



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Medina, Village of and Village and Clerical Employees (2008)**

Employer Name: **Medina, Village of**

Union: **Village and Clerical Employees**

Effective Date: **06/01/08**

Expiration Date: **05/31/11**

PERB ID Number: **8583**

Unit Size: **3**

Number of Pages: **10**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

VILLAGE OF MEDINA

SALARY AND BENEFIT AGREEMENT

BETWEEN

THE VILLAGE AND

CLERICAL EMPLOYEES

JUNE 1, 2008 TO MAY 31, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 27 2009

ADMINISTRATION

All full-time clerical employees shall have the following benefits. Full-time employees will work 40 hours a week. Each employee shall be entitled to one-half hour unpaid lunch and one 15 minute break during the first half of her/his shift and one 15-minute break during the second half of her/his shift. The workday hours will be established by the Village of Medina Board to best serve the general needs of the public. The DPW and Public Safety clerical workday will be 8:00 AM to 4:30 PM. The Village Clerk's clerical workday will be 8:30 AM to 5:00 PM.

1. Jury Duty

An Employee who serves on Jury Duty shall be paid his or her regular pay. The Village will make no payment if the Employee volunteers for Jury Duty.

2. SICK LEAVE: Sick time will be earned and accumulated by each employee as follows-

1.50 Days per month to a maximum of 275

Employees on approved sick leave will be paid normal rate of pay for the accumulated maximum days allowed as outlined above.

In the event of three (3) consecutive days of absence on unauthorized sick leave, a doctor's certificate or other proof of illness shall be required. The Department Head may, at his or her discretion, require proof of illness of a shorter duration.

Employees on approved sick leave shall be paid at the regular straight-time wages at eight (8) hours per day, for the maximum days allowed as outlined above. Employees, whose accumulated sick days are less than maximum days allowed as outlined above, shall be paid at the regular straight-time wages at eight (8) hours per day for the number of sick days entitled to them. No more than the maximum working days allowed as outlined above will be paid to an Employee in any fiscal year.

Employees who have reached the cap of two hundred seventy-five (275) days may annually "sell back" to the Village four (4) days per year, payable after May 31st and payment will be made at the employee's rate of pay for the immediate prior fiscal year.

THE EMPLOYER AGREES TO PAY, PER FISCAL YEAR, THE FOLLOWING FOR UNUSED SICK TIME, WITH NO ACCUMULATION OF SICK DAYS NEEDED:

Number of sick days used:	Pay equivalent to:
0	5 DAYS' SALARY
1	4 DAYS' SALARY
2	3 DAYS' SALARY
3	2 DAYS' SALARY
4	1 DAY'S SALARY

The payment will be made after the end of the fiscal year (May 31) and will be at the rate of pay for the immediate prior fiscal year. Any accumulated sick days, to the maximum days allowed as outlined above at the time of Retirement or Termination, can be applied to Health Insurance Coverage at the per diem rate in effect at the time of such Retirement or Termination. Upon the Death of an Employee during employment with the Village of Medina, or death after retirement

from the Village, all unused accumulated sick time, to a maximum of 90 days, will be converted to Hospitalization coverage for a spouse or dependents 19 years or younger.

When an Employee retires and opts not to convert unused sick time into Health Insurance HE/SHE will be paid half the value of the (accumulated unused sick time) in a cash buyout to be paid over the next three years upon retirement.

Each Employee shall, with Department Head approval, be granted five (5) hours in total in each year of this contract in order to visit doctors or dentists without a loss in pay for such time used.

3. PERSONAL LEAVE

The employee will be entitled to six personal leave days per year after one year of service. The employee's Department Head must approve all personal leave time.

4. BEREAVEMENT LEAVE

In the event that an Employee is bereaved by the death of a parent, grandchild, grandparent, brother, sister, child, spouse, spouse's parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or aunt, uncle or cousin such Employee shall be entitled to a leave not to exceed four (4) Calendar days, such Employee shall receive her/his regular straight-time wages for the days the Employee was scheduled to work provided:

The Employee attends the funeral/service scheduled by the family.

Bereavement leave shall not apply during periods when the Employee involved is absent from work because of sickness, leave of absence or any other leave. If bereavement occurs during an Employee's scheduled vacation or personal leave day, such vacation or personal leave day shall be rescheduled to a time agreeable to the Employee and the Department Head.

5. HOLIDAYS: Eleven Paid

New Year's Day
Presidents' Day
Good Friday
Memorial Day
July Fourth
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

In addition to the above, clerical employees will not be required to work after 1:00 PM on either Christmas Eve day nor on New Year's Eve day if these days fall on a Monday through Friday. However, Clerical employees will be paid straight pay for eight hours when this occurs.

6. VACATION

The employee will have ten days vacation after twelve months from date of full time employment until end of fifth year. Fifteen days after five years and an additional day for each year over five years. All vacation time must be approved by the employee's Department Head. Each employee may, at his or her option, carry over a maximum of five (5) unused days of vacation into the next fiscal year.

7. LONGEVITY

Longevity payments will be paid on the first pay date after the Anniversary Date of the employee's date of hire with the Village. At the end of the employee's year of service to the Village the employee will receive the following stipend:

	08-09	09-10	10-11
4-9 Years	\$625	\$675	\$725
10-15 years	\$775	\$825	\$875
16-20 years	\$950	\$1000	\$1050

Twenty-one years and more, the employee will receive an additional \$50.00 per year. (i.e. in 08-09, with 21 years of service, stipend would be \$1000.00; 22 years of service would get \$1050.00, etc.)

8. HOSPITALIZATION:

Employees will choose Community Blue II or Community Blue II Advantage with a Dental Rider including Orthodontics. The co-pay for prescriptions is the lowest cost Three-Tier program offered. Also, the co-pay for hospitalization will be zero cost for the employee.

The employee will contribute 10% of the total monthly cost of her/his health insurance. This will be paid weekly through payroll deduction.

If the Employee elects not to participate in the Health Care Coverage Plan provided by the Village (due to duplicate coverage) the Village will pay a stipend to the employee per year as follows:

- Single coverage - \$1500
- Family coverage - \$3000

Stipend will be paid to said Employee at the end of the Fiscal Year (June 1), or as soon as possible. Decisions have to be made by May 31 of that year that the policy is not needed. No employee will be allowed to be without coverage.

9. RETIREMENT PLANS

- Tier I -New York State Retirement Plan; 75G Career Plan, Section 41j, 60B & 751
- Tier II -New York State Retirement Plan; 75G, Section 41j
- Tier III -New York State Retirement Plan; 75G, Article 14 & Section 41j
- Tier IV -New York State Retirement Plan

10. TRAINING

The employer will pay the employee for up to 40 hours of training per year, with prior approval of her/his Supervisor, for attending job related training (courses) during non-working hours. Training hours will be paid at regular

straight time wage. The Village will pay fees/tuition/material(s) cost for all approved training courses. Training hours must be taken and completed to be eligible for payment. The employee will provide the employer with proof of completion of any such training course, within ten (10) days of the course's completion. In the event that the employee can not provide this proof, the employee will reimburse any and all expenses paid by the Village to the Village immediately. Considers tuition and books reimbursement for online classes the same as brick and mortar schools as long as accredited. 100% for grade C and above and courses have to be pre-approved and job-related.

11. PERSONNEL RECORDS

All Employees, upon request, shall be given a reasonable opportunity to review their official personnel files maintained by the Employer. These files shall contain any and all job evaluations, commendation, and records of disciplinary actions if they have been resolved in favor of the Employer. Upon review of their file, Employees may request and shall be provided with copies of all documents and notations, which they had not previously been given. Records pertaining to pending departmental and criminal investigation respective to an Employee shall not be a part of the Employee personnel file. No letter of criticism, poor evaluation, reprimand or any other document which could affect an Employee's job security, may be placed in an Employee's official personnel file without the Employee's simultaneously being given a copy of such material. Should the Employee disagree with all or any part of such letter of criticism or reprimand, the disciplinary procedures outlined under Section 75-77 of the Civil Service Law and this agreement shall apply. Should the Employee disagree with all or any part of any job evaluation or other documents not otherwise mentioned herein, he/she shall have the right to seek removal of such documents or any parts thereof, by filing a grievance under the Grievance and Arbitration procedures of this contract.

The Employee shall have the right to request inclusion of any document that he or she feels should be included in his or her official personnel file, subject to the same Grievance and Arbitration Procedure.

12. GRIEVANCE PROCEDURE

For the purposes of this section, the term "Grievance" shall mean a claimed violation, misunderstanding or inequitable application of the existing rules, procedures, or regulations covering working conditions applicable to a member of this Bargaining Unit and shall include all the provisions of this agreement and the labor laws of this state. A grievance shall not include disciplinary action against an Employee.

Any Employee having a grievance shall present it to the Employer as follows:

Step 1- Departmental Resolution

- (a) The grievance shall be first presented, orally or in writing to the department head under which the Employee works, within five (5) calendar days from the occurrence of the alleged grievance. A Representative may be present. The Representative will be someone chosen by the Employee. The Representative, with or without the Employee, may discuss the grievance with such department head.
- (b) If the grievance remains unresolved after five (5) days, it shall be submitted in writing by the Employee or the Representative to the Mayor who, within seven (7) days, shall reply in writing to the Employee or Representative.

Step 2 -Employer Resolution

- (a) If the Mayor's reply is not satisfactory to the Employee or to the Bargaining Unit, the Employee may submit an appeal on an agenda to the Employer. A meeting between two (2) Representatives of the Bargaining Unit (including the Employee who brought the grievance) and two (2) Representatives of the Employer shall be arranged to discuss the grievance or grievances appearing on the agenda within ten (10) days from the date the agenda is received by the Employer. Any decision of the Employer shall be in writing and shall set forth the basis for such decision in support thereof.
- (b) If the resolution of the Employer is not satisfactory to the Employee or the bargaining unit, the matter may be submitted to arbitration, as hereafter set forth within seven (7) days from the date that the written decision of the Employer is received by the employee or the representative of the employee. The Employer must respond with ten (10) days.
- (c) If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time that would have been allotted had the decision been communicated on the last day of the specified time. Only by mutual written agreement may the time limits be extended. The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.
- (d) Employer Grievances. The grievance procedure shall be utilized by the Employer in processing Employer grievances relating to the interpretation and application of this Agreement. In processing such grievances, the Bargaining Unit shall observe the specified time limits in answering.
- (e) Arbitration. Any and all grievances or disputes that should arise with respect to the interpretation or application of any of the provisions of this agreement which have not been previously adjusted, settled, or finally compromised, shall be submitted to an arbitrator agreeable to both parties, otherwise to be selected under procedures of the American Arbitrators Association. The decision of the arbitrator shall be final and binding.
- (f) The expense of the arbitration procedure shall be shared equally by the Employer and the Bargaining Unit. Each party shall, however, bear its own legal expenses and those of its witness to the proceeding.
- (g) The arbitrator shall have no power to add, subtract from, or modify any of the terms of this agreement.
- (h) Mutually satisfactory arrangements may be made to handle grievance during working hours provided that said meeting shall not interfere with the Employer's required operations and/or with the work of the Representative and/or Employee's assigned to duty at the time.
- (i) The Bargaining Unit and the Employees agree that in the Grievance and Arbitration Procedures herein contained shall be exclusive means of resolving disagreements or disputes between the parties.

(j) The Bargaining Unit agrees that it will not engage in any strike, slowdown, picketing, boycott, or any other Bargaining Unit activity directed against the business interests or operations of the Employer, nor cause, instigate, or condone such action. The Employer agrees that there shall be no lockouts.

13. WAGES: Clerical employees will be paid weekly in 52 equal pays per fiscal year.

Keyboard Specialist will be upgraded to Account Clerk Typist position with an adjustment of not less than \$.50 per hour increase upon passing the Civil Service Exam for that position. This will be a department specific non-competitive promotion approved by the department head and called for by the Village Board.

The Account Clerk Typist position will also be upgraded to Senior Account Clerk, upon passing of the Civil Service Exam with an adjustment of not less than \$.50 per hour increase. This will be a department specific non-competitive promotion approved by the department head and called for by the Village Board.

Annual increases in salary will be as follows:

2008-09 3.5%

2009-10 3.5%

2010-11 3.5%

If the three and one-half (3 1/2) percent is less than fifty cents (\$.50), then it will be a fifty cent (\$.50) increase.

New Hires: Beginning annual salary for Account Clerk/Typist will be in the range of \$20,000.00 to \$ 25,000.00.

14. CAFETERIA PLAN

The employer agrees to provide access, at no cost to the employee, to a Deferred Compensation Plan.

The clerical employees will have the opportunity to participate in any type of insurance plan offered any other bargaining unit that incurs no cost to the Village.

15. NOTARY STIPEND

An annual \$350.00 stipend will be paid to any Clerical Employee who is a Notary Public. The Village of Medina agrees to pay for the cost of the class, the test and any annual renewal fees for each clerical employee. The payment will be made upon the first anniversary date of acquiring the licensure and each anniversary thereafter. The license must be kept current to qualify for this stipend

16. MILEAGE: Employees will be reimbursed for mileage as per Village policy (IRS business rate) when on Village business while using employee's personal vehicle. Employee will document mileage and voucher for payment. Department Head will approve documentation for payment.

17. COMPENSATORY TIME: If a clerical employee works overtime at the need of the Department Head, the employee will receive 1.5 pay for those hours. The employee may request comp time at the rate of 1.5 hours instead of salary compensation if the Department Head concurs.

18. Addition of the Family and Medical Leave Act of 1993 under Public Law 103-3 Enacted February 5, 1993

19. In cases of unexpected emergency events that impact the Village, if any clerical employee is sent home and paid for the scheduled time and other clerical employees stay to assist their department when requested, they shall receive compensated like time off at a later date.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on January 29, 2009.

SIGNATURE/ DATE FOR VILLAGE:

Andrew 1/29/09

SIGNATURE/DATE EMPLOYEES:

Lail Kawan
Dawn Meland
Teresa Caldwell

