MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into as of August 17, 2026 (the "Effective Date"), by and between the Civil Service Employees Association, Inc., Local 1000, Unit 9157 ("Union"), and the Village of Mamaroneck ("Village") (collectively, the "Parties").

WHEREAS, the Village is a municipal corporation within, and political subdivision of, the State of New York; and

WHEREAS, the Union is the representative and bargaining agent of a defined bargaining unit consisting of various employees within the Village; and

WHEREAS, the Union and Village were parties to a collective bargaining agreement ("CBA") the term of which extended from June 1, 2014 to May 31, 2018 and

WHEREAS, the Parties have since entered into several MOAs that extended the CBA, and modified, altered or revised various provisions therein; and

WHEREAS, one such MOA executed by and between the Parties, on September 5, 2019, abolished the existing salary schedule (a/k/a "step schedule") set forth in "Article III, Section 1 (Compensation)" of the CBA, prospectively, for all employees hired after June 1, 2020; and

WHEREAS, although employees hired after June 1, 2020 have received several salary increases pursuant to MOAs subsequently executed by and between the Parties, their compensation has lagged considerably behind those employees hired before June 1, 2020, notwithstanding their identical job functions; and

WHEREAS, the Village recognizes the recruitment and retention risks presented by the foregoing; and

WHEREAS, the parties have expressed their mutual desire to enact a successor CBA, with a specific emphasis on employees hired after June 1, 2020, whose compensation has lagged as a result of the September 5, 2019 MOA; and

WHEREAS, the Parties have expressed their mutual desire to enact a new step schedule for said employees that affords fair wages and reasonable income security, and which enables the Village to recruit and retain highly-skilled workers for the betterment of the community; and

WHEREAS, the most recent MOA executed by and between the parties began on June 1, 2024, and expired on May 31, 2025, and

WHEREAS, from June 2025 through February 2026, the parties conferred intermittently about negotiating a successor CBA; and

WHEREAS, in March 2026, the parties resolved to negotiate a successor CBA to remediate the foregoing compensation disparity, and undertook a comprehensive review of all

CBA provisions, so as to ensure fair and equitable compensation and working conditions for employees at the lowest possible cost to Village taxpayers; and

WHEREAS, the Union's and Village's negotiation teams met for these purposes on March 5, 2026, March 26, 2026, May 5, 2026, June 4, 2026, June 24, 2026, and July 31, 2026; and

WHEREAS, the negotiating committees of both the Union and the Village respectively recommend that the Parties enter into a successor CBA in accordance with the terms hereof; and

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and other good and valuable consideration, the sufficiency and receipt of which the Parties acknowledge, and subject to execution and ratification by the Union, execution by the Village Manager, and adoption by the Board of Trustees of the Village of Mamaroneck ("Village Board"), the Parties agree as follows:

1. All citations (a/k/a "Whereas" clauses) set forth above are expressly merged and incorporated into this Agreement.

2. This MOA shall have no legal force or effect unless and until *all* the following events occur: (1) the Union executes and ratifies and this Agreement in compliance with N.Y. Civil Service Law § 204-a; and (2) the Village Manager executes this MOA; and (3) the Village Board duly adopts a resolution authorizing this MOA. If/when such resolution is adopted by the Village Board, then the collective bargaining agreement existing between the parties will be amended, modified and extended as set in this MOA.

3. All proposals made during negotiations, by either Party, which are not explicitly set forth herein, are hereby deemed withdrawn.

4. The term of the successor CBA shall be five (5) years, commencing on June 1, 2025, and expiring on May 31, 2030.

5. The provisions of the CBA that expired on May 31, 2025 shall be carried forward, except as expressly modified below:

6. **ARTICLE II**

Section 1: The term "Union," in the first sentence, is hereby changed to "CSEA, Inc."

Section 3: This section is hereby deleted.

Section 4: This section is hereby deleted.

Section 5: This section is hereby deleted.

7. **ARTICLE III**

Section 1 is hereby amended and replaced by the following:

A. Effective June 1, 2025, the salary schedule in effect for employees hired prior to June 1, 2020 shall be increased in accordance with Section 1(C), below. This salary schedule shall henceforth be referred to as "Schedule A."

B. Effective June 1, 2025, the salary schedule in effect for employees hired after June 1, 2020 is set forth in Appendix 1 to this agreement, and shall henceforth be referred to as "Schedule B." **Notwithstanding anything else set forth in this collective bargaining agreement, Schedule B shall not take effect until the start of the 2026-2027 fiscal year (i.e., June 1, 2026), and shall thereafter commence at "Step 2" for all employees hired after June 1, 2020, except as provided in subsection 1(C), below.** Accordingly, for purposes of clarity, employees hired after June 1, 2020 shall *only* receive a 2.00% salary increase (in accordance with Section 1(E), below) over and above their Village salaries during the fiscal year extending from June 1, 2025 to May 31, 2026.

C. Any employees who would otherwise receive a reduction in pay as a result of their placement at "Step 2" of Schedule B, as set forth in the preceding section, will instead commence at "Step 3" of Schedule B.

D. The Village understands and agrees that the 2025-26 salary increase set forth in in subsection 1(E), below, refers to all wages earned by employees during the 2025-2026 fiscal year, including but not limited to those paid in connection with overtime hours worked by employees. Similarly, the Village understands and agrees that all wages paid to date in the current (2026-27) fiscal year are also subject to the salary increases set forth in subsection 1(E), below, and refers to all wages earned by employees, including but not limited to those paid in connection with overtime hours worked by employees.

E. Effective June 1, 2025, the salary schedule for all employees shall be increased as follows:

2025-26: 2.00%
2026-27: 1.00%
2027-28: 2.75%
2028-29: 3.00%
2029-30: 3.00%

Section 7 is hereby amended as follows:

"The Village will reimburse employees for college-level courses which are job-related to a maximum of two hundred-fifty dollars ($250) per credit hour for a maximum of nine (9) credits per employee per calendar year. The Village will

reimburse employees for job-related, non-college courses to a maximum of fifty percent (50%) of the cost.

All coursework requires the prior approval of the employee's Department Head and the Village Manager, who maintain complete discretion to deny such requests. Employees who fail to obtain prior approval for coursework shall be ineligible for reimbursement. Reimbursement shall be made only upon the successful completion of the course."

8. **ARTICLE IV**

Section 1:

Subsection (A) is hereby amended as follows:

"September 1st through June 30th: Monday through Friday, from 9:00 to 4:30 p.m. July 1st through August 31st, Monday through Friday, from 8:30 a.m. to 4:00 p.m."

Subsection (C)(1)(a) is hereby amended as follows:

"Subject to applicable civil service laws, if the Village determines to reduce the number of employees in the sanitation division, employees shall be laid off by reverse seniority within the title affected."

Subsection (C)(1)(g)(ii) is hereby amended as follows:

"The Village shall only have to move a maximum of two Laborers into the Sanitation Department, on any given day, to fill in for Sanitation Department absences. This applies only to (G) above and does not affect (F) above."

Subsection (C)(2)(c): the phrase "and the union" shall be added at the end of the final sentence of this subsection.

Subsection (D) is hereby added to the collective bargaining agreement:

(1) For purposes of this Section only, the term "Special Events" shall be defined as all Village-sponsored events, wherein staffing is required, that start at or after 1 p.m., and end more than six (6) hours later, on select weekends

(2) Subject to applicable law, all employees assigned to work during Special Events shall have the option of taking an unpaid, forty-five (45) minute meal break starting at the half-way point of the event, *or*, will be paid at the appropriate overtime rate for all hours worked during the event. For scheduling purposes, employees shall notify their supervisors of their preferences at least one (1) week in advance of such events.

Section 4:

Subsection (A): The maximum number of compensatory hours that an employee may accrue is hereby increased from fifty-two (52) to sixty (60) hours.

Subsection (D) shall be replaced by the following:

"If the Village is closed due to inclement weather or other emergencies, employees determined by the Village to be essential to address the emergency, and are required to report to work, will be entitled to compensatory time for the hours worked, subject to any legal limits. Excused employees will be paid without loss of accruals."

9. **ARTICLE V**

Section 1:

Subsection (D), paragraph 2, is hereby amended as follows:

"Subject to the Family and Medical Leave Act of 1993 ("FMLA"), in an emergency situation, an employee may utilize up to five (5) sick days per calendar year for this purpose. The employee shall provide a note from a doctor, after two (2) consecutive days that the family member for which the sick time is taken requires the assistance of the employee. After utilizing the said sick leave, an employee may utilize their personal days and vacation days for purposes of caring for the sick spouse, child or parent. Whenever an employee utilizes any form of accrued leave for an event covered under FMLA, such usage shall run concurrently with any leave entitlement under the FMLA."

Subsection (E), sentence 2: the term "his" is hereby replaced with "his/her/their."

Subsection (J)(1)(e) is hereby added to the collective bargaining agreement:

"Notwithstanding anything to the contrary set forth in this Section, if/when any employee utilizes six (6) or more months of sick time in any given calendar year, that employee shall be ineligible to collect the attendance incentive bonus set forth herein, irrespective of the underlying cause necessitating such use of sick time."

Section 2:

This subsection is hereby amended as follows:

"An employee will receive four (4) days leave with pay if he/she suffers the death of an immediate family member, i.e., spouse, parent, stepparent, child, brother, sister, grandparent, grandchild, or other family members of their personal household, and mother-in-law, father-in-law, sister-in-law, and brother-in-law. An

employee will receive two (2) days leave with pay for the death of an aunt, uncle, or grandparents-in-law. If an employee is on vacation or sick leave, he/she/they are entitled to use bereavement leave as opposed to vacation or sick leave.

To permit participation in and attend funeral services, bereavement leave must be used within thirty (30) days from the time of death, and days do not need to be taken consecutively. Sufficient documentation of the memorial service may be required at the discretion of the Village Manager.

Section 4:

Subsection (1) is hereby amended to include "all employees", regardless of date of hire.

Subsection (2) is hereby deleted in its entirety, and intentionally left blank.

10. **ARTICLE VI**

Section 1:

Juneteenth (June 19th) is hereby added as a Village holiday.

11. **ARTICLE VII**

Section 4 is hereby deleted in its entirety and replaced by the following:

A. "Reporting Injuries Promptly. Employees are required to report all known work-related injury or illness to their supervisor as soon as reasonably practicable taking into consideration the nature of the injury or illness. The Village shall provide the employee with any required accident-reporting forms, which the employee shall complete as soon as possible. The employee shall be provided with a complete copy of every report or other document the employee is required to complete or sign.

B. Accruals/Probationary Terms. Employees necessarily absent from work because of an injury or illness suffered in performing their job duties, which is compensable under the Workers' Compensation Law, shall be granted a leave of absence with full pay, except as provided in this Section. However, in accordance with applicable laws, no paid leave time (sick, vacation, or personal) shall accrue, or otherwise credited to an employee, during an employee's absence while on workers' compensation or disability. Additionally, in accordance with applicable laws, all probationary terms (if applicable) shall be tolled during any period when an employee is unavailable, or has not reported for, work. For purposes of clarity, any workplace absences will not be counted toward the satisfaction of the probationary term of any probationary employee.

C. Medical Examinations. Whenever an employee who reports an injury or illness sustained in the line of duty is receiving, or applies to receive, the full-pay benefit provided in this Section, the Village shall have the right to conduct a physical/medical examination, by a licensed or certified medical professional chosen and paid for by the Village, to determine if the employee is able to perform his/her job functions. Prior to the examination, the Village shall provide the examiner with an accurate description of the employee's job duties. If the examiner determines that the employee is able to perform such functions, the employee will be removed from full paid status, and will be entitled *only* to the reduced salary/benefits awarded pursuant to Workers' Compensation Law. The employee and the Union shall be provided with the examination report promptly upon its submission to the Village. The Union shall receive the examiner's complete report, together with attachments (if any) promptly, and in no event later than two (2) working days after the report is received by the Village. Simultaneously, the Village shall notify the employee and the Union that the employee was removed from full-pay status, and the effective date of such removal.

Any determination made pursuant to this Section concerns only the employee's entitlement to the supplemental contractual full-pay benefit. Nothing in this Agreement authorizes the Village, its examiner, or an arbitrator to determine compensability or to suspend, reduce, or terminate statutory indemnity, medical, or other benefits within the exclusive jurisdiction of the Workers' Compensation Board.

D. Grievances/Arbitration Procedure. Within ten (10) working days of the employee's and the Union's receipt of the complete examination report and the Village's written notice discontinuing full pay status, the employee or Union may file a grievance challenging such determination to remove him/her from full paid status, which grievance shall be filed with the Village Attorney. Failure by the Village to provide the complete report, supporting materials (if any), or the written notice required by subsection C, above, shall toll the time for filing the grievance. All such grievances shall be immediately assigned to a single arbitrator, selected from a rotating, three-person panel, jointly chosen from time-to-time by the Union and the Village. The ensuing arbitration must be conducted within forty-five (45) calendar days after the filing of the grievance, and the arbitrator shall issue a written decision and award within thirty (30) calendar days after the record is closed, unless such deadline is extended, in writing, by the Union and the Village.

To facilitate the replacement of arbitrators (when necessary) on the panel, the names of the arbitrators utilized pursuant to this section shall be the subject of a separate, standalone agreement between the Union and the Village that will *not* be deemed merged or otherwise incorporated into this collective bargaining agreement.

The Arbitrator's fees will be paid by the Village. All transcription fees (if any) shall be borne equally by the employee and the Village, provided that no transcript shall be required unless requested by either party or directed by the arbitrator. If only one party requests a transcript, that party shall bear the entire transcription cost.

Pending a final determination by an arbitrator, the employee shall remain off of full pay status under this provision unless and until a final and binding award is issued in the employee's favor.

The arbitrator shall have authority to consider evidence from the employee's treating providers and any other evidence deemed relevant by the arbitrator.

The arbitrator shall have authority to order the restoration of full-pay status, or to deny such relief. The arbitrator shall not, however, determine or alter any matter within the exclusive jurisdiction of the Workers' Compensation Board.

E. Compliance/Reimbursement to Village. For an employee to be eligible for the benefit under this provision, he/she must comply with the procedures of the Workers' Compensation law. Any monies paid by the Workers' Compensation Board for lost wages, in connection with an employee's line-of-duty injury, shall be reimbursed directly to the Village.

F. Preservation of Statutory and Contractual Rights. No medical opinion, determination, grievance, arbitration, settlement or award under this Section shall bind the Workers' Compensation Board or determine compensability, degree of disability, entitlement to medical treatment, entitlement to statutory indemnity benefits, or any other issue committed by law to the Workers' Compensation Board. Nothing in this Section shall prohibit the employee, union, or Village from pursuing a claim or remedy before the Workers' Compensation Board, a governing civil service commission, the New York Public Employment Relations Board, a court, or another administrative agency.

G. Injuries Caused By Third Party. If employee is injured during the course of employee's work in an accident caused by a third party (i.e., someone not employed by the Village), the Workers' Compensation procedures indicated above will apply. However, in order for this benefit to apply, employee must execute the necessary legal papers to allow the Village to recover from the person responsible for employee's injury the amount paid to employee by the Village during such disability, less amounts recovered from Workers' Compensation payments.

H. No Waiver. Nothing in this Section shall limit the rights of the employee or Village pursuant to the New York Civil Service Law except as expressly set forth herein.

I. Safety Committee. The Union and Village shall establish a Safety Committee, the purpose and function of which is the health, safety, and welfare of the employees of the Village. The Commissioner of Public Works and the Police Commissioner/Chief shall serve as members *ex officio* of this committee. The Committee shall be concerned with all aspects of employee safety, including clothing, equipment and work practices. The Committee shall meet at least four (4) times each calendar year, where minutes will be taken, and shall file said minutes, and a report on any unsafe conditions, to the Village Manager on a timely basis thereafter.

12. **ARTICLE X**

Section 4: this section is hereby deleted in its entirety and replaced by the following:

"The Village shall reimburse each Parks Small Engine Mechanic for the cost of tools, to a maximum of seven hundred and fifty dollars ($750) per contractual year. A Parks Small Engine Mechanic shall obtain prior authorization from the Parks Foreman or other person designated by the Parks Foreman or Village Manager in order to obtain permission for the reimbursement. The Parks Small Engine Mechanic shall submit a receipt to the Parks Foreman in order to obtain reimbursement.

The Village shall replace personal Parks Small Engine Mechanic tools if stolen. Broken tools shall be replaced by the Village, provided the Parks Small Engine Mechanic furnishes the tool to the Parks Foreman or their designee."

13. **ARTICLE XI**

Section 7: The term "Unit President" is hereby replaced with the term "Union."

14. **ARTICLE XII**

Section A: the term "ten (10) calendar days" is hereby replaced with the term "ten (10) working days.

Section C: the term "five (5) working days" is hereby replaced with the term "ten (10) working days."

15. **ARTICLE XVI**

Section 2: "CSEA Labor Relations Specialist" is hereby added to the Labor Management Committee.

16. **ARTICLE XVII**

This section is hereby deleted and replaced by the following:

"The effective date of the Collective Bargaining Agreement and each of its provisions shall take effect on June 1, 2025, and continue in force until May 31, 2030."

17. **Interpretation** This Agreement shall be deemed to have been drafted equally by all Parties. The Parties agree to allow a court or other forum of competent jurisdiction the maximum discretion to modify any unenforceable provision so as to render it enforceable.

18. **Amendments**. This Agreement may not be modified, altered or changed except upon express written consent of all Parties wherein specific reference is made to this Agreement.

19. **Section Headings; Entire Agreement**. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements relating thereto.

20. **Electronic Signatures, PDF and Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and each of which shall together constitute one and the same agreement. Facsimile transmission or electronic copies of signatures on this Agreement shall be deemed to be original signatures and shall be acceptable to the Parties to this Agreement for all purposes and may be used in lieu of the originals for any purpose. In addition, transmission by electronic mail of a PDF document created from the originally signed document shall be acceptable to the Parties to this Agreement for all purposes.

21. **No Waiver**. There shall be no waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, unless in writing signed by all Parties to this Agreement. To the extent that any Party has been deemed to have waived any term, provision or condition of this Agreement in any one or more instances, it shall not be deemed or be construed as a further or continuing waiver of any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.

22. **Authority to Execute**. All signatories herein represent that they have authority to enter into and execute this Agreement on behalf of themselves and (if applicable) the organizations set forth below.

Michael Lombardi
Labor Relations Specialist
Civil Service Employees Association, Local 1000

Robert Pecchia
President, CSEA Local 1000, Unit 9157

Kathleen Gill
Village Manager
Village of Mamaroneck