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Collective Bargaining Agreement

8669_02282006

Washingtonville, Village Of And
Upseu (Municipal Employees Unit)

By and Between

**THE VILLAGE OF
WASHINGTONVILLE**

and

**THE UNITED PUBLIC SERVICE
EMPLOYEES UNION**

MUNICIPAL EMPLOYEES UNIT

March 1, 2002 - February 28, 2006

RECEIVED

SEP 03 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT

AGREEMENT entered into this ² day of June 2002, by and between United Public Service Employees Union, hereinafter referred to as the "UNION" having its principal offices in the State of New York, and Village of Washingtonville, hereinafter referred to as the "VILLAGE" located at 28 West Main St., Washingtonville, N.Y., 10992.

ARTICLE 1

WITNESSETH

WHEREAS, the Union has been designated by a majority of the employees of the Employer in the bargaining unit as their sole collective bargaining agent with respect to wages, hours and other conditions of employment, and;

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and of dealing with problems and controversies arising out of employment is through negotiations and agreement in accordance with the Public Employees Fair Employment Act (Article XIV of the New York State Civil Service Law).

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE 2

RECOGNITION

Section A The Village recognizes the Union as the sole and exclusive representative for all bargaining unit positions listed in Paragraph B, (which excludes elected and appointed officials) for the purpose of collective negotiations and administering the contract. Only employees regularly scheduled to work more than fifteen (15) hours per week shall be included in the unit.

Section B INCLUDED TITLES:

Typist
Laborer (Part-time & Full-time)
Maintenance Worker (Part-time & Full-time)
Dispatcher (Part-time & Full-time)
Clerk (Part-time & Full-time)
Secretary to Planning Board
Secretary to Zoning Board of Appeals
Deputy Treasurer

Chief Waste Water Operator
Assistant to the Village Justice

Excluded: All other Employees

Section C "Part-time" shall be defined as anyone working less than forty (40) hours per week.

ARTICLE 3

DUES AND AGENCY FEES

Section A The Village shall deduct from the wages of all employees in the unit and remit to United Public Service Employees Union ("UPSEU") regular membership dues and other authorized UPSEU deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions.

Section B The Village shall deduct from the wages of employees in the bargaining unit who are not members of UPSEU an amount of money equivalent to the dues levied by UPSEU and shall transmit the sum deducted to UPSEU in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. Such agency fee deductions shall be made in the same procedure and manner as the regular dues deductions. Said dues and agency fees shall be remitted to the United Public Service Employees Union, 3555 Veteran's Memorial Highway, Suite H, Ronkonkoma, New York 11779

Section C The Union shall indemnify the Village and any representative of it and hold the Village and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the Village or any of its representatives for the purpose of complying with provisions of this Agreement and/or state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be members of the Union. In addition, the Union shall reimburse the Village for any and all legal expenses associated with the defense of any such claim, demand, or suit.

ARTICLE 4

UNION RIGHTS

Section A The Village agrees that the Union shall have the sole and exclusive right to

designate its own representatives, direct and manage its own affairs, to process grievances, disciplines, discuss labor management issues, and access to employees provided access does not interrupt the performance of normal duties and responsibilities of employees. Every effort will be made to hold such work interruptions to a minimum.

Section B The Union shall have access to a bulletin board at the DPW garage, Village Hall and Police Department.

Section C The Village shall grant a total of two (2) days, per year, of employee organization leave (not chargeable to any other leave accruals) to the Chief Shop Steward or one designee, for official union business other than procedures under the grievance procedure Article 5.

A Union representative shall be granted a reasonable amount of time off to represent other employees at grievances that have not been resolved by the Village. Such time shall be granted without charge to any other leave accrual.

ARTICLE 5

GRIEVANCE PROCEDURE

Section A Purpose:

It is the policy of the parties that all grievances be resolved at the earliest possible stage of the grievance procedure. Formal or informal settlements at any stage of the grievance procedure shall bind the parties to the settlement.

Section B Definitions:

1. A **grievance** shall be defined as an alleged violation of a specific provision of this agreement.
2. A **grievant** is an employee or group of employees who submit a grievance, or on whose behalf it is submitted by the Union.
3. A **day** means a workday.

Section C Procedure:

The Employee shall present their grievance within thirty (30) days after the date on which the action or omission given rise to the grievance occurred. Before the submission of a written grievance the aggrieved party or the shop steward should

attempt to resolve the grievance orally with the grievant's immediate supervisor.

STEP 1

If the grievance is not resolved informally it shall be reduced to writing and submitted to the supervisor of the Department (i.e. Street Department, Waste Water, Water Treatment and Police Department). The grievant shall identify the Article of the Contract that has been violated and the remedy sought.

The supervisor of the Department shall meet with the employee, the shop steward and the Union representative within five (5) days of the submission of the grievance. The supervisor shall render a decision in writing no later than ten (10) days after the meeting.

STEP 2

If the grievant or the Union is not satisfied with the response, he/she may appeal the decision within ten (10) days to the designated trustee. The designated trustee shall review all documents and render a decision no later than ten (10) days after submission of the grievance.

STEP 3

If the Union is not satisfied with the designated trustee's response, it may, within ten (10) days, submit the grievance to the Village Board for its determination.

STEP 4

If the Union is not satisfied with the Board's decision, it shall within ten (10) days, submit the grievance to Arbitration. The demand shall be filed with the American Arbitration Association and shall be resolved pursuant to the Labor Arbitration Rules of the AAA. The decision of the Arbitrator shall be advisory. The losing party shall pay the arbitrator's fees.

ARTICLE 6

COMPENSATION

Section A Wage Increases

Employees shall receive wage increases in accordance with the salary schedule annexed hereto as Appendix A.

Section B Overtime:

All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employees hourly pay. An employee with the approval of his/her supervisor may choose to be paid overtime in compensatory time. Said election shall be made within two days of earning the compensatory time. Each March 1, employees may request a buyout of their accumulated compensatory time, either partially or entirely. The Village shall respond to said request within fourteen (14) days and accept, reject or limit said request.

Section C Call-in

Should an employee be called in to return to work after finishing for the day, such employee shall be paid for a minimum of three (3) hours, at the time and one-half (1 1/2) rate, regardless of the duration of the job. Employees may be assigned work as needed.

Section D Longevity

Upon completion of 10 years of continuous service 2% of base salary
in the Village

Upon completion of 15 years of continuous service 3% of base salary
in the Village

Upon completion of 20 years of continuous service 4% of base salary
in the Village

Longevity shall not be cumulative.

ARTICLE 7.

INSURANCE

Medical, Dental and Vision coverage for full time employees paid for by the Village starts the first day of the calendar month which follows the thirtieth (30th) day of employment. When employment is ceased, health care coverage terminated at the end of the current month, except as provided by COBRA.

Section A Dental Insurance

No later than August 1, 2002, the Village shall pay up to \$30.00 per month

per full-time employee for individual dental coverage selected by the Union. Effective March 1, 2004 and March 1, 2005 this amount shall be increased to \$35.00 and \$40.00 respectively.

No later than August 1, 2002 the Village shall pay up to \$50.00 per month per full-time employee for family dental coverage selected by the Union. Effective March 1, 2003, March 1, 2004 and March 1, 2005 this amount shall be increased to \$55.00, \$60.00 and \$65.00 respectively. The employee shall be responsible for the difference in amount, if any.

Section B Health Insurance

The Village shall join the Empire Plan (Core Plus Medical and Psychiatric Enhancements Plan) as soon as practical. All employees hired after March 1, 2002 that are eligible for health insurance benefits shall be required to contribute 15% of the cost of the individual or family health insurance premium. The Village reserves the right at any time to offer additional health insurance plans with different benefits. When additional plans which are more costly are offered, the employee shall pay the difference in premiums. The Village reserves the right to change plans provided the new plan is comparable.

Section C Vision Coverage

At the same time the Village joins the Empire Plan, it shall begin to pay \$12.00 per month per full time employee for vision coverage selected by the Union.

ARTICLE 8

TIME RECORDS

Section A Time sheets as supplied by the Village Treasurer shall be submitted each pay period, with time cards attached, checked and approved by the department supervisor indicating the hours worked, the days off, labeled as to whether they are sick, personal, vacation or bereavement time. Any overtime worked will also be indicated on the time sheet.

Section B No time card shall be altered by management without first making a reasonable attempt to contact the employee.

ARTICLE 9

PAY DAY

In the event a payday falls during an employee's scheduled vacation period,

the pay check for that pay period will be made available to the employee of the last day of work before beginning his/her vacation. At least two (2) weeks notice must be given to the Village clerk in order to have the vacation check made available.

Each March of the agreement, employees shall receive a salary statement setting forth the rate of pay, longevity (if any) and stipends (if any).

ARTICLE 10

WORKDAY/WORKWEEK

Section A The regular work day of all full-time employees shall be eight (8) consecutive hours including the meal period. Current DPW employees' hours shall be from 7:00 a.m. to 3:00 p.m. unless otherwise agreed to between the employees and the Village. There shall be no shift splits for snow removal.

Notwithstanding the foregoing, in cases of emergency and on 24 hours notice, the Village may schedule additional shifts other than 7:00 a.m. to 3:00 p.m. for current DPW employees without resort to overtime (for the first eight hours). Such employees, however, shall be paid a shift differential of 10% of their hourly rate for each hour worked outside the 7:00 a.m. to 3:00 p.m. shift. In addition, employees hired after January 1, 2000 can, in the discretion of the Village, be scheduled to work shifts other than 7:00 a.m. to 3:00 p.m. without notice. If these employees are scheduled to work outside the 7:00 a.m. to 3:00 p.m. shift, they shall receive the differential.

Section B The regular workweek of all full-time bargaining unit employees employed by the Village on or before March 1, 2002 shall be forty (40) hours, Monday through Friday. For employees hired after March 1, 2002 the Village reserves the right to schedule their workweek other than Monday through Friday. Such individuals may be assigned a Tuesday to Saturday workweek or Sunday through Thursday workweek.

Section C Full time Police Dispatcher hours shall work eight (8) hour shifts as determined by the Chief of Police.

ARTICLE 11

VACATION LEAVE

Regular full-time employees earn vacation time each fiscal year (March 1 - February 28). The amount of vacation time earned is based on length of service and must be taken during the fiscal year, except as noted below.

Because of scheduling needs, the dates requested for vacation are subject to Department Head approval. Employees must submit their vacation requests to Department Heads no later than March 1st and scheduling is subject to approval of the Village Board. Department Heads may limit the number of employees who may be out at a given time. If there are any conflicts, job seniority rules.

If a pay day occurs during an employee's vacation, he/she can request pay in advance, through the Village Treasurer at least two (2) weeks in advance.

Employees shall be granted vacation leave with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Allowance</u>
After first and second years	10 days
After third year	15 days
After seventh year	20 days

Employees may carry over into the next vacation year a total of five (5) days which must be taken/used by April 30th of that vacation year

ARTICLE 12

SICK LEAVE

Full time and part-time employees are eligible for sick leave.

Sick leave credits are accumulated at the rate of one (1) day for each full month of employment with one (1) extra day in March. This credit shall be awarded at the end of each month. Sick leave may be carried over from one anniversary to the next up to a maximum of 190 days. For illness less than three (3) days, an employee may be required to submit a doctor's note. For illness of three (3) days or more, a doctors note must be submitted in order to receive sick pay.

Upon termination of employment, employees will be paid for one-half (1/2) of their accumulated sick time.

Part-time employees shall accrue sick leave on a pro-rata basis.

ARTICLE 13

PERSONAL LEAVE

Section A All employees shall be granted three (3) days of personal leave after one (1) year of continuous service.

Section B A request for a personal day should be made to the department head or trustee in charge of the department as soon as the employee knows he/she wishes to take a personal day.

ARTICLE 14

BEREAVEMENT LEAVE

In case of death of an employee's spouse, child or parent, the employee shall be permitted to be absent with pay for a period of five (5) consecutive work days. In case of death in an employee's immediate family, the employee shall be permitted to be absent with pay for a period not to exceed three (3) consecutive work days. The term immediate family shall include the following: brother, sister, grandparents, grandchildren and mother/father in-law of the employee.

ARTICLE 15

JURY DUTY

All bargaining unit members required to serve on a jury will be allowed to perform that service without losing benefit time or salary from his/her regular salary. Employees discharged early from jury duty may be required to report to work.

ARTICLE 16

HOLIDAYS

The Village will observe the following holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Columbus Day

Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.

ARTICLE 17

POSTING AND FILLING OF VACANCIES

When practical all vacant positions in the unit shall be posted for a period of ten (10) working days. The posting, as a minimum, shall include: job title, description of duties, qualifications required and salary.

ARTICLE 18

SENIORITY

Seniority shall be defined as the length of service with the Village from the employee's first date of hire. All part-time service shall be prorated.

ARTICLE 19

WORKING CONDITIONS

Section A UNIFORMS AND PROTECTIVE EQUIPMENT

1. DPW Employees

The Village of Washingtonville will provide, at its expense, two pairs of work boots, five (5) sets of shirts, pants, t-shirts, coveralls, cold weather jacket and safety equipment and/or gear as maybe reasonably needed to DPW employees. The Village shall clean all uniforms at its expense. The employee will be responsible for all expenses as the result of the neglect, abuse, or loss of uniforms. The employee will wear uniforms when working unless excused by the department supervisor.

2. Full-time Dispatchers

Full time Police Dispatchers will receive \$475.00 per annum for dry-cleaning expenses during the first year of the agreement, \$500.00 per annum during the second year of the agreement and \$525 during the third year of the agreement and \$550.00 during

the fourth year of the agreement. Uniform allowances shall be paid in two (2) installments - April and October of each year. Employees who receive a uniform allowance and then leave the employ of the Village shall be required to reimburse the Village a pro-rata share of the uniform allowance. This amount may be deducted from the employee's paycheck. In addition, the Village shall provide two pairs of pants, two short sleeve shirts, two long sleeve shirts and other reasonably necessary equipment on an annual basis or when reasonably needed.

Section B Mileage Reimbursement

The Village will pay the IRS mileage rate for employees required to use their own vehicles in the pursuit of Village business.

Section C Job Description

Upon request, an employee will be supplied a copy of his/her job description.

Section D Discharge and Discipline

Employees with three (3) years of continuous service in the Village shall be afforded the protection of Section 75 of the Civil Service Law as it relates to removal and/or suspension. Discipline of employees shall not be covered by the grievance procedure of this contract.

ARTICLE 20

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the Village retains full responsibility and sole right of management of the Village, its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer, assign work, discontinue operations or subcontract work (provided the subcontracting does not result in the lay off of unit employees); to establish work hours/schedules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

This agreement shall constitute the entire agreement of the parties. Terms not covered by this agreement shall continue to be subject to Village control. However, nothing in this Article shall be construed as a waiver of the Union's right under the Taylor Law to bargain the effects of any such decision made by the Village.

ARTICLE 21

MISCELLANEOUS PROVISIONS

Section A Tuition Reimbursement

The employer shall pay for any course or training that is required for employees to maintain licenses. Any employee who fails to complete the course, does not pass the course or leaves the Village's employ within one (1) year after the course was to be completed, shall reimburse the Village for all tuition costs.

Section B Life Insurance

The Village shall provide a term life insurance policy in the face amount of \$25,000 for all full-time employees with one (1) year of service. The Village reserves the right to change life insurance companies.

ARTICLE 22

MANDATED PROVISION OF LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23

SEPARABILITY

In the event that any provisions of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 24

DURATION

This agreement shall be in effect from March 1, 2002 through February 28, 2006.

Village of Washingtonville

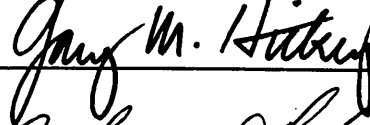
United Public Service Employees Union



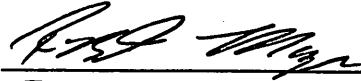
Leonard Curcio, Mayor

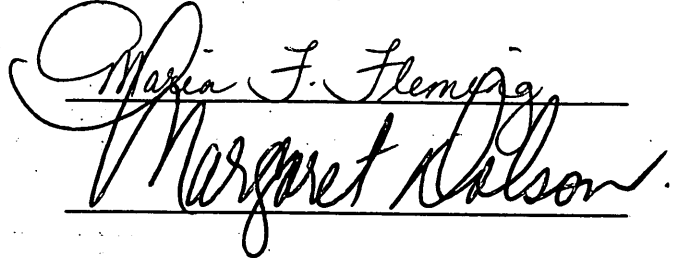


Kevin E. Boyle, Jr., President











APPENDIX A

Unit members shall receive increases as follows:

1. Full-time Dispatchers shall receive the following increases in their hourly rates of pay:

3/1/02	9/1/02	3/1/03	9/1/03	3/1/04	9/1/04	3/1/05	9/1/05
1.50	.50	.50	.50	.50	.50	.50	.50

Full time dispatchers shall not receive the percentage increases set forth below.

2. Part-Time Dispatchers:

Effective 3/1/02 the minimum rate of pay for all new hires shall be \$9.00 per hour. All part-time dispatchers currently employed by the Village shall receive an increase of \$1.00 per hour effective March 1, 2002. Thereafter the hourly rates for part-time dispatcher shall increase by 4.5% effective March 1, 2003, 4.5% effective March 1, 2004 and 4.5% effective March 1, 2005.

3. DPW employees

a. Each of the following DPW employees will receive increases of 4.5% in their hourly rates of pay in each year of the contract. In addition, in the first year of the agreement only, the individuals shall receive an additional stipend to their hourly rates which is referenced below:

M. Blanchette (.25)
W. Pentz (.25)
R. Morgan (.40)
N. Garcia (.40)
W. Mann (.60)

b. All other DPW employees shall receive increases of 3.5% in each year of the agreement.

4. All other Village employees covered by this agreement shall receive increase of 3.5% in each year of the agreement.