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

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Employer Name: **Waverly, Village of**

Union: **Village of Waverly Sewer Department Employees Association, International Brotherhood of Teamsters (IBT)**

Local: **529**

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Waverly, Village Of And Ibt Local 529  
(Sewer Dept Unit)

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AGREEMENT

BETWEEN

VILLAGE OF WAVERLY, NEW YORK  
SEWER DEPARTMENT

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL UNION NO. 529

For period June 1, 2001 through May 31, 2005

**RECEIVED**

SEP 24 2001

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

05/14/2001

AGREEMENT

THIS AGREEMENT made this 14th day of May, 2001, by and between the VILLAGE OF WAVERLY, NEW YORK, a municipal corporation and political subdivision of the State of New York located in the County of Tioga and State of New York, having its principal offices at the Village Hall, Waverly, New York, and hereinafter referred to as the "Village", party of the first part, and the SEWER DEPARTMENT EMPLOYEES ASSOCIATION, a membership association of the employees of the Village of Waverly Sewer Department represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS Local Union No. 529, and having a post office address at 129 East Chemung Place, Elmira, New York, hereinafter referred to as the "Union", party of the second part,

WITNESSETH that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

ARTICLE I. RECOGNITION AND RECIPROCAL RIGHTS

101. It is recognized that the management of the Village, its property its order and efficiency is solely the right and responsibility of the Village. The Village, through its appropriate officers, has the right and responsibility, among other rights and responsibilities, to select and direct the working force, to hire, suspend or discharge, assign, promote or transfer employees, to determine the work to be done, the hours to be worked and the methods to be employed and the location, design, maintenance and construction of facilities and equipment and materials. to contract for the services of others and to make reasonable and binding rules not inconsistent with he

Agreement. In the event work now being performed by the Bargaining Unit is to be discontinued, the Village will meet with the Union before hours are cut or layoff occurs.

102. It is recognized that the need for continued and uninterrupted operations of the Village's Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance. The Village shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

103. Disputes arising concerning terms of the Agreement shall be processed in accordance with the procedures of this Article and applicable law.

104. The employee shall present the basis for his dispute or grievance to his Association Representative. If the matter is not resolved within two (2) working days from said presentation, the Representative shall submit the basis of the dispute in writing to the Superintendent. If a satisfactory adjustment is not made within one (1) week after submission to the Superintendent, the Representative shall present the same in writing to the Mayor. If the dispute is not resolved within one (1) week after referral to the Mayor then the employee and the Association Representative shall meet with the Village Board in Executive Session, which Session shall be closed to the

public. If the dispute remains unsettled after such Executive Session either the employee and the Association Representative or the Village may initiate those procedures authorized under the Taylor Law to resolve grievance or under local procedures approved under the law.

105. A discharged or suspended employee must advise the Union in writing within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) days from the date of discharge or suspension.

106. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

#### ARTICLE II. VILLAGE POLICIES

201. The Village will compose a written list of all Village policies which the employees are expected to comply with. These written policies shall be composed by the Village and provided to the employees within a reasonable period of time, taking into consideration the amount of work involved on the part of the Village.

#### ARTICLE III. SAFETY

301. The Employer shall use its best efforts to be sure that vehicles to be used on streets or highways are in safe operating conditions and equipped with any safety appliances prescribed by law.

ARTICLE IV. HOURS OF WORK

401. The work week shall consist of a guaranteed forty (40) hours per week to be worked in five (5) consecutive eight (8) hour days, 7:00 A.M. to 3:00 P.M., Monday through Friday. The work day shall consist of a paid lunch break with the understanding that the employee will remain on the premises and be available for work.

ARTICLE V. WAGES AND COMPENSATION

501. The wages to be paid for the term of this Agreement are set forth in Appendix "A", attached hereto and made part of this Agreement.

502. Any hours worked over forty (40) hours in any week will be paid at time and one half or compensatory time at the employee's discretion. All work performed beyond thirty-two (32) hours in a holiday week shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate unless those hours are already subject to overtime pay by this contract. If two (2) holidays should fall in a week, all work performed beyond twenty-eight (28) hours shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate unless those hours are already subject to overtime pay by this contract.

503. Compensatory time off will be used by the employee at a time mutually agreeable between the employee and the Employer, provided the workload of the Department permits. Each one (1) hour of overtime worked shall result in one and one-half (1 1/2) hours of compensatory time off. Compensatory time off may be accumulated by the employee up to a total of two hundred forty (240) hours. The Supervisor will keep records of each employee's overtime earned to insure accuracy of the compensatory time off to which the employee is entitled.

ARTICLE VI. TIME OFF

601. Vacations. The employees will be paid for vacation based on the length of service as follows:

After one (1) year	five (5) working days
After two (2) years	ten (10) working days
After eight (8) years	fifteen (15) working days
After fifteen (15) years	twenty (20) working days
After Twenty (20) years	twenty-five (25) working days

602. Pay for the employee during the vacation period shall be the same as pay for the employee during a forty (40) hour work week.

603. Vacations will be authorized by the Supervisor with first choice of vacation given on the basis of seniority; the most senior employee has first choice.

604. Vacations are to be taken with the approval of the Supervisor and in such a manner as to have sufficient employees working at the sewage treatment facility.

605. Holidays. Each employee shall receive the following paid holidays.

New Year's Day  
Washington's Birthday  
Good Friday (1/2 day)  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Christmas Eve (1/2 day)  
Christmas Day  
Three (3) Personal Days

If Christmas Eve falls on a Saturday or Sunday, the 1/2 day would be given on Friday.

606. New full time employees must have worked sixty (60) work days before being eligible to receive holiday pay. Any day that work is performed shall be counted as a full day towards the sixty (60) work days.

607. The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee receives workmen's compensation or mutual agreement.

608. Employees who have been requested to work and do not report for work on the holiday are not eligible for holiday pay.

609. Employees who are entitled to paid holidays and who are required to work on any of these holidays shall receive their regular pay for the holiday plus double time in compensatory time off or paid double time.

#### ARTICLE VII. SICK LEAVE

701. Each employee shall accumulate sick leave credit at the rate of one (1) day per month. Sick leave may be accumulated by the employee up to a maximum of one hundred thirty (130) days. An employee shall receive full (100%) pay for time lost from work on account of sickness or injury up to the number of days credited to him for sick leave.

702. The pay received by an employee from the Village for sick leave shall be reduced by the amount of any Workers Compensation benefits received by the employee.

703. Sick leave is to be taken strictly for the purpose of personal illness or injury. An illness or injury must be reported to the Superintendent in person or by telephone. Absence from work without reporting illness or injury shall be absence without permission and without pay. Abuse of sick leave credit shall be just cause for reprimand or dismissal. Undue or



unexplained absences during any given fiscal year shall forfeit sick leave credits accumulated during that year.

704. Any employee absent due to illness or injury for three (3) or more work days, may be required to obtain a statement from his doctor indicating the nature of the illness or injury from which the employee was suffering, the care received from the doctor for such absence, and a statement from the doctor that the employee is capable of safely returning to work. The Village Board may require any employee to be examined by a doctor at any time the Superintendent or the Board feels such examination is necessary for the good of the employee or of the Village. Failure to have such an examination when so ordered or directed shall subject the employee to disciplinary action or dismissal. Such examination shall be paid in full by the Village.

ARTICLE VIII. BEREAVEMENT LEAVE

801. Whenever an employee is absent from his employment because of a death in his or her immediate family, there shall be no deduction in wages or said employee for an absence not in excess of three (3) working days. This bereavement benefit shall apply only to the day of, the day immediately preceding and the day immediately following the funeral day. If any of these three(3) days fall on a day for which such employee is not scheduled to work, the bereavement benefit will not apply for that day or days. That is, it is intended that bereavement benefits will be granted only when any of the three (3) days listed above falls on a working day. Bereavement leave will be considered as days worked when computing overtime. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, step child, husband, wife, mother-in-law, father-in-law, son-in-law, and daughter-in-law. *and grandchild.*

802. Whenever an employee is absent from duty because of death of a near relative, there shall be no deduction in the wages of said employee for absence on the day of the funeral. Bereavement leave will be considered a day worked when computing overtime. A near relative shall be defined as first cousins, grandfather, grandmother, grandchildren, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

803. In the event that the employee is solely responsible for making the arrangements for funeral referred to above, and in the event that such funeral takes place in a location that is more than fifty (50) miles away from the Village of Waverly, the employee shall be entitled to five (5) days of bereavement leave.

ARTICLE IX. HEALTH INSURANCE

901. The Employer participate in the New York State Teamsters Council Health and Hospital Fund with the following coverages:

Medical	Option One
Prescription	Option One
Dental	Option One
Vision	
Legal	

The Health and Hospital Stipulation is to be made part of this Agreement.

902. The Village shall be subject to all rules and regulations as set forth in the executed New York State Teamsters Council Health and Hospital Trust Fund Stipulation.

ARTICLE X. CLOTHING ALLOWANCE

1001. Each employee shall be entitled to the sum of Two Hundred Fifty Dollars (\$250.00) per year for footwear to be worn by the employee at the sewage treatment facility. Additionally, the employer will provide the

employees with ~~either~~ coveralls, ~~or~~ uniforms, to be used by the employees at the sewage treatment facility.

*and foul weather items  
Jul - DC*

ARTICLE XI. INSPECTION PRIVILEGES

1101. Upon notice to the Mayor of the Village, authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting initiation fees, and ascertaining that the agreement is being complied with. Provided, however, that there shall be no interruption of the employer's working schedule by the Union.

ARTICLE XII. UNION SECURITY

1201. The Union agrees to represent all the employees in the Bargaining Unit whether or not they are members of the Union. Any employee who is not a member of the Union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union.

1202. When the Employer needs additional men the Union shall be given equal opportunity with all sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

1203. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit same to the Union not later than the end of the month in which deductions were made.

1204. In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement, in accordance with said changes.

ARTICLE XIII. BULLETIN BOARDS

1301. The Employer agrees to provide a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE XIV. JOB STEWARDS

1401. The Employer recognizes the right of the Union to designate Shop Stewards.

1402. The authority of stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievance in accordance with the provisions of Article of of this Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Union.

1403. The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts.

ARTICLE XV SENIORITY

1501. The principles of seniority shall prevail at all times. In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee. To be considered available, an employee must be able to be contacted by telephone, except if other arrangements have been previously made between the Employer and the employee.

1502. After one hundred twenty (120) consecutive days, a new employee shall be placed on the regular seniority list as of his first day of work. It is understood that the Employer shall use no subterfuge to prevent a new

employee from acquiring seniority as soon as possible. In case of discipline within the one hundred twenty (120) day period, the Employer shall notify the Union in writing.

1503. The Employer shall furnish the Union a seniority list, upon the request of the Union, not more than once every calendar year.

ARTICLE XVI. PENSION AND RETIREMENT

1601. Members of the Bargaining Unit are covered by the New York State Employees Retirement System.

1602. ~~Allowance for unused sick leave.~~ In accordance with Subdivision (j) of Section 41 of the Retirement and Social Security Law, the Village will provide additional service credit toward retirement for its employees who are entitled to accumulated sick leave.

ARTICLE XVII. LEGISLATIVE ACTION

1701. The Employer shall prepare, secure introduction, and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement. *Delete*

~~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.~~

*Leave bald  
Per Jim Tuck  
6/1/01*

ARTICLE XVIII. DURATION OF AGREEMENT

1801. This Agreement shall be in effect from June 1, 2001, through May 31, 2005.

IN WITNESS WHEREOF, we have hereunto affixed our signature this 30<sup>th</sup>  
day of May, 2001.

VILLAGE OF WAVERLY  
P. O. Box 149  
Waverly, NY 14892

WAVERLY SEWER DEPARTMENT

Represented by:  
TEAMSTERS LOCAL UNION NO. 529  
129 East Chemung Place  
Elmira, NY 14904

By [Signature]  
Title Mayor

By [Signature]  
Title Secretary Treasurer

APPENDIX "A"

WAGES

	Effective 06/1/2001	Effective 06/1/2002	Effective 06/1/2003	Effective 06/1/2004
Sewer Plant Operator	12.69/hr	13.09/hr	13.49/hr	13.89/hr
Sewer Plant Operator Trainee	11.10/hr	11.50/hr	11.90/hr	12.30/hr
Laborer	10.65/hr	10.95/hr	11.25/hr	11.55/hr

From time to time it may be required by the Village that an employee attend a training program. All costs of training program will be borne by the Village.

Longevity

Employee will be eligible for longevity pay based on the following:

After seven (7) years continuous service	\$250.00
After twelve (12) years continuous service	\$400.00

Payment will be made on the first payday in December.