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Union: **Gouverneur Employees Association**

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GEN/7597

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 25 2008

ADMINISTRATION

AGREEMENT

between

VILLAGE OF GOUVERNEUR

and

GOUVERNEUR EMPLOYEES ASSOCIATION

JUNE 1, 2007

to

MAY 31, 2010

ARTICLE I -- RECOGNITION

Section 1 The Village of Gouverneur (hereinafter referred to as the "Village") recognizes the Gouverneur Employees Association (hereinafter referred to as the "Association") as the sole and exclusive representative of all Department of Public Works employees for the purpose of collective bargaining terms and conditions of employment and for the purpose of representing bargaining unit members at grievance hearings.

Section 2 The Association affirms that it does not assert the right to strike against the Village: nor will it assist or participate in any such strike or impose an obligation upon its members to conduct, assist, of participate in any strike.

Section 3 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 effect the remainder of this Agreement.

ARTICLE II -- COMPENSATION

Section 1 Bargaining unit employees will be paid according to the wage schedules included in this Agreement and based upon the provisions of this Article.

Section 2 Bargaining unit members will be paid overtime at the rate of one and one-half of their hourly rate of pay for approved time worked in excess of 40 hours during the workweek. No paid time off, except holidays, shall be considered time worked for the purpose of computing overtime. This rate shall apply if a member is required to work during his vacation or while he is on approved personal leave.

Section 3 When a bargaining unit member is required to work on a holiday or a Sunday he/she shall be paid at a double time rate.

Section 4 Approved use of personal vehicles for approved Village business shall be paid at the Village mileage rate.

Section 5 On Call

A. Water Department employees on call at home for the weekend will be paid three (3) hours per day at their straight time rate. Standby Water Department employees on standby call at home will be paid two (2) hours per day at their straight time rate.

B. Electrical employees on call for the weekend will be paid four (4) hours per day at the rate of time and one-half their straight time rate. This includes checking the electric plant as is required.

C. When an employee is called to work he shall receive a minimum of two (2) hours pay at time and a half for work on Monday through Saturday and at double time for work on Sundays and holidays.

Section 6 Longevity

Annual Longevity shall be paid in accordance with the following schedule. Employees are eligible after completing the number of full years indicated.

| YEARS OF SERVICE | AMOUNT |
|------------------|----------|
| 5-9 YEARS | \$150.00 |
| 10-14 YEARS | \$250.00 |
| 15-19 YEARS | \$275.00 |
| 20 & UP YEARS | \$375.00 |

Payments will be made to the employees in the pay period following their anniversary date.

Section 7 Night Shift

Employees required to work the night shift will be compensated .30 cents more per hour.

ARTICLE III -- WORKDAY AND WORKWEEK

The standard workday is eight (8) hours and the standard workweek is forty (40) hours. (Work hours Monday thru Friday from 7 a.m. to 4 p.m. The Village reserves the right to schedule work for D.P.W.

Summer hours at the discretion of the Department Head will be 10 hours daily, 4 days per week with the electric department working 9 hours daily, 4 days per week with coverage of the hydro plant as established last year.

The Water Filtration Plant employees standard workday is ten (10) hours and the standard workweek is forty (40) hours. A normal workweek is Sunday thru Wednesday for one operator and Wednesday thru Saturday for the other operator. Floating Holidays and Personal Days are figured as 10 hours due to their 10 hour workday, and may be taken as operator needs (IE: One hour, two hours or any number as needed). Any hours outside of the forty hour workweek will be scheduled by the Superintendent of Public Works.

ARTICLE IV -- HOLIDAYS

Section 1 All bargaining unit members are entitled to the following holidays with pay:

| | |
|-----------------------|------------------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |
| Christmas Day | Veteran's Day |
| Thanksgiving | Day after Thanksgiving |
| Good Friday - 1/2 day | Martin Luther King Day |
| Presidents Day | Day before Christmas |

Election Day

Section 2 If a holiday falls on Saturday, it will be celebrated the preceding Friday. If the holiday falls on Sunday, it will be celebrated on the following Monday.

Section 3 Floating holidays not used by June 1st will be added to the member's sick leave.

ARTICLE V -- LEAVES OF ABSENCE

Section 1 Sick leave and vacation credit shall not be earned when a members on a leave of absence without pay.

Section 2 Vacation

A. Full-time bargaining unit members shall earn vacation credit per month at a rate pursuant to the following schedule:

| <u>YEARS OF SERVICE</u> | <u>MONTHLY RATE</u> |
|----------------------------|---------------------|
| During first year | 3 1/3 hours |
| During 2nd - 6th years | 6 2/3 hours |
| During 7th - 14th years | 10 hours |
| During 15th - 19th years | 13 1/3 hours |
| During and after 20th year | 14 2/3 hours |

B. Vacation credit is earned starting with the member's first day of employment; however, no vacation days may be taken until after the member's first anniversary date.

C. The Department Head shall schedule vacations. Seniority and the Village's operating requirements will be considered in scheduling member's vacation time. If the Superintendent and Public Works crewleader are on vacation, a motor equipment operator will be upgraded at the discretion of the Superintendent and receive the wage of the Public Works Crewleader.

D. No more than 30 vacation days can be carried over from year to year by any member.

E. Upon 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 30 days of employment, shall be credited with one sick day per month.

B. Bargaining unit member may accumulate a maximum of 150 sick days.

C. Up to five (5) days per year of the member's sick leave may be used for illness in the member's immediate family requiring the members personal attendance.

D. A member may use sick leave on any day she has a pregnancy related disability. It shall be presumed that a member is disabled for the period two weeks before birth until four weeks after birth. Subsection E (below) shall apply for other days of pregnancy related disability.

E. The Village may require a physician's verification of illness or disability, and if the Village deems it necessary it may require an examination by a Village authorized physician at Village expense.

F. SICK LEAVE INCENTIVE PAY

A. Members at the end of May of each year who have more than 30 weeks (1200 hours) of sick leave will be compensated for each hour over 1200 hours at ½ the employees current hourly rate (paid the first pay day in June).

Section 4 Personal Days

A. Unit members, after one year of service, are eligible for up to three personal days per year based on the member's anniversary date. Such days can only be used for any purpose.

B. Unused personal days will be added to accumulated sick days at the end of each year.

C. Personal day requests must be submitted in writing 48 hours in advance, except in emergency situations. Such requests are subject to the approval of the Department Head; however, requests will be granted unless operation requirements do not permit.

Section 5 Bereavement Leave

A member is entitled to up to three paid days in the event of the death of the member's parent, stepparent, spouse, child, stepchild, brother, sister, member's and spouse's grandparents, grandchild, father-in-law, mother-in-law, sister-in-law, or brother-in-law to cover scheduled workdays lost from the date of death to and including the day following the funeral..

Section 6 Leaves of Absence Without Pay

Upon the recommendation of the Village Administrator, the Village Board may grant leaves of absence without pay. Such leaves shall not be used for the purpose of seeking other employment.

Section 7 Absences from Duty

Whenever possible absences from duty must be reported in advance to the Department Head. 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 the ground for disciplinary action.

Section 8 Jury Duty

The Village is responsible for the first three days of full pay since the Village employs more than ten. After the three day period, the Village agrees to pay their employees the difference between what they are 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 employees' 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.

ARTICLE VI -- RETIREMENT BENEFITS

Section 1 The Village shall continue in force the New York State Retirement Plan in effect on May 31, 1986, for this bargaining unit. Village and member contributions shall be as required by the New York State Retirement Law.

Section 2 All members upon retirement or honorable termination will be paid at ½ the employees current hourly rate for all earned 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 condition of this Agreement.

Section 2 One members may be designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement. With written notice to the Department Head that briefly states the reason, this member shall be permitted a reasonable amount of free time from his regular duties to fulfill these responsibilities.

ARTICLE VIII -- INSURANCE

Section 1 – Effective August 1998, the Village shall pay the full cost of all insurance benefits, (hospitalization, major medical, dental and eye and a Prescription Drug Program with a \$4.00/\$8.00 co-pay, until such time another insurance carrier or plan of equal or better coverage is

agreed upon by the Village and the Association. Also, a \$25 charge if an employee requests a brand name when there is a generic brand available.

Section 2 – A ten thousand dollar (\$10,000) life insurance policy will be provided for each member by the Village.

Section 3 Beginning June 1, 2005, all employees hired on or after June 15, 1992, will contribute twenty dollars (\$20.00) per week toward the cost of their health insurance. All employees hired prior to June 1, 1992 will be required to contribute fifteen dollars (\$15.00) per week towards their health insurance.

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

Section 5 The Village shall have the right, upon thirty (30) days 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 from 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 hired prior to June 1, 2007 who retire from the village shall be provided with insurance that is currently in effect and provided to full-time employees with the full cost being paid by the village. When a retired employee becomes eligible for Medicare Part B (Part A is automatic), the employee MUST enroll in Medicare Part B and only supplemental health insurance and prescription coverage with a \$4/\$8 co-pay will be provided by the Village. All members hired after June 1, 2007 will be required to continue to make contributions towards their health insurance premiums equal to the amount paid in their last year of service.

ARTICLE IX -- GRIEVANCE PROCEDURE

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 Department Head within seven 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 Department Head by the Association. The Department Head will reply to the grievance within seven working days.

B. Should the Department Head not resolve the grievance or not respond within seven working days, the Association may refer the grievance to the Village Administrator within seven working days from the Department Head's response or from the day he should have responded.

C. Should the Administrator not resolve the grievance or not respond with ten working days, the Association may refer the grievance to the Village Board of Trustees within seven working days from the Administrator's response or from the day he should have responded.

D. Should the grievance not be resolved at the Board stage within fifteen 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 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 provision of this Agreement.

Section 3 Any fees or expenses of the citizen panel member shall be shared equally between the Village and the Association.

ARTICLE X -- NON-DISCRIMINATION

The parties agree that there shall be no discrimination with regard to hiring, promotion, job assignment, or other condition of employment because of race, age, sex, creed, color, national origin, or Association activities.

ARTICLE XI -- PHYSICAL EXAMINATION

Members shall be required to have a physical examination upon initial employment and thereafter as required by the Village. Such examinations will be paid for by the Village; however, members must submit claims from the examinations 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 XII -- UNIFORMS AND EQUIPMENT

Section 1 The Village will furnish necessary equipment for employees to perform their duties: hip boots, rain suits, and gloves for electrical work, hard hats, reflected vests and safety gloves. An employee may be required to turn in used or worn out equipment in order to obtain a replacement.

Section 2 The Village will furnish and clean 11 sets of uniforms for each employee.

Section 3 For all employees required to wear safety shoes the Village will pay \$120.00 per year for a pair of such shoes. If shoes are ruined while a member is performing a Village duty, they will be replaced by the Village.

ARTICLE XIII -- WORK RULES

Section 1 No employee shall take more than a fifteen (15) minutes coffee break twice a day.

Section 2 No employee will refuse an order or reasonable request from said employee's foreman, supervisor, Department Head, or from the Village Administrator.

Section 3 No employee will drink alcoholic beverages during working hours.

Section 4 No employee shall come to work under the influence of intoxicants.

Section 5 No employee shall misuse Village machinery, trucks, equipment or tools.

Section 6 No employee shall permit an unauthorized person to use any Village machinery, trucks, equipment or tools.

Section 7 No employee shall permit an unauthorized person to ride in or on any Village vehicle or machinery.

Section 8 No employee shall knowingly allow an unauthorized person in the downstairs work area.

Section 9 All employees are required to use time clocks.

Section 10 All employees must have home phones and provide their supervisor with their phone number.

Section 11 All employees must fill out daily activities reports and report any accidents or damage to Village property to the Department Head.

Section 12 All employees shall wear uniforms and safety equipment, including hard hats, while on duty. Failure to do so is cause for dismissal.

ARTICLE XIV -- DISCIPLINE AND DISCHARGE

In the event that a discharged employee feels that she has been unjustly treated, said employee, shall have the right to file a complaint, in writing, to the Village Administrator within three (3) workdays from the time of the discharge. Said complaint will be treated as a grievance,

subject to the grievance procedure. If no complaint is filed within the time period specified above, then the discharge shall be final.

The Village may establish and enforce binding rules in connection with its operation and with the maintenance of discipline, provided such rules are not inconsistent with the provision of this Agreement or with Section 75 of the New York Civil Service Law.

ARTICLE XV -- REOPENING TERMS OF THE AGREEMENT

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

ARTICLE XVI

Section 1 Every three (3) years each employee, including new hires, hired under the Two Tier System after June 1, 1996, will receive on their anniversary date, a one dollar (\$1.00) per hour increase until the top rate in that position is reached.

ARTICLE XVII -- DURATION OF THIS AGREEMENT

This Agreement shall become effective upon June 5, 2007, and shall continue in effect until May 31, 2010. If a new Agreement is not settled on or before May 31, 2010, this Agreement shall remain in effect until a new Agreement is reached.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives this 28th, day of August, 2007.

VILLAGE OF GOUVERNEUR

EMPLOYEES ASSOCIATION

BY: [Signature]

BY: Earl Meslow

TITLE: MEO

TITLE: Sr. Water Plant Operator

*Village of Gouverneur
Sarah L. Vance, Mayor*

WAGE SCHEDULE

The hourly wage rates are indicated below for each of the positions covered by this Agreement for the period starting June 1, 2007 and ending May 31, 2010

| | <u>2007-2008</u> | <u>2008-2009</u> | <u>2009-2010</u> |
|---|---------------------|---------------------------|-------------------------|
| <u>Motor Equipment Operator</u> | | | |
| Fred Foster | \$15.95 | \$15.95 | \$16.43 |
| Rick Petrie | \$15.95 | \$15.95 | \$16.43 |
| Dan Fifield | \$15.95 | \$15.95 | \$16.43 |
| Timothy Mulder | \$15.95 | \$15.95 | \$16.43 |
| Terry Simmons | \$14.34 | \$14.34/\$15.34 (7/31/09) | \$15.80 |
| John Washburn | \$12.34 | \$12.34 | \$12.71/\$13.71(6/5/09) |
| LeRoy Blair | \$12.34 | \$12.34 | \$12.71/\$13.71(2/5/10) |
| Delmer McCollum | (6/14/07) \$12.34 | \$12.34 | \$12.71/\$13.71(6/5/09) |
| | | | |
| <u>Laborer</u> | | | |
| Delmer McCollum | \$10.40 (6/1-13/07) | | |
| | | | |
| <u>Chief Waste Water Treatment Operator</u> | | | |
| Danny Forbes | \$18.79 | \$18.79 | \$19.35 |
| | | | |
| <u>WWTF Operators</u> | | | |
| John White | \$16.99 | \$16.99 | \$17.50 |
| | | | |
| <u>Senior Water Filtration Plant Operator</u> | | | |
| Earl Measheaw | \$18.79 | \$18.79 | \$19.35 |
| | | | |
| <u>Public Works Crew Leader</u> | | | |
| | \$17.06 | \$17.06 | \$17.57 |