

Memorandum of Agreement

TENTATIVE AGREEMENT

CSEA, Local 1000 AFSCME, AFL-CIO, City of Mount Vernon Unit #9166, Westchester County
Local 860; and the
City of Mount Vernon

WHEREAS, the CSEA, Local 1000 AFSCME, AFL-CIO, City of Mount Vernon Unit #9166, Westchester County Local 860 ("Union"); and the City of Mount Vernon ("Employer", having engaged in good faith collective bargaining regarding a successor Collective Bargaining Agreement (CBA) to the CBA expiring December 31, 2023; and

WHEREAS, the Union and Employer having reached Tentative Agreement this date, April 7, 2026, subject to required internal approval processes by both parties, upon terms for a successor CBA for the period from January 1, 2024 through December 31, 2027; and

WHEREAS, the Union and Employer seek to memorialize the tentatively agreed upon terms as set forth below, subject to various internal final approval processes; and

WHEREAS, any final agreement is subject to ratification by both parties, and both parties reserve the right to request edits and changes to this "Tentative Agreement" as may be necessary to reflect the agreed upon terms; and

Now, be it resolved that the parties have tentatively agreed to the following additions, changes and amendments to the CBA, same to be incorporated into a successor Collective Bargaining Agreement upon final approval and ratification by both Parties:

ARTICLE 2 (F) Modify as follows:

DUES, AGENCY SHOP, AND OTHER DEDUCTIONS

~~F. — Agency Shop. All employees included in the bargaining unit, who are not members of the Union, shall be required to pay to the Union an Agency Shop Fee, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member of the Union. The employer will make deductions from the wages of said employees and transmit them in the same manner as specified in Section B above, as an Agency Shop Fee deduction.~~

ARTICLE 3 – (Section 1 C 2; Section 5, Section 9 G Modify as follows:

VACATIONS, SICK LEAVE, LEAVE OF ABSENCE

C. 2. ~~Emergency Service Dispatchers~~ **Communications Specialist** who work a schedule assigned by the Police Commissioner or his/her designee, ~~or Fire Commissioner or his/her designee,~~ receiving a fixed annual salary and whose normal workweek includes:

Section 5. Scheduling of ~~Emergency Service Dispatcher~~ Communications Specialist Vacations:

Sections 3 and 4 of this Article shall not apply to ~~Emergency Service Dispatchers~~ **Communication Specialist**. Vacations for such employees shall be scheduled in accordance with Police or Fire Department policy (whichever he/she is assigned). Vacation shall be chosen on the basis of seniority in the Police Department within the group consisting of ~~Emergency Service Dispatchers~~ **Communication Specialist**; or, in the Fire Department, within the group consisting of Dispatcher Lineman and Emergency Service Dispatchers.

Section 9. G. Full-time members of the unit who have worked an entire calendar year shall be eligible for cash payments based on utilization of sick leave according to the following:

0 days used - \$500.00 ~~\$650.00~~

1 day used - \$400.00 ~~\$500~~

2 days used - \$300.00 ~~\$400~~

3 days used - \$200.00 ~~\$300~~

Employees scheduled to work less than full-time, i.e. 40 hours or 35 hours per week as applicable but more than 25 hours per week, shall receive a pro-rated amount.

School Crossing Guards who have worked an entire calendar year shall be eligible for cash payment based upon utilization of sick leave according to the following:

0 days used - \$150.00 ~~\$200.00~~

1 day used - \$120.00 ~~\$140.00~~

2 days used - \$90.00

3 days used - \$60.00

Section 12. Sick Leave Absences:

A. An employee, other than an ~~Emergency Service Dispatcher~~ **Communications Specialist**, who fails to report for duty due to personal illness or injury may be required to submit a written report from his/her physician, which shall include a statement of the nature of the illness and a statement as to whether or not the employee was sufficiently ill to justify absence. Such written report shall not be unreasonably requested.

In the event of failure to submit proof of illness within 48 hours of the request of the department head, such absences shall be considered as unauthorized leave and the employee shall not be paid for such absence and such absence shall not be charged against accumulated sick leave credits.

B. Sick leave for ~~Emergency Service Dispatchers~~ **Communication Specialist** shall be governed by the regulations of the Police or Fire Department (whichever the employee assigned).

Section 21. Maternity Leave:

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 annual leave, personal leave, and sick leave for the period of her disability. Should the employee elect to use annual, personal, and sick leave for the period of disability, any disability payments **that are the result of a City paid / provided disability policy (if any)** received by the employee for the period of time during which she is receiving annual, personal, and sick leave shall be paid over to the City. **If disability payments are the result of a policy paid for by the employee, then the City shall not be entitled to any payments or offset.**

Upon her request to the City, the employee may be granted a maternity leave of absence, without pay, for a maximum period of six (6) months. Such leave may be extended upon recommendation of the department head, up to a maximum of one (1) year. Said leave of absence, without pay, shall be in addition to the above leave with pay benefits.

Section 28. Holidays:

B. ~~Emergency Service Dispatchers~~ **Communication Specialist** shall be paid in cash for twelve (12) paid holidays, whether worked or not. This payment shall be in lieu of time off for the holidays provided in the contract. Six (6) holidays shall be paid in the first pay period in July, and six (6) holidays shall be paid in the first pay period of December. Holiday pay shall be made in separate checks. Compensation for each of said holidays shall be made at the rate of one-tenth (1/10th) of the biweekly salary of the employee. In order to be entitled to such paid holidays, the employee shall have held the position during the entire preceding six (6) month period and shall be so employed at the end thereof.

C. School Crossing Guards shall be paid for Thanksgiving Day as a holiday, based upon the number of hours he/she is normally assigned to work each day.

ARTICLE 7 Section E – Modify as follows:

WORKWEEK, WORKDAY, OVERTIME:

E. Subsections A, B, and C shall not apply to ~~Emergency Service Dispatchers~~ **Communication Specialist**. The normal work schedule for Emergency Service Dispatchers shall be as assigned by the Commissioner of the Police or **Fire Department**, or his/her designee, **(whichever Department the employee is assigned)**. Emergency Service Dispatchers shall be compensated at the rate of time and one-half (1-1/2) for time the employee is assigned to work by the Supervisor prior to or following his/her normal work hours. Said overtime shall be paid in cash at the rate of one and one-half (1-1/2) the employee's normal hourly rate.

Overtime shall be paid when an ~~Emergency Service Dispatcher~~ **Communication Specialist** has accumulated one (1) hour or more of overtime, or fifteen (15) days following the close of the fiscal year for those who have accumulated less than one (1) hour in the prior fiscal year, whichever occurs first. Overtime involving less than one (1) hour in an entire year shall not be compensated for in any manner.

ARTICLE 9 Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 9
– Modify as follows:

WAGES AND SALARY SCHEDULE

Union Proposal

Section 1:

- A. Effective January 1, ~~2020~~ **2024**, each step of the salary schedule in effect shall reflect a ~~one and one half percent (1.5%)~~ increase and any employee due an increment shall advance accordingly.
- B. Effective January 1, ~~2021~~ **2025**, each step of the salary schedule in effect shall reflect a ~~one and one half percent (1.5%)~~ increase and any employee due an increment shall advance accordingly.
- C. Effective January 1, ~~2022~~ **2026**, each step of the salary schedule in effect shall reflect a ~~two percent (2.0%)~~ increase, and any employee due an increment shall advance accordingly.
- D. Effective January 1, ~~2023~~ **2027**, each step of the salary schedule in effect shall reflect a ~~three percent (3.0%)~~ increase, and any employee due an increment shall advance accordingly.

Section 2 – School Crossing Guards+

- A. Effective January 1, ~~2020~~ **2024**, each step of the salary schedule in effect shall reflect a ~~one and one half percent (1.5%)~~ increase and any employee due an increment shall advance accordingly.
- B. Effective January 1, ~~2021~~ **2025**, each step of the salary schedule in effect shall reflect a ~~one and one half percent (1.5%)~~ increase and any employee due an increment shall advance accordingly.
- C. Effective January 1, ~~2022~~ **2026**, each step of the salary schedule in effect shall reflect a ~~two percent (2.0%)~~ increase, and any employee due an increment shall advance accordingly.
- D. Effective January 1, ~~2023~~ **2027**, each step of the salary schedule in effect shall reflect a ~~three percent (3.0%)~~ increase, and any employee due an increment shall advance accordingly.

Section 4 – Clothing Allowance:

- A. An annual clothing allowance of ~~\$750.00~~ **\$850.00** shall be paid to employees in the following titles:

Animal Warden
Assistant Animal Warden
Fire Mechanic
Garage Superintendent
Ordinance Officer
Parking Enforcement Officers
Parks Supervisor

Public Works Supervisor
Assistant Public Works Supervisor
Sanitation Foreman
~~Time Keeper~~
Code Enforcer

ARTICLE 21 – Modify as follows:

DURATION

This Agreement shall be in effect for a term of four (4) years, commencing January 1, 2018 **2024**, and terminating on December 31, ~~2023~~ **2027**.

CSEA, LOCAL 1000 AFSCME, AFL-CIO,
City of Mount Vernon Unit #9166
Westchester County Local 860

City of Mount Vernon

By: Kimberly Morales
Dated April 8, 2026

By: _____
Dated: April ____, 2026