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Union: **Gouverneur Police Association**

Local:

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POL | 7598

AGREEMENT

Between

**VILLAGE OF GOUVERNEUR
COUNTY OF ST. LAWRENCE
NEW YORK**

AND

GOUVERNEUR POLICE ASSOCIATION

**6/1 5/31
2004-2006**

RECEIVED

JUL 18 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

ARTICLE 1 - RECOGNITION

SECTION 1 - The Village of Gouverneur (hereinafter referred to as the "Village") recognizes the Gouverneur Police Association (hereinafter referred to as the "Association") as the sole and exclusive representative of all duly sworn patrolman and sergeants for the purposes of collective bargaining terms and conditions of employment and for the purpose of representing bargaining unit members at grievance hearings.

SECTION 2 - If any clause, sentence, paragraph or section of this Agreement is declared invalid by a court of competent jurisdiction such invalidity shall be limited to such clause, sentence, paragraph or section and shall not affect the remainder of this agreement.

ARTICLE II – COMPENSATION

SECTION 1 - Bargaining unit employees will be paid according to the wage schedule included in this agreement and based upon the provisions of this article.

SECTION 2 – When a Patrolman is temporarily assigned to work as a Sergeant for a period of 8 or more hours due to a Sergeant having a regularly scheduled work day off or due to no Sergeant being scheduled for that 24 hour workday, the senior Patrolman assigned for duty on such day or days will be paid Sergeant's hourly wage. The patrolman's prior years of service as a patrolman shall be credited towards the Sergeants base rate to determine his wage for such time.

SECTION 2A - When a patrolman or sergeant is temporarily assigned to work as acting chief for a period of 8 or more hours due to the chief having a regularly scheduled work day off the senior patrolman or sergeant assigned for duty on such day or days will be paid the chief's hourly wage.

SECTION 3 - Bargaining unit members will be paid overtime at the rate of one and one-half (1½) of their hourly rate of pay for approved time worked in excess of 40 hours during the work week. Vacation leave and Personal leave will be considered time worked for the purposes of calculating overtime.

SECTION 4 - When a bargaining unit member is required to appear in court or at a hearing on police business in the Village of Gouverneur or report to work at a time other than just before or after a regularly scheduled shift while off duty, he shall receive a minimum of four hours pay. For court, hearings or appearances outside the Village a minimum of eight hours pay. For parades a minimum of four hours pay. All hours paid under this section are subject to overtime conditions in Article II (3).

SECTION 5 - A member's anniversary date is based on his last date of hire in the bargaining unit; however, member's service date as a dispatcher for the Village of Gouverneur shall count towards years of service for the purpose of determining vacation credit and longevity.

SECTION 6 - Bargaining unit members shall be furnished with uniforms (shirts and pants) at an annual cost of \$325.00 per member and footwear of the member's choice at an annual cost of \$100.00 per member. This and all other necessary equipment shall be provided at the discretion of the Chief of Police.

SECTION 7 - Uniforms other than wash and wear uniforms shall be dry cleaned at the Village's expense.

SECTION 8 - Approved use of personal vehicles for approved police duties shall be paid at the Village's mileage rate.

SECTION 9 - Members shall be paid for any lecture, instruction or any other public appearance made as a representative of the Police Department. The rate of pay shall be one and one-half (1½) of the member's hourly rate. Such time will be at the approval of the Chief of Police subject to regulation by the Village Board as to the number of appearance per year.

SECTION 10- LONGEVITY PAY

Eligible bargaining unit members will receive LONGEVITY PAY per the following schedule.

7 th Anniversary to the 13 th Anniversary	\$200.00
14 th Anniversary until retirement	\$400.00

Longevity Pay will be paid in the exact amount and will be paid the 1st week in December.

ARTICLE III - WORKDAY AND WORKWEEK

The standard workday is eight (8) hours and the standard workweek is forty (40) hours.

ARTICLE IV - HOLIDAYS

SECTION 1 - Members shall be given one (1) extra day's pay for each of the following holidays, to be paid at the convenience of the Village in the pay period in which the holiday occurs. If a member is regularly scheduled to work on a holiday he shall be compensated at a rate of one and one-half (1½) their hourly rate of pay for the extra day's pay.

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

SECTION 2 - A member shall have the option, for up to five (5) holidays per fiscal year (June 1 – May 31) to receive in lieu of holiday pay, compensatory time off (Holiday Time). Such time will be eight (8) hours for each holiday the employee does not work and twelve (12) hours for each holiday the employee is regularly scheduled to work and actually works.

SECTION 3 -The member **MUST** notify the Chief of Police prior to the ending of the pay period in which the holiday is inclusive to receive the Holiday Time in lieu of the Holiday Pay. If no such notification is made, payment for the holiday will be made in accordance with Article IV, section 1.

SECTION 4 - The Chief of Police shall schedule holiday time off. Seniority and the Village operating requirements shall be considered in the scheduling of members holiday time.

SECTION 5 - Upon retirement or honorable termination from Village service a member shall be paid for credited, but unused holiday time.

SECTION 6 - In the event of the death of a member while in Village service, the Village will pay to the member's beneficiary the cost equivalent of any unused holiday time to which the deceased member had been entitled.

ARTICLE V - LEAVE OF ABSENCES

SECTION 1 - Paid days off, absences caused by injuries sustained in the course of employment for the Village, and the first ten (10) authorized days of leave of absence without pay per year shall count as days worked for the purpose of earning vacation and sick leave credit.

SECTION 2 - VACATION

- A. Full time bargaining unit members shall earn vacation credit at the rate of 1/12 of the annual amount per month pursuant to the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
Hire to 4 th Anniversary	10 days – 80 hours
4 th to 7 th Anniversary	12 days – 96 hours
7 th to 9 th Anniversary	13 days - 104 hours
9 th to 11 th Anniversary	17 days - 136 hours
11 th to 14 th Anniversary	18 days –144 hours
After 14 th Anniversary	22 days – 176 hours

- B. Vacation credit is earned starting with members first day of employment; however, no vacation days may be taken until after the member's first anniversary date.
- C. The Chief of Police shall schedule vacations. Seniority and the Village's operating requirements shall be considered in scheduling member's vacation time.
- D. No more than 45 vacation days or 360 vacation hours may be carried over from year to year by any member.

- E. Upon retirement or honorable termination from Village service a member shall be paid for credited, but unused vacation days.
- F. In the event of the death of a member while in Village service, the Village will pay to the member's beneficiary the cost equivalent of any unused vacation days to which the deceased member had been entitled.

SECTION 3 – SICK LEAVE

- A. Bargaining unit members, after thirty (30) days of employment, shall be credited with one sick day (8 hours) per month.
 - B. Bargaining unit members may accumulate a maximum of 150 sick days.
 - C. A member eligible for sick leave with pay may use sick leave upon the approval from the Chief of Police for absences due to illness, injury or exposure to contagious disease. Up to (5) days per year of the member's sick leave may be used for illness in the member's immediate family requiring the member's personal attendance. A member on sick leave shall inform the Chief of Police or his designee of the fact and reason therefore as soon as possible. Failure to do so within reasonable time may be cause for denial of pay for the period of absence.
 - D. The Chief of Police may require a physician's verification of illness or disability, and if the Chief of Police deems it necessary he may require an examination by a Village authorized physician at Village expense.
-

E. SICK LEAVE INCENTIVE PAY

Bargaining unit members shall be entitled to sick leave incentive pay. Members who limit their sick leave use during a calendar year (January 1 through December 31) shall be reimbursed at a rate of one-half (1/2) their current rate of pay not to exceed ten (10) unused sick leave days or eighty (80) unused sick leave hours upon a bargaining unit members request at the following exchange rate:

1. A member using 0-2 sick leave days or 0-16 sick leave hours may exchange for pay up to ten (10) sick leave days or eighty (80) sick leave hours for pay at the aforementioned rate of pay.
2. A member using 3-4 sick leave days or 17-32 sick leave hours may exchange for pay up to six (6) days or forty-eight (48) sick leave hours for pay at the aforementioned rate of pay.
3. A member using 5-6 sick leave days or 33-48 sick leave hours may exchange for pay up to two (2) days or (16) sick leave hours for pay at the aforementioned rate of pay.

Sick leave not exchanged will be retained to a member's total sick leave accumulation.

Bargaining unit members must have accumulated and maintain a minimum of sixty (60) days or four hundred eighty (480) hours of sick leave before he or she may exchange any additional unused sick leave for pay.

Members wishing to exchange unused sick leave for pay shall notify the Chief of Police in writing of his or her desire to exchange leave for pay and as to how many days or hours he or she desires to exchange by no later than the last day of the calendar year (December 31st) preceding the second pay period ending in January of the following year. No claims will be honored after that time.

Payment for unused sick leave shall be paid to the member by no later than the second pay period ending in January of each year with the first disbursement for leave commencing in January of 1996.

- F. In the event of the death of a member while in Village service, the Village will pay to the member's beneficiary the cost equivalent of any unused sick leave to which the deceased member had been entitled.

SECTION 4 – PERSONAL LEAVE

- A. Unit members are eligible for up to six (6) personal days (to include those days received specific to ARTICLE IV SECTION 1A) per year (based upon the member's anniversary date). Members may use such personal days for unspecified reasons.
- B. Unused personal days will be added to accumulated sick leave days at the end of each year.
- C. Personal day requests must be submitted in writing forty eight (48) hours in advance, except in emergency situations. Such requests are subject to approval of the Chief of Police; however, requests will be granted unless operational requirements do not permit.

SECTION 5 – BEREAVEMENT LEAVE

A member is entitled to up to three (3) paid leave days in the event of the death of the member's parent, step-parent, spouse, child, step-child, brother, sister, immediate aunts and uncles, member's spouse's grandparents, grandchild, father-in-law, brother-in-law, mother-in-law and sister-in-law. Leave days to be taken at the request of the member and at the discretion of the Chief of Police.

SECTION 6 – JURY DUTY

A member who has been called for jury duty will be compensated by the Village for the first three (3) days at full pay. After the three (3) day period, the Village agrees to pay member the difference between what they are to be paid for jury duty and their normal pay. Employees are responsible for providing verification of payment to the Village. Time spent serving on jury duty will not be deducted from the employee's accrued time. If an employee is not required to serve a full day of jury duty, he or she is expected to return to work or have the balance of that time deducted from their vacation or personal time, depending on their preference.

SECTION 7 – OTHER LEAVES OF ABSENCE

Upon the recommendation of the Chief of Police, the Village Board may grant leaves of absence with or without pay for the purpose of attending extended courses of training at a recognized university or college or for other purposes that are deemed beneficial to Village service.

Whenever possible, absences from duty must be reported in advance to the Chief of Police. All unauthorized or unreported absences shall be considered absences without proper authority and shall result in a pay deduction for such period of absence. Further, such absences shall be grounds for disciplinary action.

ARTICLE VI - RETIREMENT BENEFITS

SECTION 1- The Village will furnish a non-contributory twenty (20) year retirement plan with guaranteed one-half (1/2) pay at day of retirement. This plan is a special 20 year plan #384-d plus #303-(9)-(d) final average salary based upon earnings during the last twelve (12) months of employment.

SECTION 2 – Members will be paid one half (1/2) their hourly rate of pay for every hour at time of retirement or honorable termination of employment for up to seventy-five (75) days (600 hours) of unused sick leave.

ARTICLE VII - RECIPROCAL RIGHTS

SECTION 1 –The Village recognizes the right of the members to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this agreement.

SECTION 2 - One member may be designated or elected for the purpose of adjusting grievances or assisting in the administration of this agreement. With written notice to the Chief of Police that briefly states the reason, this member shall be permitted a reasonable amount of free time from his/her regular duties to fulfill these responsibilities.

ARTICLE VIII - HEALTH INSURANCE

SECTION 1 – 7 See attached addendum regarding member's Health Insurance coverage.

ARTICLE IX - GRIEVANCE PROCEDURES

SECTION 1 - A grievance is defined as any matter involving the interpretation or application of this agreement and shall be subject to the procedure specified in section 2. No other claim or dispute shall be subject to this procedure. A grievance shall be deemed waived unless it is submitted to the Chief of Police within seven (7) days from the time of the event giving rise to the grievance.

SECTION 2 - PROCEDURAL STEPS

- A. The grievance will be submitted in writing to the Chief of Police by the Association. The Chief of Police will reply to the grievance within seven (7) working days.
- B. Should the Chief of Police not resolve the grievance or not respond within seven (7) working days, the Association may refer the grievance to the Village Administrator or designee within seven (7) working days from the Chief of Police's response or from the day he should have responded.
- C. Should the Administrator or designee not resolve the grievance or not respond within ten (10) working days, the Association may refer the grievance to the Village Board of Trustees within seven (7) working days from the Administrator's response or from the day he or she should have responded.
- D. Should the grievance not be resolved at the Board stage within fifteen (15) days, the grievance will be submitted to a three member panel. The composition of the panel shall be: (1) one bargaining unit member, (2) one Village Board Member, and (3) one citizen from the Village of Gouverneur. The panel shall hear and decide the grievance within forty (40) days from the date the grievance is submitted to it. The panel's decision shall be final and binding upon both parties; however the panel shall not have the power to add to, subtract from or change any provisions of this Agreement.

- E. Any fees or expenses of the citizen panel member shall be shared equally between the Village and the Association.

ARTICLE X – WORKING CONDITIONS

SECTION 1 - Labor Management Committee

A labor management committee shall be formed. The committee membership will be three Association members, the Chief of Police, the Village Administrator or designee, and one Board Member. Meetings will be held upon request of the Association or the Village.

SECTION 2 - No member shall be required to pick up dead animal in the Village of Gouverneur during the normal working hours of the Public Works Department.

SECTION 3 - Physical Examinations

Every unit member shall be required to have a physical examination each year or more often if required by the Village. Such examination will be paid for by the Village; however, members must submit claims for the examination to the insurance company if the plan in effect provides coverage for any aspect of the examination. The examination will be conducted by a Village appointed physician who shall determine a member's fitness for duty. The nature of the examination will be determined by the Village, in consultation with the Association.

ARTICLE XI – REOPENING TERMS OF THE AGREEMENT

Should there be a problem or question concerning a provision of this agreement it may be reopened for discussion by mutual consent of the parties to this agreement.

ARTICLE XII - DURATION OF THIS AGREEMENT

This agreement shall become effective upon June 1, 2004 and shall continue in effect until May 31st, 2006. If a new agreement is not settled on or before May 31st, 2006, this agreement shall remain in effect until a new agreement is reached.

ARTICLE XIII - REIMBURSEMENT OF TRAINING COST

When a person is appointed to the to the position of Patrolman for the Village of Gouverneur and subsequently is provided Basic Municipal Police Training at Village expense; 1) and that person voluntarily leaves the service, he shall reimburse the Village the monetary amount of \$1000.00. 2) or that person leaves that service of the Village after one year but prior to completing two years of service, he shall reimburse the Village the monetary amount of \$500.00. The Village Board shall have the right to waive the monetary amount under certain circumstances and upon the recommendation of the Chief of Police.

WAGE SCHEDULES

Pay scale for Patrolman and Sergeants employed full-time for the period starting June 1, 2004 ending May 31, 2006.

<u>PATROLMAN'S SALARIES</u>	<u>2004-2005</u>	<u>2005-2006</u>
Base Pay	\$32,054.63	\$33,016.27
After One Year	\$35,410.61	\$36,472.93
After Two Years	\$36,649.68	\$37,749.17
After Three Years	\$38,261.64	\$39,409.49
After Four Years	\$39,005.47	\$40,175.63
After Five Years	\$39,747.44	\$40,939.86
<u>SERGEANT'S SALARIES</u>	<u>2004-2005</u>	<u>2005-2006</u>
Base Pay	\$40,201.81	\$41,407.86
After Four Years	\$41,346.65	\$42,587.05
After Five Years	\$42,524.60	\$43,800.34

In the event that a member is appointed to the position of Detective, his pay will be increased \$6.00 per week.

In the event that a Patrolman is promoted to the position of Sergeant, his prior years of service as a Patrolman shall be credited towards the Sergeant's base rate to determine his salary.

ADDENDUM**ARTICLE VIII - HEALTH INSURANCE**

SECTION 1 - Effective August 1, 1997 the Village shall pay the full cost of all health insurance benefits, (hospitalization, major medical and dental) through GHI and a prescription drug program with a \$2.00 / \$9.00 co-pay, until such time another insurance carrier or plan of equal or better coverage is agreed upon by the Village and the Association.

SECTION 2 - A ten thousand dollar (\$10,000) accident policy will be provided for each member by the Village.

SECTION 3 - All members hired on or after June 15, 1992 will be required to contribute ten dollars (\$10.00) per week towards the cost of their health insurance. All employees hired prior to June 15, 1992 will be required to contribute five dollars (\$5.00) towards their health insurance.

SECTION 3A- To begin the contract year of **2005-2006** and thereafter all members will be required to contribute twenty (\$20.00) per week towards the cost of their health insurance.

SECTION 4 - Upon thirty days (30) written notice to the other party the Village of the Association may open Section VIII of the contract as it pertains to insurance. The current insurance coverage at the time of said opening shall remain in affect until such time as both parties mutually agree upon a new insurance.

SECTION 5 - The Village shall have the right, upon thirty days (30) notice to the Association, to change insurance carriers or plans or to provide insurance by means of a self insurance plan, singularly or with other municipalities at any time provided the level of coverage is substantially equivalent or better than the coverage currently provided.

SECTION 6 - Both parties agree that a committee shall be formed comprising of one member each of the bargaining Associations, the Village Administrator, a Village Board Member, and the Village's Health Insurance Administrator to work towards seeking comprehensive health insurance that responds to the needs of the employees and is cost efficient.

SECTION 7 - All members who retire from the Village service shall be provided with insurance that is currently being provided to the active employees with full cost to be paid for the by the Village. All retirees who reach the age of sixty-five (65) and become eligible for medicare shall have GHI supplemental and \$2.00 / \$9.00 co-pay prescription program continue in effect with the full cost to be paid for by the Village.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative this 28th day of May, 2004.

VILLAGE OF GOUVERNEUR

**GOUVERNEUR POLICE
ASSOCIATION**

BY: Dorothy L. Varce

BY: Gordon F. Yen Jr.

TITLE: Mayor

TITLE: President / PBA