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

Title: **Hicksville Water District and Utility Workers Union of America, AFL-CIO, Local 501 (2003)**

Employer Name: **Hicksville Water District**

Union: **Utility Workers Union of America, AFL-CIO**

Local: **501**

Effective Date: **01/01/03**

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DISTRICT

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AGREEMENT made the 21<sup>st</sup> day of February, 2003, by and between the Hicksville Water District (hereinafter called the "Employer"), having its offices at 4 Dean Street, Hicksville, New York, and the Utility Workers' Union of America, AFL-CIO in behalf of its Local 501 (hereinafter called the "Union"), having its offices at 733 Yonkers Avenue, Yonkers, New York 10701.

**WITNESSETH:**

WHEREAS, the Union is the recognized bargaining agency of the employees of the Employer pursuant to Article 14 of the Civil Service Law, the Fair Employment Act (hereinafter referred to as the "Taylor Law");

WHEREAS, pursuant to the Taylor Law both the Union and the Employer are desirous of entering into an agreement.

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter contained, it is agreed that:

1. Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees with the exception of managerial and confidential staff (the Superintendent, and the Assistant Superintendent); that negotiations with respect to the terms and conditions of employment of the said employees for the period commencing on January 1, 2003 and up to and including December 31, 2005, having held meetings on the matter during December 2002 and January 2003, the parties have hereby agreed as follows (subject to ratification by Union Members).

2. 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 (Section 204-a of the Civil Service Law).

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

3. The salary of all employees of the Hicksville Water District, except those excluded from the Agreement pursuant to Paragraph 1 above shall be increased as set forth in Schedule "A" which is attached hereto and made a part hereof.

4. That the term of this Agreement shall cover the period from January 1, 2003 through December 31, 2005.

5. That all provisions of this Agreement shall be effective and enforceable to the extent and in the manner permitted by law.

6. That the terms herein constitute the complete and entire Agreement between the parties and any terms or subjects not included herein will be negotiated in good faith by the Employer and the Union pursuant to procedures under the Taylor Law and the rules and regulations as promulgated and interpreted by the Public Employment Relations Board pursuant to the authority vested in that body under Section 205 of the Civil Service Law.

7. In accordance with the Taylor Law the Union on behalf of the employees recognizes that no public employee or employee organization shall engage in a strike and no employee or employee organization shall cause, instigate, engage or condone a strike.

#### **8. UNIFORMS**

The Employer shall purchase for and on behalf of employees engaged in outside work, four (4) dark blue winter uniforms, four (4) summer uniforms (light blue short-sleeve shirts, dark blue pants), one (1) dark blue "sweatshirt" jacket, one (1) medium weight dark blue jacket with zip-out lining, one (1) pair of dark blue coveralls, one (1) baseball cap with District patch attached, and for meter readers only, three (3) pairs of shorts. Employees shall be in full uniform. The said employees to whom the

uniforms shall be furnished shall maintain and keep said uniforms in good condition and agree to pay at their own cost and expense the cost of dry cleaning and laundering same.

The Employer shall purchase work shoes up to a cost of three hundred (\$300.00) dollars per year for outside personnel. The Employer shall purchase one (1) pair of two-piece insulated coveralls for outside employees.

## **9. VACATION**

The Employer agrees to allow employees to carry over sixty (60) unused vacation days to the next year.

The vacation schedule is to remain the same; namely, according to the following:

<u>Period of Employment</u>	<u>Number of Vacation Days</u>
Less than 2½ years	- ½ day per month of service
2-½ to 10 years	- 15 days
10 years but less than 15 years	- 20 days
15 years but less than 17 years	- 25 days
17 years but less than 19 years	- 26 days
19 years but less than 21 years	- 27 days
21 years but less than 23 years	- 28 days
23 years but less than 25 years	- 29 days
25 years and up	- 30 days

Employees must complete a “REQUEST FOR LEAVE” form for approval of vacation, personal or sick leave. This form should be submitted to the Superintendent for approval. No time

should be considered approved until the employee receives the signed pink copy back. Employees will be charged a sick day if he/she takes time off without aforementioned approval.

The vacation schedule for all employees shall be submitted to the Employer no later than May 1, 2003, May 1, 2004, and May 1, 2005, for the respective year.

Every effort will be made by the Employer to grant vacation at the time requested by the employees provided that the orderly operation of the District is not affected. If several employees submit vacation requests for the same time period, the number of employees who can be accommodated without the interference with normal District operations will be afforded vacation time with preference being given on a seniority basis.

#### **10. SICK LEAVE**

The sick leave benefits shall be as follows:

(a) Sick leave benefits shall be granted to all employees of the Hicksville Water District for service less than one (1) year at the rate of one-half ( $\frac{1}{2}$ ) day per month of service. Employees with one (1) year and up to fifteen (15) years of service with the Hicksville Water District shall be permitted a sick leave of ten (10) working days each calendar year. Employees with fifteen (15) years or more of service shall be entitled to sick leave of fifteen (15) working days in each calendar year.

(b) All sick leave benefits may be accumulated up to two hundred (200) days in 2003, 2004, and 2005, and may be carried over from year to year. Thus, the employee may have a maximum of two hundred (200) days to his respective credit on December 31, 2005.

(c) In every proper case the Board of Commissioners of the Hicksville Water District will review an application for sick leave and will be guided by the past records of the employee and the use of the sickness benefits by the employee in the past years.

(d) An employee shall be allowed additional time off with pay for periods hereinafter set forth in the case of death in his immediate family:

(i) Death of a wife, husband, father, mother, brother, sister, son, or daughter, no more than five (5) consecutive calendar days.

(ii) Death of a father-in-law, mother-in-law, grandparents, or grandchild, one (1) day.

(iii) The above leaves may be extended under extenuating circumstances if applied for and approved by the Board of Commissioners of the Hicksville Water District. This leave does not apply against allowable sick leave.

(e) Each employee shall be allowed six (6) days off, with pay for 2003, 2004, and 2005, without the necessity of furnishing any reason for same and same shall be in addition to any other time allocated to said employee and shall be designated as "personal leave days." Any further request for time off with pay by an employee in excess of six (6) personal leave days shall be made by the employee setting forth the reasons for same and said application shall be considered by the Board and approval may be withheld or refused at the discretion of the Board, which exercise of discretion may not be reviewed.

(f) Any employee employed by the District on January 1, 1995 shall be eligible for one (1) additional day of personal leave if he or she shall not utilize any sick days during the calendar year. This incentive program shall be in effect for each year of the contract with the employee gaining the extra personal day the year after he or she meets this requirement.

## **11. OVERTIME**

All overtime shall be compensated for at one and one-half (1½) times the rate of compensation for the employee. Employees shall earn overtime where work is performed in excess of seven and one-

half (7½) hours daily, as well as any work performed on the employee's day off or days off, provided that such overtime be authorized in advance. In addition to such overtime pay, when overtime work is performed in excess of four (4) hours immediately following a full seven and one-half (7½) hour regular work shift, a meal allowance of ten (\$10.00) dollars shall be paid to the employee who so works. When such overtime work is performed in excess of six (6) hours immediately following a full seven and one-half (7½) hour regular work shift, such meal allowance shall be fifteen (\$15.00) dollars. Only one (1) meal allowance shall be payable for any one (1) overtime period regardless of the number of hours actually worked. Such meal allowance shall also be applicable to pump operators. Pump Operators shall be paid overtime rate for work on weekends, including Saturday and Sunday. The normal work week shall consist of thirty seven and one-half (37½) hours, which shall apply to both outside and office employees. Pump Operators scheduled to work a late shift shall be entitled to a night differential of ten (10%) percent. The late shift shall be defined as any shift commencing after 12:00 noon. Such night differential will not be paid on any overtime hours. Pump Operators scheduled to work a regular shift on the following holidays shall receive double time for working such shift:

1. New Year's Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving Day
6. Christmas

## **12. EMERGENCY CALL IN**

(a) Any employee who is ordered to work when he or she is not regularly scheduled to work and does so physically appear for work shall be paid a minimum of four (4) hours at one and one-half (1½) times their regular pay rate. This applies only to a situation wherein an employee leaves work at

the end of his or her shift and is called back by a supervisor or to a situation wherein the employee must respond to an emergency call from the Telephone Answering Service after leaving at the end of a shift, during a day off, or on a weekend day.

(b) Any employee who is called for and reports for work shall be paid for a minimum of four (4) hours at one and one-half (1½) times their regular rate of pay. Employees must punch time card on first call, if another call is received within first four (4) hour period, overtime rate of pay shall prevail for additional hours worked over the initial four (4) hours. Should a second call-out occur after expiration of first four (4) hour minimum, then a second four (4) hour minimum shall apply.

(c) Any employee who is called for and reports for work on a holiday shall be paid for a minimum of four (4) hours at two (2) times their regular rate of pay. Employee must punch time card on first holiday call, if another call is received within first four (4) hours, holiday overtime rate of pay shall prevail for additional hours worked over the initial four (4) hours. Should a second call-out occur after expiration of first four (4) hour minimum, then a second four (4) hour minimum shall apply.

(d) Any employee assigned to be available for callouts for the month and responsible to respond in case of emergency shall receive additional compensation of four hundred (\$400.00) dollars per month for that month. This sum will be in addition to actual hourly pay received for returning to the work site for any call outs occurring during such month. Only the employee listed as on duty for call outs for the full month shall be eligible for this additional compensation, and personnel responding to emergency call outs when not assigned the duty for the full month shall only receive the overtime pay as stated above. An employee on call out duty for the month failing to respond to the scene and perform his or her duties for any callout, and failing to have arranged for another employee to cover for him or her during such temporary period during the month shall forfeit his or her right to the additional



compensation stated in this paragraph for that month. Employees assigned to cover call out duty may make arrangements to have another qualified employee cover for him or her for temporary limited periods during such month provided he or she also notifies the service receiving and transmitting emergency calls for the month and the Labor Supervisor or Superintendent of this temporary change to the duty schedule.

### **13. GRIEVANCE PROCEDURE**

All disputes that may arise out of working conditions or any other employee relationship in accordance with the Taylor Law shall be referred by the employee to the Union Representative who, in turn, will discuss the matter with the Superintendent or Foreman. Within three (3) days of the submission of the dispute to the Superintendent a determination shall be made with regard thereto. If no determination is made within such period of time, or in the event that the dispute is not resolved to the mutual satisfaction of the Union and the Superintendent, then the Union Representative may request the Board of Water Commissioners to consider the matter and a representative of the National Union shall be permitted to be present and represent the employee in connection with such dispute. The determination of the Board of Water Commissioners shall not be subject to further review other than the procedure as set forth herein. The Board of Water Commissioners shall schedule such meeting during business hours, which shall include evening meetings that are normally scheduled for the Board of Water Commissioners to meet.

### **14. BENEFITS**

All the benefits now conferred on the employees of the Hicksville Water District, such as the full payment of the pension where permissible by law, hospitalization, medical coverage, dental coverage, and an allowance of six hundred (\$600.00) dollars in 2003, 2004, and 2005, for an optical

plan. Payment shall be by voucher system for optical plan only. These benefits shall continue after retirement during the duration of this Agreement as permitted by law. The retirement plan shall continue as it presently exists.

#### **15. SNOW, HURRICANE, EMERGENCY**

In case of heavy snow or hurricane, an employee in order to qualify for payment for the day, must either work part of the day or prove to the satisfaction of the Department Head that his transportation difficulty was a hardship which could not have been reasonably overcome.

#### **16. PAID HOLIDAYS**

The following are paid holidays to be granted to each employee of the Hicksville Water District during the calendar year:

New Year's Day  
Martin Luther King, Jr. Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day plus day after Thanksgiving Day  
The Union agreed to have all employees work Election Day, except Presidential Election Day  
Christmas Day

#### **17. LATENESS, ABSENCE**

Any employee reporting more than five (5) minutes after his/her regular starting time shall not punch in but shall explain such lateness to the Superintendent or Foreman, who may excuse such lateness. The present Board policy of deducting pay for lateness shall continue except as otherwise provided for herein.

## **18. MERIT INCREASE**

A merit increase for a particular employee may be proposed and implemented by the Board during the term of the contract. Any such merit increase shall effect only the employee receiving the increase.

## **19. PERIOD OF AGREEMENT, NEGOTIATION OF NEW AGREEMENT**

It is the intention of all parties that this Agreement commences January 1, 2003 and shall continue to and including December 31, 2005, upon the following terms and conditions:

(a) Wage and benefit negotiations for 2006 shall be exercised by either party notifying the other in writing not less than one hundred twenty (120) days prior to December 31, 2005 of their intentions to negotiate. In the event that for any reason whatsoever the parties shall fail to reach agreement with regard to wages and benefits, then the terms and provisions of the Taylor Law shall be applicable between the parties, particularly with regard to impasse procedures as the same may be applicable.

## **20. STARTING SALARY**

The starting salary for 2003, 2004, and 2005, shall be as follows:

Starting Salary . \$30,000.00

## **21. ACCUMULATED SICK LEAVE**

Accumulated sick leave up to one hundred sixty (160) days shall be payable on death or retirement in 2003, 2004, and 2005. Probationary period shall be extended to six (6) months. No FRINGE BENEFITS will be available to new employees until completion of probationary period.

If an employee does not report or call in by 9:00 A.M., that person shall be docked one (1) day salary. If employee has no sick leave, personal or vacation days left he shall then be docked additional day's salary.

## **22. LEAVE OF ABSENCE**

Leave of absence without pay may be granted upon written application to the Board in accordance with Rule XXIV of the Nassau County Civil Service Commission:

### **RULE XXIV LEAVE OF ABSENCE**

"1. Leave of absence without pay, not to exceed one (1) year, may be granted to a permanent employee in the competitive, non-competitive or labor class of the classified service by an appointing officer. Notice of such leave of absence shall be given to the Commission. Where a leave of absence without pay has been granted for a period which aggregates one (1) year, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for three (3) months immediately preceding the subsequent leave of absence. Notice of such subsequent leave of absence shall also be given to the Commission. Absence on leave for more than one (1) year shall be deemed the equivalent of a resignation from the service upon the date of commencement of such absence, except as provided in subdivision 2 of this rule.

"2. Except as permitted by subdivision 4 of this rule the Commission may for good cause shown, waive the provisions of this rule to permit an extension of the leave of absence for an additional one (1) year period. In no case may such leave of absence exceed in aggregate two (2) years from the date of commencement of the leave except as permitted by subdivision 4 of this rule.

"3. A leave of absence without pay, not to exceed four (4) years, shall be granted by an appointing officer to an employee who is a veteran of the Armed Forces of the United States, providing such a leave of absence is for the purpose of taking courses under the educational benefits provided for in Title 38, United States Code or under a New York State Board of Regents War Service Scholarship, Education Law, Section 614. An employee taking such a leave shall be reinstated to his position, provided he makes application for such reinstatement within sixty (60) days after the termination of his courses of study.

"4. A permanent competitive class employee may be granted a leave of absence to serve in an exempt or non-competitive class position. Such leave of absence shall expire at the end of his employment in such exempt or non-competitive class position provided that such service shall not continue more than two (2) years. The Commission, in its discretion, may waive the time limitation in cases where it finds such a waiver to be in the public interest." (This Agreement shall be governed by

the rule promulgated by the Nassau County Civil Service Commission for leaves of absence. Should the Commission amend this rule, same shall be incorporated into this Agreement as amended.)

**23. INCLUSION OF OVERTIME IN PAYROLL PERIOD**

The Employer and the Union agree on having payroll include all overtime, except the four (4) days previous to payroll date.

**24. WORK SCHEDULE**

The work schedule shall consist as follows: starting at seven thirty (7:30) a.m. to three forty-five (3:45) p.m. Office personnel shall work a schedule consistent with normal District office hours, eight (8:00) a.m. to four fifteen (4:15) p.m.

**25. LONGEVITY PROGRAM**

Effective January 1, 1998 employees who have attained a level of five (5) years or more of service shall receive the following in addition to their regular salary on the anniversary of the date of hire:

5 thru 10 years of service:	\$ 300.00
10 years of service	\$ 1,000.00
11 thru 14 years of service	\$ 500.00
15 thru 19 years of service	\$ 750.00

Employees who have attained a level of twenty (20) years of service shall be paid one thousand (\$ 1,000.00) dollars annually in addition to their regular salary. Such employee shall continue to receive this amount each year.

**26. STEP PROGRAM**

Employees will be eligible for the Step Program if he or she is a new hire or has ten (10) or less years of service. An employee with eleven (11) or more years of service will not be eligible. The Step Program is as follows and will be effective January 1, 2003:

Starting salary: \$ 30,000.00

\$ 30,000.01 to \$ 37,000.00 - an increase of \$ 1,500.00 per year

\$ 37,000.01 to \$ 42,000.00 - an increase of \$ 1,000.00 per year

\$ 42,000.01 and over - an increase of \$ 750.00 per year

#### **SCHEDULE A**

(1) The annual raises for the employees of the District that have authorized the Union to act as their collective bargaining agent shall be as follows: five (5%) percent in 2003 (effective 1/1/2003), four (4%) percent in 2004 (effective 1/1/2004), and four (4%) percent in 2005 (effective 1/1/2005).