired Prior-1/24/03)	\$52,668.	\$54,511.	\$56,419.
Laborer (hired prior - 1/24/03)	(A) \$52,668.	\$54,511.	\$56,419.

(A) Vinci, P: Annual salary \$45,594. to calculate retroactive pay from 6/1/01 to 9/3/01.

<u>Hired after 1/24/03</u>	<u>1/24/03</u>	<u>6/1/03</u>	
Laborer and Road Maintainer	Start -	\$33,120.	\$34,500.
	After 1 yr.	\$40,896.	\$42,327.
	After 2 yrs.	\$44,783.	\$46,350.
	After 3 yrs.	\$48,671.	\$50,374.

	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
Recreation Attendant/Park Foreman	(1) \$57,263.	(1) \$59,268.	(1) \$66,342.

	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>	
Recreation Attendant and Parks Groundskeeper	Start -	\$31,111.	\$32,200.	\$33,327.
	After 1 yr. (2)	\$35,362.	\$36,600.	\$37,881.
	After 2 yrs.	\$37,488. (2)(3)	\$38,800.	\$40,158.
	After 3 yrs.	\$39,614.	\$41,000. (2)(3)	\$42,435.

- (1) Errigo, F. Salary increases are due on 6/1 of each year.
- (2) Laboy, C.
- (3) York, K.

NOTE: For purposes of placement in wage scale, salary increases for incumbents Laboy and York are effective on 6/1 of each year as indicated above.