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Contract Database Metadata Elements

Title: **Fort Edward, Village of and Public Works Employees Association (2002)**

Employer Name: **Fort Edward, Village of**

Union: **Public Works Employees Association**

Local:

Effective Date: **06/01/02**

Expiration Date: **05/31/07**

PERB ID Number: **8422**

Unit Size: **5**

Number of Pages: **11**

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AGREEMENT
BETWEEN
VILLAGE OF FORT EDWARD
AND THE
PUBLIC WORKS EMPLOYEES ASSOCIATION
JUNE 1, 2002 - MAY 31, 2007

RECEIVED

JUN 16 2005

MYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

WHEREAS, the Village Board of Trustees and the Public Works Employees Association recognize a joint and mutual interest in the growth and well being of the Village of Fort Edward.

The Village Board and Public Works Employees Association agree to cooperate with each other at all times in maintaining harmonious relations, and promoting the efficient operation of the Village with particular emphasis upon the economical operation of the Village.

ARTICLE I - RECOGNITION

1.1 The Board of Trustees of the Village of Fort Edward recognizes the Public Works Employees Association of Fort Edward for the purpose of collective negotiations pursuant to the Public Employees Fair Employment Act, as the exclusive representative of a negotiating unit consisting of members of the Public Works Department of the Village of Fort Edward.

1.2 In the event of a challenge, the Board will proceed pursuant to the regulations of the Public Employees Relations Board established under Article 14 of the Civil Service Law.

ARTICLE II - MANAGEMENT OF THE VILLAGE

2.1 It is mutually agreed that the Board of Trustees has and will retain exclusive right and authority to manage the Village and to direct the working force including, but not limited to, the right to plan, direct, control all the operations in the village, the right to establish changes or introduce new or improved methods.

2.2 The Board has the right to hire, promote, suspend, transfer, discipline or discharge employees of the Village of Fort Edward for legitimate reasons, in accordance with the law.

2.3 All rights, powers, functions, or authority possessed by the Board of Trustees are retained by the Board except those rights specifically modified by this agreement or any supplement to this agreement arrived at with the Public Works Employees Association through collective bargaining.

ARTICLE III - NEGOTIATING PROCEDURE

3.1 **NEGOTIATING TERMS** - The Board, or designated representatives of the Board, will meet with representatives of the Public Works Employees Association for the purpose of discussion and attempting to reach a mutually satisfactory agreement.

3.2 **OPENING NEGOTIATIONS** - Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 45 days following such request. Such request shall be made on or before February 1st of each fiscal year. All issues proposed for discussion shall be submitted in writing by the Public Works Employees Association to the Board or its designated representatives at the first meeting. The Board shall submit, in writing, to the Public Works Employees Association representatives all additional issues upon which its wished to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties concerned.

3.3 **EXCHANGE OF INFORMATION** - Both parties agree to furnish each other, upon reasonable request, information pertinent to the issue or issues under consideration.

3.4 **CONSULTANTS** - The parties may call upon consultants to assist in negotiations. If either party plans to have a consultant at a conference session, they must notify the other party two (2) working days prior to the session. The expense of such consultants shall be borne by the party requesting them.

3.5 **COMMITTEE REPORTS** - The parties agree the proceedings of the negotiations shall not be released unless approved by both parties.

ARTICLE IV - GRIEVANCE PROCEDURE & ARBITRATION

4.1 DECLARATION OF PURPOSE - Whereas, the establishment and maintenance of harmonious and cooperative relationship between the Board of Trustees and the Public Works Employees Association is essential to the operation of the Village, it is the purpose of the procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of the PWEA through procedures under which they may present grievances from coercion, interference, restraint, discrimination or reprisal, and by which the Village Board and the PWEA are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

For the purpose of effectively representing its members the PWEA shall designate a Grievance Committee from its membership, of not more than five (5) members. The Board shall be furnished with a list of members on this committee.

The following procedure shall be used in resolving a dispute between the Village Board of Trustees and the PWEA regarding working conditions or contract provisions:

STEP I - Between the member and his immediate supervisor or his representative, provided the Association may, if it so desires, be represented by a member of the Grievance Committee. If the matter is not satisfactorily settled at this point, within two (2) working days, a dated and signed notice by the aggrieved member shall be presented to the Village Board or its representative with a copy given to the PWEA Grievance Committee.

STEP II - Between the PWEA Grievance Committee and the Village Board or their representatives. If the grievance is not satisfactorily settled at this step within ten (10) working days, it may be referred to the next step.

STEP III - A Board of Arbitration consisting of one arbitrator selected by the Village Board and one arbitrator selected by the PWEA, with such selections to be made within five (5) working days of the receipt of notice of arbitration. The two arbitrators selected with attempt to settle with a third arbitrator who shall act as chairman of the Board of Arbitration, and such Board shall meet and hear evidence presented by both parties. If the two arbitrators are unable to agree on a third arbitrator within five (5) working days, they will jointly request service from PERB or the New York State Mediation Board to assign the third arbitrator.

If at any of the foregoing steps a grievance is not settled within the prescribed number of working days as provided in each step above, and it is not thereafter taken to the next step within a like number of additional working days, it shall be conclusively presumed that the grievance no longer exists.

No action or matter shall be considered the subject of grievance unless it is presented at the appropriate step in the grievance procedure within five (5) working days of its occurrence.

By mutual consent between the Village Board and the PWEA, the period of time Steps I to III inclusively, may be extended.

The Village Board and the PWEA may call the aggrieved employee or any other person into any of the meetings provided for in the second and third steps of this article.

Working days referred to in this article shall not include Saturdays, Sundays or Holidays.

No representatives, arbitrators or Board of Arbitrators shall have the right to vary or change and provisions of this agreement.

It is further agreed by the parties that nothing shall become the subject of arbitration by either the Village Board or the PWEA or and individual covered by this contract unless the charging party will show specifically wherein the contract a working conditions had been violated.

ARTICLE V - EMPLOYMENT POLICY

5.1 Wage rates are established by the Village Board, usually incorporated in the village budget, which is available to all employees. (SEE PAY SCHEDULE)

5.2 All hourly employees shall be employed for a forty (40) hour work week. The normally scheduled work week shall consist of five (5) consecutive work days between Monday and Friday, with each work day consisting of eight (8) working hours. Meal periods shall not be considered part of the working time. When necessary, overtime may be required.

Specific work schedules will be established by the department supervisor as is required to accomplish work assignments. Nothing in this policy shall constitute a guaranteed work week or guaranteed work day for any employee.

5.3 Time and one-half shall be paid to all employees for all hours in excess of eight (8) hours per day and forty (40) hours per week. Leave with pay and holidays will count as time worked for the purpose of computing overtime wages. Overtime will be worked only at the direction of the department head.

5.4 An employee called in to work other than his regular working hours will receive two (2) hours call in time at their regular hourly rate plus time and one-half for time worked.

5.5 All members of the PWEA shall receive premium pay in the amount of \$.20 per hour if shift is changed due to emergencies. Such premium pay is in addition to members regular hourly rate of pay.

ARTICLE VI - HOLIDAYS

6.1 Each full time employee will receive the following thirteen (13) paid holidays:

- | | |
|-------------------------------|-------------------------------|
| NEW YEARS DAY | LABOR DAY |
| MARTIN LUTHER KING DAY | VETERANS DAY |
| PRESIDENTS DAY | THANKSGIVING DAY |
| GOOD FRIDAY | DAY AFTER THANKSGIVING |
| MEMORIAL DAY | CHRISTMAS DAY |
| INDEPENDENCE DAY | FLOATING HOLIDAY |
| EMPLOYEES BIRTHDAY | |

6.2 To receive holiday pay, an employee must have reported for work at the usual hour on both the last working day before and the next working day after such holiday, or has been excluded by the department head.

6.3 In the event of emergencies, all employees required to work on Thanksgiving Day, Christmas Day, New Years Day, Independence Day, Memorial Day and Labor Day shall be paid a rate of double time the regular rate plus holiday pay.

6.4 In the event of emergencies, all employees required to work on all other listed holiday shall be paid at a rate of time and one-half the regular rate plus holiday pay.

6.5 Holidays falling on Saturday or Sunday will be observed on the day generally observed in the community. When a holiday falls within an employee's vacation period, he shall receive an additional day of vacation.

6.6 The floating holiday is to be taken the day before or the day after Christmas at the discretion of the Street Superintendent.

ARTICLE VII - VACATIONS

7.1 Vacation periods shall be as follows:

Full-time employees with one (1) year of service	- 1 week
Full-time employees with two (2) years of service	- 2 weeks
Full-time employees with eight (8) years of service	- 3 weeks
Full-time employees with fifteen (15) years of service	- 4 weeks
Full-time employees with twenty (20) years of service	- 5 weeks
Full-time employees with twenty-five (25) years of service	- 6 weeks

7.2 The vacation period shall be from June 1st to May 31st of the following year. Vacations should be scheduled with the department head during the month of June for the fiscal year. Due to excessive workload, one (1) week vacation may be accrued into the following fiscal year.

7.3 Vacations shall be scheduled by the Superintendent of Public Works giving preference to employee choice according to seniority.

7.4 The Village shall have the right to request employees to reschedule their vacations when undetermined emergencies make it necessary.

7.5 In the event an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

7.6 When requested by an employee going on vacation, a three (3) week notice must be given to the payroll clerk for the employee to be given pay before leaving on vacation.

ARTICLE VIII - ABSENCES & LEAVES

8.1 Employees may be absent without deduction of pay or hourly rate as described herein:

SICK LEAVE/SICK RETIREMENT BENEFIT:

Employees hired before 06/01/2002 shall be entitled to nine (9) sick days per year. Upon retirement, resignation or layoff any employee with a minimum of fifteen (15) years of full time service shall receive pay for ½ of their accumulated sick days up to a maximum of sixty (60) days.

Employees hired after 06/01/2002 shall be entitled to six (6) sick days per year. Upon retirement, resignation or layoff any employee with a fifteen (15) years of full time service shall receive pay for ½ of their accumulated sick days.

Employees sick for three (3) consecutive working days may be required to have a doctor's excuse to receive pay. It shall be the responsibility of the employee reporting sick to notify the Street Superintendent or his representative at least three (3) hours prior to said employee's shift. Failure to do so, pay will be docked for that day.

B. FUNERAL LEAVE: All employees shall be entitled to three (3) days funeral leave in the event of a death in the immediate family. The immediate family shall be defined as: parent, spouse, child, brother, sister, step-parent, step-child, step-brother or sister, mother or father-in-law and grandparents.
This leave is not to be deducted from sick leave.

C. JURY DUTY: A regular full-time employee, who loses time from his job because of jury duty, as certified by the clerk of the court, shall be paid by the village the difference between his daily job rate up to the maximum of eight (8) hours, and the daily jury fee for a maximum of ten (10) days, subject to the following conditions:

- 1) When a jury service is completed prior to 1:00PM the employee is required to telephone their supervisor and report to work.
- 2) Time lost because of jury service will not be considered time worked for the purpose of computing overtime.
- 3) The employee must notify his supervisor immediately upon receipt of a summons for jury duty.

D. PERSONAL BUSINESS DAY:

Employees hired before June 1, 2002 shall be entitled to four (4) personal business days per year.

Employees hired after June 1, 2003 shall be entitled to two (2) personal business days per year.

Personal leave may be taken on the basis of half (1/2) days. Personal business days will not accumulate at the end of the fiscal year. Any request that results in hardship to the Public Works Department will be denied.

E. Leave may be granted to an employee, without pay, at the discretion of the Mayor.

ARTICLE IX - INSURANCE

The health insurance provided for all full-time employees of the Public Works Department shall be:

- 1) Effective January 1, 1993, hospitalization coverage will be the 20+ MVP Health Plan. The village will reimburse the employee \$10 toward the \$20 co-pay.
- 2) The village will reimburse up to \$450. per year per employee for dental expenses incurred by employee or family of employee.

The Village will pay 100% of the cost for both family and individual coverage. In the 2003-2004 contract year the pwea will contribute 8% toward the cost of the premium.

The Village reserves the option to negotiate hospitalization coverage during the life of this contract.

The Village will pay the hospitalization for each employee up to age 65.

The employee has the option to remain in the group at their own expense. This will be effective for any employee retiring after January 1, 1993.

Disability Insurance - The village will pay 100% of the cost for NYS Disability Insurance.

ARTICLE X - RETIREMENT

The retirement plan provided for all employees shall be the NYS Employees Retirement System. In addition each employee will be eligible for Section 41j, which credits unused sick days towards retirement.

ARTICLE XI - SAVINGS CLAUSE

In the event that any provisions of this agreement between the parties shall be held by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall be affected thereby, but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clauses or clause.

ARTICLE XII - JOB SECURITY

All employees hired on a full-time basis shall remain probationary for a period of one (1) year of continuous service. Their employment may be terminated at any time at the sole discretion of the village. During this probation the Superintendent of Public Works should make periodic evaluation reports on new employees and submit them to the Village Board.

ARTICLE XIII - SENIORITY

Permanent and provisional employees seniority shall commence on the date of his first day of full employment. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bonafide illness or injury certified by a physician no in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- a) Discharge
- b) Resignation
- c) Failure to return promptly after expiration of authorized leave.
- d) Engaging in any employment during a period of leave.
- e) Absence for illness or injury for more than one (1) continuous year.

In the event of a layoff the last full time employee within a job classification hired shall be the first laid off. Employee shall retain the rights for a period of six (6) months. In the event of a recall the last employee laid off shall be the first rehired.

ARTICLE XIV - DISCIPLINE

It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining any village employee, regardless of his seniority, for just cause. In the event that a disciplined or discharged employee feels he has been unjustly dealt with, said employee or the PWEA, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the village within three (3) working days from the time of discharge. Said employee's complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute, except as otherwise provided by law.

VILLAGE RULE PERTAINING TO DISCHARGE

Among the offenses, which may result in immediate suspension or discharge upon the first violation, are the following:

- 1) Theft of village property, personal belongings of fellow workers, or private property while representing the village.
- 2) Dishonesty in reporting time worked, sick time, etc.
- 3) Insubordination or refusal to obey any reasonable order given by a supervisor except in case of an emergency.
- 4) Leaving the job without the permission of immediate supervisor except in case of an emergency.
- 5) Assault, horseplay or disorderly conduct during working hours.
- 6) Reporting for work while under the influence of intoxicants or drugs. Distributing or using intoxicants or drugs during working hours.
- 7) Carelessness or violation of safety rules, which might seriously injure or endanger a fellow employee or any other person in the work area.
- 8) Wanton or careless destruction or damage to machinery, equipment, tools, buildings or other property whether owned by the village or someone else.
- 9) Failure to report for work as scheduled.

ARTICLE XV - JOB CLASSIFICATIONS

<u>NAME</u>	<u>TITLE</u>	<u>STARTING DATE</u>
BENNETT, RAYMOND	MEO	06/19/78
GOSLINE, DANIEL	MEO	12/01/80
MARLOW, JAMES	MEO	06/06/77
O'CONNELL, ARVID	WATER PLANT OPERATOR	01/03/84
PHILLIPS, ROBERT	LABORER	06/01/75
STIMPSON, KEVIN	MEO	06/03/85

ARTICLE XVI - PAY SCHEDULE

	06/01/03	06/01/04	06/01/05	06/01/06	06/01/07
LABORER	12.48	12.85	13.24	13.64	14.05
MEO	13.79	14.20	14.63	15.07	15.52

The first year salary of any new employee shall be at the discretion of the Village Board

ARTICLE XVII - WORKING LEADER

The Village Board has the right to appoint an employee of the village to the position of working leader on an as needed basis. This job entails supervising employees on projects which he is responsible for. The working leader is under the direct control of the Highway Superintendent.

Any employee appointed to this position will receive \$.50 per hour above the MEO rate for each shift during which they serve as working leader.

ARTICLE XVIII - SAFETY SHOES

The village will reimburse up to \$80.00 per year the cost of safety shoes.

ARTICLE XIX - TERMS OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understanding and agreements arrived at by the parties are set forth in the memorandum of understanding and agreements arrived at by the parties are set forth in the memorandum of understanding. Therefore, the Village and the PWEA, for the term of this agreement, agree that neither shall be obligated to bargain collectively with regard to any matter which is properly the subject of collective bargaining, whether covered or not, by the consent of the above parties that the agreement may reopen for discussion of specific items.

The PWEA agrees it does not assert the right to strike against the Village of Fort Edward, to assist or upon its members to conduct, assist, or participate in any such strike.

This agreement signed the 1st day of June, 2002 shall be come effective June 1, 2002, except as otherwise specifically provided and shall remain in full force and effect until May 31, 2007 inclusive, and from year to year thereafter, unless either party gives to the other party a notice in writing during the thirty (30) day period prior to February 1st of any succeeding year, its desire to cancel or change this agreement.

In the event a notice of desire to change is given as aforesaid and the parties do not agree in writing upon the changes to be made, this agreement shall nevertheless continue in effect in its entirety.

For the purpose of this article, it will be considered that notice has been given by the PWEA when the same has been sent by registered mail addressed to the Mayor of the Village of Fort Edward.

It is mutually understood and agreed the Federal or State legislation or governmental regulation in effect or which may be enacted or issued and which may be contrary to any provisions of this memorandum or understanding shall cancel such provisions in conflict therewith but shall not effect the other provisions of this agreement.

It is mutually understood that all provisions of this agreement are subject to approval by the legislative body.

DATED 2/3/03


PWEA


VILLAGE OF FORT EDWARD