



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](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Gouverneur, Village of and Gouverneur Clerical Association (2004)**

Employer Name: **Gouverneur, Village of**

Union: **Gouverneur Clerical Association**

Local:

Effective Date: **06/01/04**

Expiration Date: **05/31/06**

PERB ID Number: **7600**

Unit Size: **2**

Number of Pages: **11**

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/>

WC | 7600

**AGREEMENT**

between

**VILLAGE OF GOUVERNEUR**

and

**GOUVERNEUR ~~GENERAL~~ ASSOCIATION**

**JUNE 1, 2004**

to

**MAY 31, 2006**

**RECEIVED**

JUL 18 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## **ARTICLE I -- RECOGNITION**

**Section 1** The Village of Gouverneur (hereinafter referred to as the "Village") recognizes the Gouverneur Clerical Association (hereinafter referred to as the "Association") as the sole and exclusive representative of all Clerical employees for the purpose of collective bargaining terms and conditions of employment and 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, or 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 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** When a bargaining unit member is required to attend a Village Board meeting, Special Board meeting, Planning Board meeting or a Zoning Board meeting, the employee will be compensated the overtime rate of time and a half. Compensation will be made to the employee in the payroll week following the meeting.

**Section 6 Longevity**

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
5-10 YEARS	\$100.00
11-15 YEARS	\$150.00
16-20 YEARS	\$250.00
21+ YEARS	\$350.00

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

**ARTICLE III -- WORKDAY AND WORKWEEK**

The standard work hours are from 7:30 a.m. to 5:30 p.m. ten (10) hours a day and the standard workweek is forty (40) hours. These hours will be on a trial basis from June 1, 2004 to September 3, 2004, at which time it will be re-evaluated for Board decision to continue on a permanent basis. The Village can schedule the standard work hours as necessary.

**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	3 - Floating Holidays
Presidents Day	Day before Christmas

**Section 2** If a holiday falls on Saturday, it will be celebrated the proceeding 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 shall be considered in scheduling member's vacation time.

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**

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 day or 0-16 sick leave hours may exchange for pay up to ten (10) sick leave days or eighty 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 days or sixteen (16) sick leave hours for pay at the aforementioned rate of pay.

Sick leave not exchanged will be retained to 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 Village Clerk 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.

#### **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: (1) religious observances and (2) personal, legal, business, household, or family matter of an emergency nature.

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**

In the event of the death of the member's parent, step-parent, spouse, child, step-child, brother, sister, member's and spouse's grandparents, grandchild, father-in-law, mother-in-law, sister-in-law, or brother-in-law or step-grandchild, the member is entitled to three paid workdays.

#### **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 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 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 1, 1998, the Village shall pay the full cost of all health insurance benefits, (hospitalization, major medical, dental and vision) through GHI 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.

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

**Section 3** -- All employees 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 ten dollars (\$10.00) per week in addition to what an employee already contributes towards the cost of 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 who retire from Village service shall be provided with insurance that is currently being provided to the active employees with the full cost to be paid for by the Village. All retirees who reach the age of sixty-five (65) and become eligible for Medicare shall have GHI supplemental and \$4.00 /\$8.00 co-pay prescription program continued in effect with the full cost to be paid by the Village.

## **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 -- 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.

## **ARTICLE XIII -- 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 XIV -- 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 XV -- DURATION OF THIS AGREEMENT**

This Agreement shall become effective upon June 1, 2004, and shall continue in effect until May 31, 2006. If a new Agreement is not settled on or before May 31, 2006, 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 28, day of May, 2004.

VILLAGE OF GOUVERNEUR

BY: Dorothy L. Vance

TITLE: Mayor

GOUVERNEUR CLERICAL ASSOCIATION

BY: Barbara A. Finnie

TITLE: \_\_\_\_\_

BY: Kristina L. Deek

TITLE: PR Clerk

## WAGE SCHEDULE

The wage rates are indicated below for each of the positions covered by this Agreement for the period starting June 1, 2004 and ending May 31, 2006.

<u>CLASSIFICATION</u>	<u>2004-05</u> No wage increase	<u>2005-06</u> 3% increase
Deputy Treasurer/ Keyboard Specialist	\$15.97	\$16.45
Sr. Clerk/Safety Officer	\$13.06	\$13.45
Sec to Admin/Mayor	\$8.00 (effective 7/21/04)	\$8.24
Deputy Clerk	\$8.00 (effective 8/9/04)	\$8.24