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

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Union: **International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers(IUE-CWA), AFL-CIO**

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COPY

**COLLECTIVE BARGAIN  
AGREEMENT**

**BETWEEN**

**VILLAGE OF WAYLAND**

**AND**

**INTERNATIONAL UNION OF  
ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND  
FURNITURE WORKERS, CWA**

**AFL-CIO**

**JUNE 1, 2005 - MAY 31, 2009**

**RECEIVED**

MAY 31 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## AGREEMENT

The Village of Wayland, Wayland, New York (hereinafter called the "Village"), and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO-CWA (hereinafter called the "Union"), do hereby enter into the following agreement as of the 1st day of June, 200~~2~~<sup>5</sup>.

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.

### ARTICLE 1 RECOGNITION

The Village recognizes the Union as the exclusive collective bargaining representative for the following unit of employees with respect to their wages, hours and all other terms and conditions of employment:

- Included:** All full-time and regular part-time road workers, mechanics and clerical employees.
- Excluded:** Supervisory employees, including the Street Superintendent, Sewer Plant Superintendent confidential employees and all other employees.

### ARTICLE 2 NONDISCRIMINATION

This agreement is applicable to all employees included in the unit without unlawful regard to age, color, creed, marital status, and national origin, race, sex or Vietnam era veteran status as provided by applicable state and federal laws.

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**ARTICLE 3  
UNION MEMBERSHIP AND DUES DEDUCTION**

1. Membership in the Union or the payment of Union dues shall not be a requirement for employment, and employees shall have the right to join or refrain from joining the Union. This Agreement shall apply with equal force and affect to members and non-members of the Union.
  
2. Upon the written authorization of a member, the Village will deduct from salary a uniform amount for membership dues and forward the same not less frequently than monthly to the Union. Dues deduction authorizations shall remain in effect unless and until revoked in writing by the member. The Union agrees to hold the Village harmless and indemnify the Village for making deductions in accordance with this provision.

**ARTICLE 4  
MANAGEMENT RIGHTS**

1. The Village retains all managerial rights and prerogatives held prior to the execution of this Agreement, including but not limited to all rights granted by law, and including the right to determine Village facilities, programs, and services to be rendered; to decide the number and location of its service operations and the methods, processes and means used in supplying its services; to determine whether and to what extent the work required in operating the Village shall be performed by employees covered by this Agreement; to promulgate rules and regulations for the conduct of employees and to maintain order and efficiency in all departments and operations, including the right to discipline, suspend and discharge employees, to hire, lay off, assign, transfer and promote, including the sole right to determine qualifications of employees, to determine the starting and quitting times and the number of hours to be worked, and to establish or change wages, hours and terms and conditions of employment, subject only to such limitations governing the exercise of these rights as may be provided by law or as are expressly contained in this Agreement.

2. The foregoing rights are not all-inclusive but indicate the types of matters or rights that belongs to and are inherent in the Village. The failure to exercise a particular management right or function, or the exercising of such right or function in a particular manner, shall not constitute a waiver of the Village's right to exercise such management right or function in the future in any manner not in conflict with a specific provision of this Agreement.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

1. A grievance is defined as a claimed violation of a specific provision of this Agreement arising during the term of this Agreement.
  - (a) For matters also revisable under the law by a court or administrative body, the employee must elect either review under this Grievance Procedure or under law by a court or administrative body.
2. **Procedure:**
  - (a) Step 1: Oral discussion with Immediate Supervisor. Not later than five (5) workdays after the act or omission-giving rise to the grievance, the employee must discuss the grievance with his or her immediate supervisor with the intention of resolving the matter informally. The immediate supervisor shall respond orally to the employee not later than five (5) workdays thereafter.
  - (b) Step 2: Written Appeal to Village Board. If grievance is not settled at Step 1, the employee, not later than five (5) workdays after receipt of the immediate supervisor's oral decision at Step 1, may file a written appeal of that decision with the Village Board. The written appeal must state the name of the grievant, the specific contractual<sup>provision</sup> allegedly violated, the date of the alleged violation, a clear and concise basis for the grievance, and the date and disposition of the grievance at Step 1. Not later than 10 workdays after receipt of the written appeal, the Board, or Board

designee, may meet with the employee as part of an investigation of the grievance. The Board, or designee, shall give a written decision to the grievance within 10 workdays after such meeting.

- (c) Step 3: Arbitration: Any dispute which has not been satisfactorily settled within five (5) workdays after the step (b) decision may be submitted to arbitration by the Union and employee having the grievance by written notice to the Public Employment Relations Board (PERB) requesting a panel of name from the lists maintained by PERB. A copy of the notice will be forwarded to the Village at the same time the original request is mailed. No arbitrator shall be appointed by PERB who has not been approved by both parties unless and until the parties have had submitted to them three (3) lists of arbitrators and have been unable to select a satisfactory arbitrator therefrom.

The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement, and the power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the terms of this Agreement as expressly set forth.

The decision of the arbitrator shall be final and binding upon the parties.

No decision of the arbitrator shall require the Village to pay back wages prior to the date the written grievance was filed, and all awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Village during the period above defined, less unemployment or other compensation for personal services that he may have received from any source during the period.

No decision of the arbitrator or of the Village in any grievance case shall create a basis for retroactive adjustment in any other case.

The fees and expenses of the arbitrator and costs of the hearing soon shall be shared equally. All other expenses will be borne by the party incurring them.

3. The failure to file a grievance at any step of the grievance procedure within the time limits prescribed in that step shall result in dismissal of the grievance. The failure to issue a decision within the time limits prescribed in Steps 1 or 2 shall permit the filing of an appeal at the next Step as though the decision had been received on the last day for a decision to be rendered.
4. Except by mutual written consent, the grievance procedure shall be conducted outside of any employee's working hours, regular or otherwise.
5. An employee who files a written grievance shall have the right to not more than one union representative at any investigatory meeting with the employee, but this shall not delay or interfere with the timely and orderly processing of the grievance.
6. The Village may file a grievance by submitting it directly to the Union president.

#### **ARTICLE 6 PROBATIONARY PERIOD/TERMINATION**

All employees shall serve a six-month probationary period under Civil Service upon being hired by the Village or upon entering a new job classification with a separate civil service title. An employee who has successfully completed the probationary period shall have those rights contained in the Civil Service Law and regulations, which rights may not be grieved under Article 5.

**ARTICLE 7  
HOURS OF WORK AND OVERTIME**

1. The hours of work for each department will be established by the Village. The Village will notify the Union at least 10 workdays in advance of any permanent changes in work schedules or in an individual employee's hours of work. The present scheduled workweek is set forth in Appendix A.
2. The Village will schedule two fifteen (15) minute rest periods for full-time employees.
3. Any employee who is paid by the hour and who is required to work in excess of 40 hours (which 40 hours shall include paid holiday and vacation time and exclude all other paid time off) in a seven day work week shall be entitled to time and one-half of the applicable hourly rate for all hours worked in excess of 40.
4. Time and one-half shall be paid for work performed on Sunday.
5. There shall be no pyramiding of overtime.

**ARTICLE 8  
HOLIDAYS**

1. Full-time employees covered by this Agreement shall be entitled to time off without loss of pay for the following holidays, provided that the holiday falls during the employee's normal work year and on a normal workday, and provided that the employee has been actively at work on the workdays immediately preceding and immediately following the holiday, unless absent due to illness verified by a doctor's certificate.



New Years Day  
Martin Luther Kings Birthday  
Presidents Day  
Good Friday  
Memorial Day  
Independence Day

Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
1 Floating Holiday  
Labor Day

2. When any of the Holidays named in this agreement fall on Saturday, they will be observed the Friday immediately proceeding. If they fall on Sunday, they shall be observed on the Monday immediately following.
3. Full-time employees eligible for paid holidays who are scheduled to work on a holiday shall receive, in addition to holiday pay, time and one-half their regular rate for the hours actually worked.
4. The floating holiday must be by mutual agreement. In the Sewer Department and Street Department, all employees may not take the same floating holiday.

## **ARTICLE 9 VACATION**

1. Permanent full-time employees who are regularly scheduled to work at least 30 hours per week shall be entitled to vacation days paid at their regular hourly rate according to the following schedule:

After 1 full year of continuous employment, 1 week (5 working days.)

After 3 full years of continuous employment, 2 weeks (10 working days)

After 6 full years of continuous employment, 3 weeks (15 working days)

After 10 full years of continuous employment, 4 weeks (20 working days)

Vacation and sick time will begin on anniversary date for each employee.

2. Employees with at least one year of continuous employment who resign or retire shall be entitled to be paid for unused vacation on a pro-rated basis.
3. Except as provided in section 2, there shall be no pay in lieu of unused vacation, and vacation time may not accumulate from year to year.
4. If a paid holiday falls during an employee's scheduled vacation period, the employee, shall be granted an additional day off in lieu of the holiday.

5. Only one employee may be on vacation from any department at a time, except in the sole discretion of the village. All vacations must have two weeks prior approval, if possible, of the village.

## **ARTICLE 10 LEAVES OF ABSENCE**

1. Permanent employees who are regularly scheduled to work 30 hours or more per week are entitled to seven (7) sick or personal days per year. Sick days may be used for personal illness or injury of the employee or, if the employee's attention is needed, of the employee's spouse or children.
2. The Village may require a physician's statement certifying the cause of absence and expected length of disability whenever sick leave (paid or unpaid) exceeds three consecutive workdays.
3. Employees may use sick days for the purpose of their own doctor or dental appointments, provided they use the sick days in one-half increments.
4. Employees shall notify their supervisor no later than one hour before their scheduled starting time if they are going to take a sick day or half-sick day.
5. Unused sick/personal days may accumulate up to maximum of 18 days per employee over a two year period and there shall be no pay or other benefit for unused sick leave upon termination or retirement.
6. Personal days may be used only for illness in the immediate family which requires the presence of the employee or for personal business that cannot reasonably be scheduled outside the normal working hours. Except with respect to family illness situations, a request for personal leave must be submitted in writing at least 5 working days in advance and must state the reason for the request. Personal leave will not be granted in conjunction with any holiday or vacation period.
7. Employees who are regularly scheduled to work 30 hours or more per week may be granted up to 3 days off with pay upon the death of a parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse, child, sister, brother or grandparent for the purpose of attending the funeral and for the days immediately preceding or following the funeral.

**ARTICLE 10 A**  
**UNPAID LEAVE OF ABSENCE**

Section 1. All leaves of absence to be granted to any employee without pay by an employing officer or department head of any Village of Wayland department must have the approval of the Village of Wayland Board.

- A. An employing officer or department head of any Village of Wayland department being the person duly delegated to certify payrolls and certifications as to vacation, sick leave, personal leave and leave of absence, shall have the authority, under the legal definition of leave of absence without pay, to authorize and grant to an employee in the department under his jurisdiction, a leave of absence without pay up to and not exceeding thirty (30) days, as long as said leave of absence is also approved by the Village of Wayland Village Board.
- B. Said request of "unpaid leave of absence" shall be in writing and presented to his/her Department head, at least five (5) days in advance of the start of the unpaid leave of absence. That department head will approve/disapprove request with reasons also in writing and present those documents to either the Mayor or the Vice Mayor on the same day as received by the person wanting the unpaid leave of absence.
- C. No unpaid leave of absence shall be granted to part-time employees.
- D. Wherein a Village of Wayland employee has been granted a unpaid leave of absence for ill health reasons, his/her name may not appear upon a payroll until he/she has been granted approval, in writing, by his doctor to return to work. If necessary, the Village of Wayland Board may require a physical exam by a physician of the Village of Wayland's Board choice.
- E. Leaves of absence shall not be granted to an employee to accept employment by an employer other than the Village of Wayland.

**ARTICLE 11**  
**JURY DUTY**

Employees who are called to serve jury duty will notify their supervisor immediately upon being called. The Village may, in its discretion, request that an employee be excused from jury duty due to the business needs of the Village. Employees who serve jury duty will, in accordance with New York State Law, be paid their regular salary for scheduled time lost from work. All compensation paid by the jury service to the employee shall be either paid over to the Village or that amount deducted from their regular salary.

**ARTICLE 12  
PENSION**

Employees shall be entitled to be members of the New York State Employee Retirement System in accordance with the requirements of that System.

**ARTICLE 13  
GROUP INSURANCE**

1. The Village will provide substantially equivalent hospitalization and major medical insurance to that currently in effect for all permanent employees who are regularly scheduled to work at least 30 hours per week and who elect to participate in the Village plan. The choice of plan and carrier shall be at the Village's discretion, as long as the plan chosen is substantially equivalent or better and as of June 1, 2005 will be Blue Choice Plus.

Single Coverage \$9.57/WK

Two Person Coverage \$21.85/WK

Family Coverage \$25.15/WK

Parent w/Child Coverage \$23.92/WK

Effective 06/01/05 the employees will contribute for medical coverage if participating;

15% of the premium  
All contributions will be PRE-TAXED

2. If an employee is eligible for at least equivalent coverage under a spouse or family member's plan, the employee shall not be eligible for coverage under the Village's plan.

**ARTICLE 14  
CALL BACK**

If an employee has completed and left his regularly scheduled shift, but then is called back to work outside of his regularly scheduled shift, he shall receive no less than two (2) hours pay.

**ARTICLE 15  
CLOTHING ALLOWANCE**

All employee's covered by the Collective Bargaining Agreement shall receive an annual clothing/boot allowance that totals \$175.

**ARTICLE 16  
TITLE**

As of **June 1, 2005** the Village will attribute titles for its current employees as follows:

General Maintenance	Brian Finn
General Maintenance	Alden Vose
General Maintenance	David Didas

**ARTICLE 17  
WAGES**

There shall be a starting wage of \$10.00 per hour.  
 Full-time employees will continue to be paid weekly.  
 After six months of probation, a new employee must have his CDL or already be in possession of a CDL. If not, that Department Head will report to the Village Board regarding the failure of the employee to have a CDL and will make a recommendation to the Board about said employee.

The base hourly wage for employees covered by this agreement will be as follows:

	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009
		(9%)	(3%)	(3%)	(3%)
<b>Vose</b>	<b>\$11.35</b>	<b>\$12.37</b>	<b>\$12.74</b>	<b>\$13.12</b>	<b>\$13.51</b>
		(\$1.50 + 5%)	(3%)	(3%)	(3%)
<b>Didas</b>	<b>\$10.00</b>	<b>\$11.03</b>	<b>\$11.36</b>	<b>\$11.70</b>	<b>\$12.05</b>
		(3%)	(3%)	(3%)	(3%)
<b>Finn</b>	<b>\$10.00</b>	<b>\$10.30</b>	<b>\$10.61</b>	<b>\$10.93</b>	<b>\$11.26</b>

Although the contract will expire 05/31/09, the parties agree to begin negotiations during the month of January 2009, because of budget schedules.

Didas will cover Sunday for checking the water system and performing normal required weekend testing and will be compensated by leaving 1 hour early each and every Friday or the day previous to a Holiday if the Holiday falls on Friday. In case of Didas's absence the Supervisor shall perform Sunday Work duties.

## **DISCHARGE AND DISCIPLINE**

1. Prior to deciding on the discharge of an employee, the Village will first suspend the employee without pay for a period not to exceed five (5) workdays. within that period and before the Village makes its decision final; the Union may present any facts or other information, which it wishes the Village to consider to the Village Board or designee.
2. The Village decision to discharge or discipline an employee shall be subject to the grievance procedure in this Agreement. That decision may not be modified by the arbitrator unless the decision is shown to be arbitrary or capricious.

## **ARTICLE 19 COMPLETE AGREEMENT**

1. This Agreement contains all of the understanding between the parties and can only be modified by a written amendment agreed to and signed by both parties.
2. This Agreement is subject to all applicable laws and regulations, and in the event any provision here of is in violation of existing laws or regulations, that provision shall be invalid, but the remainder of the Agreement shall remain in full force and effect as though the invalid provision had not been part of the Agreement.

**ARTICLE 20  
DURATION AND CHANGES**

1. This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain, and their heirs, executors, administrators, successors, et al.
  
2. This Agreement shall be in full force and effect as of June 1, 2005 and up to and including May 31, 2009. Thereafter, if neither party serves written notice to the other party ninety (90) days prior to the day of expiration of this Agreement, it shall automatically continue from year to year, until such notice is given.

INTERNATIONAL UNION OF ELECTRONIC,  
ELECTRICAL, SALARIED, MACHINE AND  
FURNITURE WORKERS- CWA, AFL-CIO

DATE: 12/14/05 BY: *Donald R. Nicks*

VILLAGE OF WAYLAND

DATE: 12-15-05 BY: *Brian D. Meloy*  
*Mayor*