# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS, LOCAL 445

AND

WESTCHESTER LOCAL 860, CSEA

OCTOBER 1, 2025 – SEPTEMBER 30, 2027

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TEAMSTERS LOCAL 445
15 STONE CASTLE ROAD
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**NOTICE TO MEMBERS**

**UPON TERMINATION OF EMPLOYMENT FOR ANY REASON, PLEASE CALL THE UNION OFFICE IMMEDIATELY TO RECEIVE A WITHDRAWAL CARD THE COST OF A WITHDRAWAL CARD IS $0.50.**

**MEMBERS ARE RESPONSIBLE FOR NOTIFYING THE UNION AND THE FUND OFFICE IMMEDIATELY OF ANY CHANGE OF ADDRESS.**

**PAYMENT OF DUES IS THE MEMBER'S RESPONSIBILITY, TO BE SUBMITTED TO THE UNION OFFICE WHEN OUT FOR ANY EXTENDED ILLNESS, LEAVE OF ABSENCE, DISABILITY OR COMPENSATION, FOR WHICH SAME HAS NOT BEEN DEDUCTED BY THE EMPLOYER.**

**THIS WILL KEEP YOU IN GOOD STANDING WITH THE UNION.**

THIS AGREEMENT made this day between TEAMSTERS, LOCAL 445, hereinafter referred to as the "UNION", and WESTCHESTER LOCAL 860, CSEA, herein referred to as the "EMPLOYER".

WITNESSETH:

Whereas, it is the desire of the parties to this agreement to establish, promote and foster a relationship that will be enduring and of mutual advantage to both the Union and the Employer.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I – RECOGNITION**

This agreement shall cover all clerical and office employees, employed in the office of the Employer, located at 595 West Hartsdale Avenue, White Plains, New York, 10607. Any person regularly scheduled to work less than 16 hours per week shall not be covered under the Collective Bargaining Agreement.

**ARTICLE II – UNION SECURITY**

(A) Throughout the term of this agreement, all present employees covered by the terms of this agreement who are members of the Union on the effective date or on the date of execution of this agreement, whichever is the later, shall remain members of the Union as a condition of employment and all employees covered by the terms of this agreement who are not members of the Union shall be required, as a condition of employment, to become members of the Union on or after thirty (30) days following the beginning of employment, the effective date of this agreement, or the date of execution, whichever is the later.

(B) Whenever additional employees are required, the Employer shall immediately notify the Union of such need and said notice shall be given at least forty-eight (48) hours before the Employer interviews any applicants, except: (1) in the event that the Union upon request of the Employer is able to send applicants for interview sooner, in which case the Employer is free to interview both Union and non-Union applicants and except: (2) in an emergency, in which case the Union will cooperate in all reasonable respects to assist the Employer in maintaining normal operations. Without discrimination as to any applicant by reason of membership or non-membership in the Union, or in any other respect, the Employer shall permit all applicants furnished by the Union to submit their qualifications for the available positions and subject to the foregoing, the Employer shall after forty-eight (48) hours have the right in his absolute discretion to hire or reject any applicant without recourse.

(C) A new employee shall for a period of six (6) months be on a trial basis subject to
(D) dismissal in the sole judgment of the Employer at any time within six (6) months without recourse. The Manager or person in charge shall immediately notify the Shop Steward or the Union, in the event there is no Shop Steward, of the employment of any employee who under this agreement is required to be a member of the Union. Within seven (7) days after receipt of written notice from

a properly authorized official of the Union that any employee who has been employed for more than thirty (30) days has failed to tender the periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership, the Employer agrees to discharge such employee.

## ARTICLE III – DISCHARGE FOR JUST CAUSE

The Employer may discharge or dismiss any employee for good cause, which may include incompetence in the fair and reasonable judgment of the Employer, upon one (1) weeks' notice or one (1) week's pay in lieu of notice. The Employer shall have the right of summary dismissal or discharge without notice or pay in lieu of notice upon any one of the following grounds:

(A) Dishonesty;
(B) Insubordination;
(C) Falsification of records or reports;
(D) Unauthorized destruction of records or reports;
(E) Improper conduct towards other employees;
(F) Use of liquor or drugs or being under the influence of liquor or drugs in Local 860's office;
(G) Unauthorized dissemination of Local 860's accounting or financial data or information;
(H) Fighting on Company premises.

## ARTICLE IV – GRIEVANCE PROCEDURE

Any employee having a grievance shall have the privilege of filing such grievance in accordance with the following:

1. Grievant or Union must file within five (5) working days after the occurrence of the event giving rise to the grievance, or within five (5) working days of the time the aggrieved employee becomes aware of the event giving rise to the grievance, within 30 working days from the event;
2. Grievant or Union will confer with President of Local 860 within the next five (5) working days;
3. If President of Local 860 and Union (Local 445) representative cannot arrive at an agreement, the President of Local 860 will present the grievance to its Executive Board at their very next meeting.
4. If the grievance is not resolved at the Executive Board meeting, the Employer shall notify the Teamsters Union, Local 445 of their decision in writing by email or certified mail within five (5) working days of said meeting;
5. The Union (Local 445) may then move the grievance to arbitration within ten (10) working days from receipt of the Employer's written response.

## ARTICLE V – ARBITRATION

Any and all controversies arising under or in connection with the terms or provision of the agreement, or in connection with or relating to the application of any of the terms or provisions hereof, or in respect to anything not herein expressly provided to the subject matter of this agreement, which the representatives of the Union and the Employer have been unable to adjust, shall be submitted to an arbitrator selected from a list of arbitrators furnished by the American Arbitration Association.

The result of such arbitration shall be final and may be enforced in any court of competent jurisdiction. The cost of any such arbitration shall be borne equally by the parties hereto.

## ARTICLE VI – EMPLOYER RIGHTS

(A) The Employer shall have the right to prescribe forms, procedures, systems and to designate or change the portion or portions of the work within the confines of job descriptions which shall be performed in the office by each office employee.

(B) When deemed necessary by the Employer, the Employer shall have the right to change an employee from his or her regularly assigned duties to help with other work.

(C) Any office employee must report to the Employer on any type of irregularities, conditions or information disclosed by office records to which he or she has had access.

(D) In the event of emergencies or illness of employees, the Employer may avail himself of outside temporary services, provided that no Union employees are available for overtime work.

## ARTICLE VII – WORK DAY, WORK WEEK AND OVERTIME

(A) The workweek shall consist of five (5), seven (7) hour days, one (1) hour for lunch daily; 9:00 A.M. to 5:00 P.M., Monday through Friday. The Employer of the Local must approve any change in these hours. Time worked over seven (7) hours per day or thirty-five (35) hours per week shall be paid at the rate of time and one-half (1 ½) regular rates. Paid sick days will be counted as time worked for the purpose of computing overtime. All overtime must be approved by the President.

(B) Employees who are required by the Employer to work their regularly scheduled days of rest shall be paid at the rate of time and one-half (1 ½) for all hours worked on such day. Sunday and Holidays will be paid at one and one-half (1 ½) the hourly rate in effect, plus a day's pay for working a Sunday or Holiday.

(C) All overtime moneys due shall be paid at the same time payments of bi-weekly salaries are made and no more than two (2) weeks accrual of overtime moneys shall be permitted at any time.

(D) The regular annual salary of clerical staff members employed on a full-time basis shall be paid in twenty-six (26) equal bi-weekly payments.

(E) During the months of July and August, the employees shall be permitted early dismissal at 12:30 p.m. on Fridays with no loss in compensation.

## ARTICLE VIII – WAGES AND EMPLOYER PENSION CONTRIBUTIONS

The schedule of wages and Employer Pension contributions to be in effect during the term of this agreement are set forth in Schedules "A" and "B", respectively, attached hereto and made a part hereof.

## ARTICLE IX – HOLIDAYS AND PERSONAL DAYS

(A) The following shall be considered paid holidays during the year as follows: New Year's Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Martin Luther King's Birthday, Veteran's Day, Thanksgiving Day, Christmas Day, Good Friday, ½ day Christmas Eve Day, the day after Thanksgiving, ½ day New Year's Eve and the employee's birthday.

(B) If any of the foregoing holidays fall on Saturday, they will be celebrated on Friday. If any of the foregoing holidays fall on Sunday, they will be celebrated on Monday. In any other event, the day designated as the holiday shall be celebrated as the holiday, except for those holidays established by Congress, effective in the year 1971 under the Monday Holiday Bill.

(C) If a Holiday falls on an employee's vacation period, the employee shall not be charged for said day and the employee may take the day at their discretion.

(D) Each employee shall be given five (5) personal days per year and must be requested in writing at least four (4) days in advance. Said approval shall not be unreasonably denied. These days are not cumulative and cannot be used to extend a vacation or holiday.

## ARTICLE X – VACATIONS

(A) After one (1) complete year of service, ten (10) days with pay.
After five (5) complete years of service, fifteen (15) days with pay.
After ten (10) complete years of service, twenty (20) days with pay.
Vacations may be taken in day or half (½) day increments.

Vacation requests must be submitted to the Employer by March 1st of each year. Choice of vacation time will be done on a seniority basis. In no instance should there be more than one (1) person on vacation at any given time, unless approved by the President.

(B) Any employee who resigns or who is discharged for cause shall not be entitled to receive any vacation or vacation pay, except that one who resigns or is discharged after completing a full year or more of work for which he or she has received no vacation, shall be entitled to the vacation then earned. Any employee who has completed a full year of work for which he or she has received a vacation and who thereafter is laid off through no fault of his or her own or who resigns or is discharged shall be entitled to receive prorated accumulated vacation pay. All employees will receive upon discharge or resignation, all vacation pay on a pro-rated basis.

(C) Seniority shall prevail in the picking of vacation time.

(D) Employees may not carry over more than 10 days into the following calendar year. Any days over the 10-day limit will not be paid out.

(E) Upon separation, accumulated vacation pay out will not exceed ten (10) days.

## ARTICLE XI – BEREAVEMENT

Immediate Family — five (5) days, Other — three (3) days

Immediate Family is defined as Husband, Wife, Domestic Partner, Son, Daughter, Mother, Father, Brother, Sister.

Other is defined as Mother-In-Law, Father-In-Law.

## ARTICLE XII – JURY DUTY

Any employee serving on jury duty shall receive his/her daily salary. The employee shall remit, directly to the Local, the daily fee received for each day's jury service at the conclusion of all service.

## ARTICLE XIII – LEAVE OF ABSENCE

Any employee may be granted leave of absence with the assurance of his or her old position and rights upon return. Leave of absence without pay not to exceed six (6) months is to be given an employee because of illness. Upon return, if physically and mentally fit such employee shall resume old position with full rights. An employee disabled in the discharge of his duties shall upon return within six (6) months, if physically and mentally fit resume his or her old position with full rights. In special cases upon arrangement between Union and the Employer, the period of leave may be extended.

## ARTICLE XIV – SENIORITY

If a permanent position is open, that position shall be posted for three (3) working days and shall be subject to bid. The senior bidder currently employed by Local 860, shall be awarded the position, if in the sole judgment of the Employer he or she is deemed to be qualified.

## ARTICLE XV – LAY-OFFS

(A) Employees subject to lay-off shall receive one (1) week's pay or one (1) weeks' notice in lieu thereof.

(B) In the event of lay-offs, junior employees will be laid off first.

## ARTICLE XVI – UNION VISITATION

Any duly accredited authorized representatives of Local Union 445 upon application for the purpose of investigation of complaints or grievances by its members shall receive the cooperation of the Employer in ascertaining facts bearing on the matter or matters in question with the exclusion of personal and financial records. It is expressly agreed, however, that there shall be no Union meetings on the Employer's premises.

## ARTICLE XVII – PROTECTION OF RIGHTS

It shall not be the duty of any employee nor shall any employee at any time be require to cross a lawful primary picket line and refusal of an employee at any time to cross a lawful primary picket line shall not constitute insubordination or cause for discharge or any disciplinary action, excluding job site location.

## ARTICLE XVIII – PROHIBITION AGAINST DISCRIMINATION

(A) The Employer and the Union agree not to discriminate against any individual with respects to hiring, compensation terms or conditions of employment because of such individuals race, color, religion, sex, national origin, marital status, sexual orientation or age (between the years of 18 and 70) or disability, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, marital status, sexual orientation or age (between the years of 18 and 70), or disability.

(B) Westchester Local 860, CSEA and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

## ARTICLE XIX – NO WAIVER

(A) The employee shall not be asked to make any written or oral statements or contract which may conflict with this agreement.

## ARTICLE XX – DUES CHECK-OFF

The Employer, if authorized by each individual employee, will deduct from his or her wages a sum equal to such employees dues and/or assessments to the Union and remit the same to such Union at such time as mutually agreed upon, it being understood that this provision is subject to all applicable requirements of the Labor-Management Relations Act of 1947, as amended.

## ARTICLE XXI – SICK LEAVE

(A) All employees will receive one (1) sick day per month to be credited to the employee at the end of each month.

(B) All sick leave can be taken in one (1) hour increments. Unused sick leave can be accrued to a bank of no more than thirty (30) days.

(C) An employee can use up to five (5) accrued days as family sick days. Under extenuating circumstances, additional days may be granted by the Employer.

(D) Sick time will be converted to cash upon retirement.

(E) Employees shall not accumulate more than thirty (30) sick days. Upon retirement, employees shall be compensated at a rate of 100% for sick days accumulated (not to exceed thirty days). Current employee (Donna Kerr) will not lose her time over 30 days. However, payout will not exceed 30 days, and sick time shall not accumulate further until it decreases below 30 days.

## ARTICLE XXII – NOTICES

All notices respecting this agreement shall be in writing and shall be deemed duly given of addressed and mailed as follows:

TO THE EMPLOYER:

Westchester Local 860, CSEA
595 West Hartsdale Avenue
White Plains, New York 10607

TO THE UNION:

Teamsters, Local 445
15 Stone Castle Road
Rock Tavern, NY 12575

**ARTICLE XXIII – 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 the Agreement shall continue in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

**ARTICLE XXIV – SUCCESSORS**

This Agreement and the terms and provisions thereof shall be binding upon the parties hereto and their successors and assigns.

**ARTICLE XXV – MISCELLANEOUS**

(A) All employees will be covered under New York State Disability, or Teamsters, Local 338 Welfare Plan.

(B) All employees will be covered under New York State Unemployment.

(C) All employees will be covered under Federal Unemployment Insurance.

(D) Local 860 will provide "New York State Workers Compensation" for all employees.

(E) The Employer will reimburse any employee who is required to use their personal vehicle for Local 860's business at the rate established by the Local Executive Board.

(F) All employees who are unable to perform their duties due to pregnancy, shall be permitted to use any vacation time, personal and sick leave time they have available.

(G) Upon separation from service, any employee shall be entitled to continue his/her present health insurance and drug card coverage by making payments, on a monthly basis, to the Industry and Local 338 for the full cost of such coverage until such employee is able to obtain coverage elsewhere (not to exceed the time allowed under COBRA). The Fund Office reserves the right to cancel said health insurance if the former employee fails to make payments by the first ($1^{st}$) day of the month. Said employee will make payments directly to the Local in a timely manner.

(H) The Employer shall continue to provide employees with the right to participate in the Associate's Accident and Health Insurance Coverage and/or supplemental Life Insurance Plan and agrees to deduct authorized premiums from an employee's paycheck and to transmit same to Pearl Carroll and Associates at specific intervals.

(I) The Employer shall provide tuition reimbursement, provided the employer has sole discretion and final approval for such reimbursement. Pre-registration approval must be obtained for reimbursement, as well as a final grade of "C" (or Pass, if Pass/Fail) or better. All claims not pre-approved shall be denied, and be the sole responsibility of the attendee.

(J) After the completion of ten (10) full years of service, each employee shall be entitled to a one-time Longevity Bonus of $1000. After the completion of fifteen (15) full years of service, the employee shall be entitled to a one-time Longevity Bonus of $1500.

## ARTICLE XXVI – TERM OF AGREEMENT

This Agreement shall be in effect from October 1, 2025 (although executed subsequent thereto) through September 30, 2027.

IN WITNESS WHEREOF the parties hereto have set their hands and seal the day and year first above written.

| TEAMSTERS, LOCAL 445 | WESTCHESTER LOCAL 860, CSEA |
|---|---|
| BY: Lori Polesel | BY: [signature] |
| TITLE: President | TITLE: President |
| DATE: 3/24/2026 | DATE: 4/17/26 |

## SCHEDULE "A"

## PAY RAISE SCHEDULE

1. Effective October 1, 2025, employees shall receive a 2.75 percent raise in pay.
2. Effective October 1, 2026, employees shall receive a 2.75 percent raise in pay.

## SCHEDULE "B"

## INDUSTRY AND LOCAL 338 PENSION AND WELFARE FUNDS

Employees will participate in the Industry and Local 338 Pension and Welfare Fund (Fund) at the rates listed below. The contributions shall be submitted promptly to the Fund by the 15th day of each month for all payroll periods.

**PENSION:**
Effective October 1, 2025 pension contributions shall be $382.07 per week, per employee.

**WELFARE:**
Effective October 1, 2025 welfare contributions shall be $402.85 per week, per employee.
Effective October 1, 2026 welfare contributions shall be $431.20 per week, per employee.

**MEDICAL PAYROLL DEDUCTION:** Any employees hired after April 1, 2011, shall be required to pay a payroll deduction to their medical plan for the first ten (10) years of their employment; after that, it shall be free. The amount of this payment is to be determined in negotiations at the time of the hiring *.

*In order to be eligible for health insurance coverage in the Industry and Local 338 Welfare Fund an employee must be regularly scheduled to work no less than 35 hours per week. Employees who are scheduled to work no less than 35 hours per week shall contribute 10% toward the total cost of their health insurance, via payroll deduction.

**MEDICAL PLAN BUYOUT:** Current employee Donna Kerr shall be eligible for an annual pay out in the amount of $8000 in lieu of Health Insurance coverage under CSEA Local 860 and the Local 338 Welfare Fund. Starting in 2023, the payout months shall be March and September. If Ms. Kerr opts to enroll in the Local 338 Welfare Plan, she will not be eligible for the annual payout during the calendar year she received coverage under the Plan.