



AGENDA

EXECUTIVE SESSION-SPECIAL MEETING-WORK SESSION

7:00 PM-Monday, February 26, 2024

In Person & Zoom Platform

507 Ashford Avenue

Meeting will also be held Zoom Platform:

<https://us02web.zoom.us/j/84699787350?pwd=aWZtZTJHQzdld2dJWXdVaDh5NXB4QT09>

Join Zoom Meeting

Meeting ID: 846 9978 7350

Passcode: 443393

One tap mobile +19292056099,,84699787350# US (New York)

Meeting ID: 846 9978 7350

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

Page

1. CALL TO ORDER-PLEDGE OF ALEGIANCE-ROLL CALL

2. EXECUTIVE SESSION

- 2.a It is anticipated that the Board will adjourn into Executive Session to discuss Real Estate Matters and then adjourn into a Special Meeting, then a Work Session.

3. SPECIAL MEETING

- 3.a Consider a Resolution Approving and Ratifying MOA with PBA and Authorizing the Village Mayor to Execute a Collective Bargaining Agreement with the Terms of the CBA and MOA.

4. WORK SESSION ITEMS

3 - 9

- 4.a Radio Tower Update – Ardsley Police Department
- 4.b Saw Mill River Rd/Center St Intersection Pedestrian Safety
- 4.c Branding Campaign
- 4.d Phase 1 Implementation of Parks & Recreation Master Plan

5. ADJOURNMENT OF MEETING

6. NEXT BOARD MEETING:

March 4, 2024 Board of Trustees Regular Meeting

**RESOLUTION APPROVING AND RATIFYING MOA WITH PBA
AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A
COLLECTIVE BARGAINING AGREEMENT
WITH THE TERMS OF THE CBA AND MOA**

WHEREAS, the Village of Ardsley (“Village”) and Ardsley Policemen’s Benevolent Association, Inc. (“PBA”) engaged in good-faith negotiations to arrive at a successor agreement to their collective bargaining agreement for the period June 1, 2019 – May 31, 2021; and

WHEREAS, the Village and PBA arrived at an agreement for a successor contract in the form of the attached Stipulation of Agreement dated January 25, 2024 and executed by the Village Manager on January 31, 2024 (“Agreement”); and

WHEREAS, the Village has been notified that the Agreement was successfully ratified by the PBA membership; now

THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby approves and ratifies the attached Agreement executed by the Village Manager on January 31, 2024, including all terms set forth herein; and

BE IT FURTHER RESOLVED that the Village Mayor is hereby authorized to execute a new collective bargaining agreement consistent with the terms of the prior collective bargaining agreement and Agreement when such document has been prepared and finalized.

**1/25/24 FINAL
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA") is entered into by and between the representatives for the **Village of Ardsley** (hereinafter "Employer"), and the **Ardsley Policemen's Benevolent Association, Inc.** (hereinafter "PBA"), affiliated with the **New York State Union of Police Associations, Inc.** (hereinafter "NYSUPA"), and referred to collectively as the parties.

WHEREAS, the Employer and the PBA are parties to a collective bargaining agreement which had an expiration date of **May 31, 2021**; (hereinafter "CBA"); and

WHEREAS, the parties have now reached an agreement as of the date of execution of this MOA on the terms and conditions for a successor CBA for the period of **June 1, 2021 through May 31, 2024**, and wish to memorialize their understanding, in writing, pending the signing of a new CBA; and

WHEREAS, upon execution and ratification of this MOA by the representatives of both the PBA and Village, the parties agree to comply with the following:

1. This MOA is subject to ratification by the PBA first (1st), and then legislative approval by the Village Board as set forth herein. All parties who sign this MOA shall support and endorse it for ratification by their respective bodies.
2. All terms and conditions of the CBA, which had an expiration date of **May 31, 2021**, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than **January 31, 2024**.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this MOA, the Employer's Labor Counsel and Village Manager shall be notified in writing by NYSUPA of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this MOA, the Village Manager shall then have this matter placed on the agenda for a ratification vote, as soon as practical, for a regularly scheduled or special meeting of the Village Board, after written notification of the successful passage by the PBA is received, **to be held within thirty (30) calendar days of the written notification by NYSUPA**.
6. After the successful ratification votes by the PBA and Employer, all new terms and conditions shall be implemented **no later than thirty (30) calendar days** following the Village Board's successful ratification vote, except those for which this MOA specifically provides for an alternate date of implementation. All terms and conditions that have no specific implementation date, shall become effective on the first (1st) day of the CBA, **June 1, 2021**.

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Village of Ardsley and Ardsley PBA, Inc./Final 2021-2024 MOA (1/25/24)

Village Manager's Initial's & Date
PBA President's Initial's & Date

[Signature] 1/31/24
[Signature] 1/21/24

7. NYSUPA shall prepare a draft "red-lined" CBA, and send to the Employer's Labor Counsel in a "word document" for the Employer's review, consideration and its response that it reflects the expired CBA, and this MOA no later than 75 calendar days after the successful ratification vote by the Village Board of this MOA. After mutual agreement by the parties to the draft "Red-Lined" CBA, a Final CBA shall be forwarded thereafter to be executed by the Village Mayor and PBA President.

8. The Employer agrees that any and all retroactive money due and owing, if any, shall be paid **no later than forty-five (45) calendar days** after the MOA ratification vote date of the Village Board to all unit members pursuant to the terms contained in this MOA, who worked or retired, if any, during the expired CBA period, in a separate payroll check from the regular payroll check. All retroactivity shall be reported to the NYS Comptroller for the Police and Fire Retirement System by the years it would have been paid and earned for the purpose of pension calculation. The Employer shall provide a worksheet to everyone receiving retroactive money, detailing the basis of the calculation(s) and what it represents to the date of implementation of this MOA.

9. The parties agree that after the successful ratification votes by the parties, this MOA shall have the full force and effect of the CBA through the Grievance Procedure.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and upon the successful ratification votes by the PBA and Village Board, the parties agree that a successor CBA to the one that had an expiration date of **May 31, 2021** shall reflect the following terms as attached to this Memorandum of Agreement.

FOR THE EMPLOYER



JOSEPH L. CERRETANI
Village Manager

1/31/24
Date

FOR THE PBA



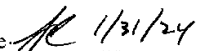
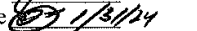
DANIEL TARANTINO
President

1/31/2024
Date

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Village of Ardsley and Ardsley PBA, Inc./Final 2021-2024 MOA (1/25/24)

Village Manager's Initial's & Date
PBA President's Initial's & Date

1. **HOUSEKEEPING** – Delete dates no longer applicable, and correct any spelling and/or grammatical errors mutually agreed upon.

2. **ARTICLE 3 – BASE WAGE AND LONGEVITY (pp. 2-4)**

Section 2 – Amend the Base Wage Schedule as follows:

The Base Wage for all employees shall be as set forth herein: (N/C)

(N/C)	(2.5%) <u>6/1/21</u>	(2.75%) <u>6/1/22</u>	(3.25%) <u>6/1/23</u>
Police Officer 5 th Grade	\$49,993	\$51,368	\$53,037
Police Officer 4 th Grade	\$77,111	\$79,232	\$81,807
Police Officer 3 rd Grade	\$92,355	\$94,895	\$97,979
Police Officer 2 nd Grade	\$111,908	\$114,985	\$118,722
Police Officer 1 st Grade	\$127,763	\$131,276	\$135,542
Detective(s)	\$136,768	\$140,529	\$145,096
Sergeant(s)	\$143,584	\$147,533	\$152,328
Lieutenant(s)	\$160,543	\$164,958	\$170,319

N/C to the paragraph under the Base Wage schedule.

Section 4 – Amend as follows: (NOTE: Refers to Firearms Instructor Pay)

(N/C) <u>6/1/21</u>	(N/C) <u>6/1/22</u>	(N/C) <u>6/1/23</u>
\$775.00	\$775.00	\$775.00

Section 5 – Amend as follows: (NOTE: Refers to EMT-D Pay)

(N/C) <u>6/1/21</u>	(N/C) <u>6/1/22</u>	(N/C) <u>6/1/23</u>
\$1,175.00	\$1,175.00	\$1,175.00

Section 6 – Amend as follows: (NOTE: Refers to Armorer Pay)

(N/C) <u>6/1/21</u>	(N/C) <u>6/1/22</u>	(N/C) <u>6/1/23</u>
\$450.00	\$450.00	\$450.00

[Handwritten Signature] 1/31/24
[Handwritten Signature] 1/31/24

3. **ARTICLE 4 – VACATIONS** (pp. 4-6)

Section 1 - Add a new paragraph to read as follows under the existing 1st paragraph:

All new employees **hired on or after January 1, 2024** shall be entitled to an annual paid vacation according to their anniversary date as follows:

<u>Length of Service</u>	<u>Vacation Credited</u>
2 Years through 5 Years	18 Work Days
6 Years through 7 Years	19 Work Days
8 Years through 9 Years	20 Work Days
10 Years through 12 Years	21 Work Days
13 Years through 15 Years	22 Work Days
16 Years and Above	24 Work Days
Sergeant	24 Work Days
Lieutenant	27 Work Days

4. **ARTICLE 8 – WORK SCHEDULE** (pp. 8-12)

Section 1 – Add the following at the end of the 5th paragraph at the top of page 9, to read as follows:

Effective **January 1, 2024**, the bidding for the permanent “A” line tour of duty shall be completed by December 1st of each year, to commence January 1st through December 31st of the ensuing calendar year. It shall be by seniority, with Sergeant(s) bidding first (1st), and then bidding by all other police officers assigned to and actually working in patrol.¹ In the event there are an insufficient number of volunteers based on seniority, then the Chief of Police may assign Sergeant(s) and police officers who are assigned to and actually working in patrol, in the inverse order of seniority, to the “A” line tour of duty until the staffing level determined by the Chief of Police has been achieved. The assignment of a Sergeant(s), shall be by when he/she was appointed to the rank of Sergeant, and of police officers based on their date of hire by Employer, except as may be provided for by law. All Sergeant(s) and police officers shall provide his/her selection to the Chief of Police (example: permanent “A” line tour of duty, and rotate the “B” line tour of duty and “C” line tour of duty). In the event a vacancy in any tour of duty occurs due to promotion, resignation, death, or retirement only, and the Chief of Police elects to fill that vacancy, he/she shall post the vacancy to be filled for a minimum of seven (7) calendar days prior to its filling, providing any Sergeant and/or police officer with the opportunity to volunteer to fill the vacancy. In the event there are no volunteers, the Chief of Police may take the least senior Sergeant and/or police officer, except the police officer until he/she has completed at least four (4) months of service with the Employer after graduation from the required basic Municipal Police Training Council Academy as set forth below, depending

¹ For the purpose of this Section only, police officers and/or Sergeants assigned to the Detective Division and/or Community Policing shall not be considered “to be and actually working in patrol”, and cannot be involuntarily assigned or volunteer to be assigned to the “A” line tour of duty.

1/25/24
1/25/24

on the need to be filled, and move that employee, so long as he/she receives a minimum of two (2) consecutive days off in a row prior to the move. An employee who is involuntarily assigned to the "A" line tour of duty during the year, and is removed either involuntarily or voluntarily as set forth herein, and is assigned for less than eight (8) consecutive months, shall not receive credit towards their one (1) year period for an involuntary assignment. If the employee serves eight (8) consecutive months or more while involuntarily assigned, that time shall satisfy his/her one (1) year obligation. Any employee who is being moved involuntarily, and who has had previously approved paid leave (e.g., vacation, etc.) shall not be denied the paid leave previously approved.

The Chief of Police shall be limited to involuntarily assigning up to the least three (3) senior Sergeants, and up to the least five (5) senior police officers to the "A" line tour of duty. Any Sergeant(s) and/or police officer(s) involuntarily assigned to the "A" line tour of duty for the upcoming year, shall not be assigned to the "A" line tour of duty for the following year, unless there are insufficient volunteers for that year, in which case the same Sergeant(s) and/or police officer(s) may be assigned in the inverse order of seniority.

The following provides an example:

In the event no Sergeant volunteers for the permanent "A" line tour of duty for the upcoming year, 2024, Sergeant #3 would be involuntarily assigned. In the event no Sergeant volunteers for the permanent "A" line tour of duty for the following year, 2025, Sergeant #2 would be involuntarily assigned and so on in successive years. The same would be applicable for the police officers, starting with #5, then #4 and so on.

5. **ARTICLE 9 – UNIFORMS** (pp. 12-14)

Section 1 – Delete the 1st two (2) paragraphs, and add the following to read as follows (NOTE: Refers to Allowances):

All employees, upon reaching Police Officer 3rd Grade, shall receive an allowance for the purchase of uniforms and/or clothing and equipment as follows:

(N/C)	(N/C)	(N/C)
<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
\$1,125.00	\$1,125.00	\$1,125.00

Amend the existing 3rd paragraph at the top of page 13 as follows: (NOTE: Refers to a Police Officer appointed to Detective receiving additional allowance for the purchase of clothing).

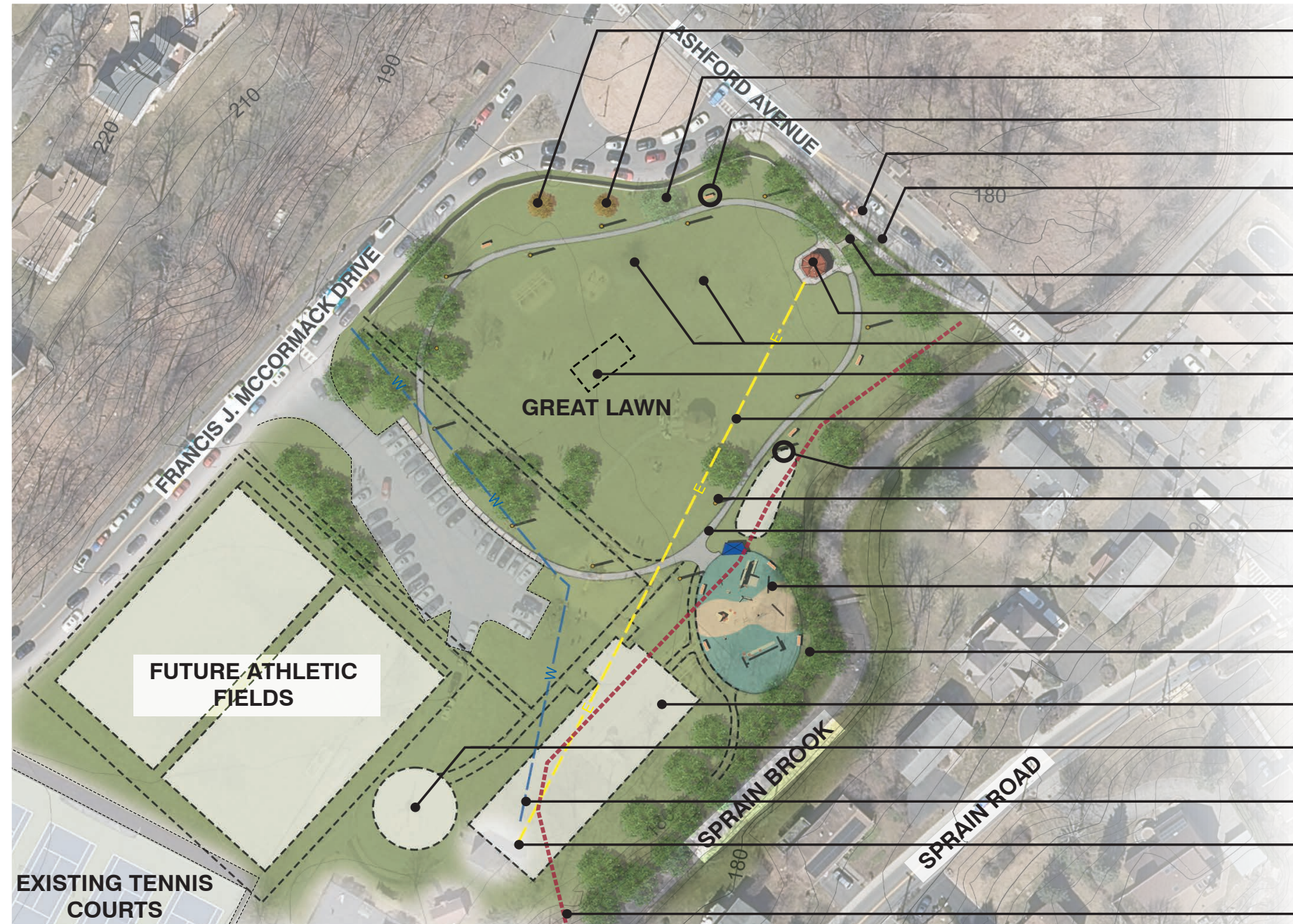
(N/C)	(N/C)	(N/C)
<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
\$400.00	\$400.00	\$400.00

6. **ARTICLE 27 – DURATION OF AGREEMENT (p. 35)** – Amend as follows:

Insert “2021” and “2024” where “2019” and “2021” appears respectively. **(NOTE: Refers to a 3 year Agreement).**

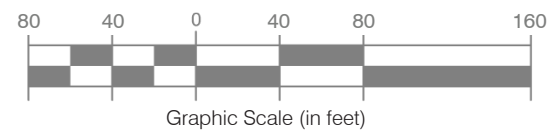
7. No later than fourteen (14) calendar days after the successful ratification vote by the Village Board of this MOA, the PBA agrees to withdraw, without prejudice, but not to re-file with respect to police officer Savarese and the birth of her child in April of 2023, PERB Case No. U-38825, and the arbitration before Arbitrator Drucker. The Employer and PBA agree that either and/or both parties may propose changes to the collective bargaining agreement regarding an employee’s use of unlimited sick leave, and/or FMLA, and/or the use of concurrent leave time during successor negotiations.

10/31/24
[Signature]



- RELOCATED EXISTING TREES
- REMOVE EXISTING TREE
- GREAT LAWN BENCH
- EXISTING VEHICULAR DROP-OFF
- PROVIDE GATE THROUGH EXISTING FENCE FOR OUTDOOR STAGE / PAVILION FROM EXISTING DROP-OFF
- ASHFORD AVENUE PARK PEDESTRIAN AND EVENT ACCESS
- OUTDOOR STAGE / PAVILION
- RELOCATE EXISTING TREES
- TEMPORARY EVENT TENT AREA
- ELECTRICAL SERVICE FOR LIGHTING AND OUTDOOR STAGE / PAVILION ELECTRICAL PANEL
- FUTURE SPLASH PAD (APPROX 1,000-SF)
- PEDESTRIAN SCALE LIGHTING
- 4-FT WIDE ASPHALT WALKWAY (APPROX 900-LF OR 0.2 MILES)
- ADA & MULTI-SENSORY PLAYGROUND AND BENCHES WITH POURED-IN-PLACE SURFACE (APPROX 5,600-SF)
- LOW SHRUB PLANTING UNDER EXISTING TREELINE TO PROVIDE PROTECTIVE BUFFER
- FUTURE COMMUNITY CENTER (CONCESSION STAND TO BE REMOVED)
- FUTURE COURTYARD / BOCCE BALL COURT
- APPROXIMATE LOCATION OF EXISTING 1.5-IN WATER LINE
- ELECTRICAL POWER SERVICE CONNECTION FROM EXISTING CONCESSION STAND
- APPROXIMATE LIMITS OF PARK AREA PRONE TO FLOODING

Village of Ardsley, Westchester County
 Louis Pascone Memorial Park Improvement Project
 CONCEPTUAL DESIGN IMPROVEMENTS
 Date: February 26, 2024



CONCEPTUAL SITE PLAN

Weston & Sampson Project Number: ENG23-3206



Village of Ardsley, Westchester County
 Louis Pascone Memorial Park Improvement Project
 CONCEPTUAL DESIGN IMPROVEMENTS
 Date: February 26, 2024

OUTDOOR STAGE / PROVIDED PRECEDENT IMAGES

Weston & Sampson
 Weston & Sampson Project Number: ENG23-3206

poligon OPTION 1 - 30' X 20' CONSTELLATION



ATTRIBUTES:

- RAISED STAGE
- HYDRO-CUT DECORATIVE REAR PANEL
- REFERENCE TO LOUIS PASCONE'S COMMUNITY AND YOUTH BASEBALL



FINAL OUTDOOR STAGE / PAVILION WILL INCLUDE INTERIOR LIGHTING FOR SECURITY AND EVENT USE

Village of Ardsley, Westchester County
Louis Pascone Memorial Park Improvement Project
CONCEPTUAL DESIGN IMPROVEMENTS
Date: February 26, 2024



OUTDOOR STAGE / PAVILION OPTION 01

Weston & Sampson Project Number: ENG23-3206

poligon OPTION 2 - 32' OCTAGON



FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN

ATTRIBUTES:

- INTERIOR AMPHITHEATER STYLE AND SEATING
- ORNAMENTAL GRASS SCREENING
- ALTERNATIVE REFERENCE TO LOUIS PASCONE'S COMMITMENT TO THE COMMUNITY AND YOUTH BASEBALL



FINAL OUTDOOR STAGE / PAVILION WILL INCLUDE INTERIOR LIGHTING FOR SECURITY AND EVENT USE

Village of Ardsley, Westchester County
Louis Pascone Memorial Park Improvement Project
CONCEPTUAL DESIGN IMPROVEMENTS
Date: February 26, 2024



OUTDOOR STAGE / PAVILION OPTION 02

Weston & Sampson Project Number: ENG23-3206

OPTION 1 - PLAYGROUND



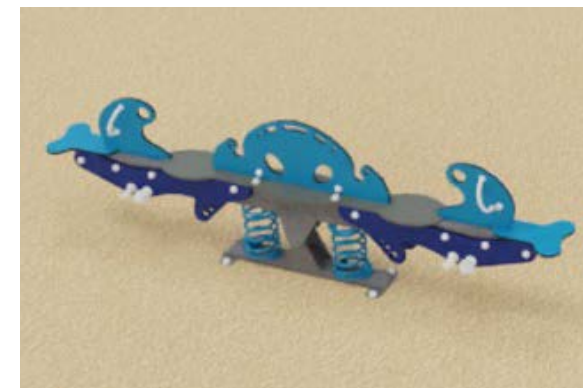
PLAY PANEL 4 - SCHOOL/ AGES 2 - 5



GIANT M, SENSORY / AGES 5 -12



DOUBLE MEGA DECK WITH TOWER / AGES 2 - 5



OCEAN SEESAW / AGES 2 -12



TIPI CAROUSEL / AGES 5 -12

OPTION 1 - PLAYGROUND



Village of Ardsley, Westchester County
Louis Pascone Memorial Park Improvement Project
CONCEPTUAL DESIGN IMPROVEMENTS
Date: February 26, 2024



PLAYGROUND OPTIONS

Weston & Sampson Project Number: ENG23-3206

OPTION 2 - PLAYGROUND



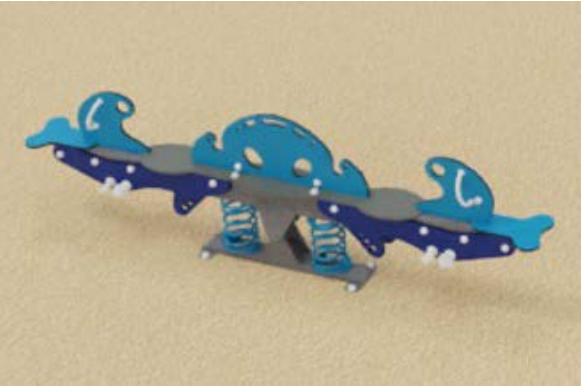
PLAY PANEL 4 - SCHOOL / AGES 2 - 5



MEGA UPPER DECK / AGES 5 - 12



DOUBLE MEGA DECK WITH TOWER / AGES 2 - 5

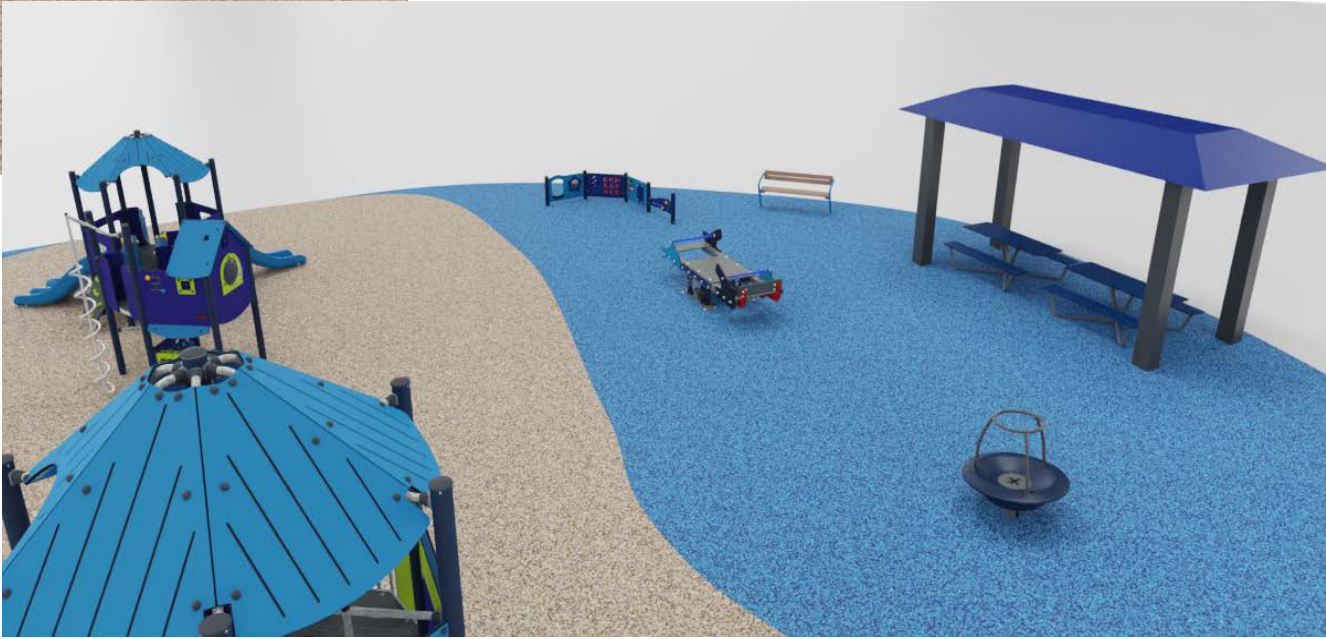


OCEAN SEESAW / AGES 2 - 12



TIPI CAROUSEL / AGES 5 - 12

OPTION 2 - PLAYGROUND



OPTION 1A - NORTHPORT AREA LIGHT



OPTION 1B - GLOBE BRYN MAWR LED



OPTION 2 - GRAND ESSEX 7600



OPTION 1 - BACKED AND BACKLESS COMPOSITE HERITAGE BENCH (ALT COLORS AVAILABLE)



BACKED BENCH FOR VIEWS OF THE GREAT LAWN



BACKLESS FOR SHARED VIEWS OF THE GREAT LAWN AND SPRAIN BROOK

OPTION 2 - TOWN SQUARE BENCH PERFORATED, NO BACKLESS OPTION



OPTION 1A - STONE CHESS TABLE



OPTION 1B - STONE CHESS TABLE



OPTION 2A - FREE STANDING PICNIC TABLE



OPTION 2B - FREE STANDING PICNIC TABLE



20' - 40' TEMPORARY EVENT TENT

