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AGREEMENT
BETWEEN
THE VILLAGE OF WATERLOO
AND
VILLAGE OF WATERLOO
DEPARTMENT OF PUBLIC WORKS ASSOCIATION
JUNE 1, 2005 - MAY 31, 2009

RECEIVED

JUL 24 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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WATERLOO HIGHWAY

ARTICLE I

THIS AGREEMENT made and entered into the ____ day of ____, 2005, by and between the VILLAGE OF WATERLOO, New York (hereinafter called the "Employer"), and the VILLAGE OF WATERLOO DEPARTMENT OF PUBLIC WORKS ASSOCIATION, an Employees Organization (hereinafter referred to as "VWDPWA")

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

ARTICLE 2

RECOGNITION

1. The Employer recognizes the VWDPWA as the sole and exclusive collective bargaining agent for all full-time Employees of the Village of Waterloo (those Employees, other than police and clerical Employees, working at least 160 regularly scheduled hours per month) including the foreman of the Water, Street and Sewer Departments, hereafter referred to as Employee(s). Effective date of such recognition shall be as of the effective date of this contract.

2. Any new employee hired after January 1st, 2005, shall have dues deducted from his wages of \$15.00 per month for the period of six (6) years. All employees hired prior to January 1st, 2005, shall have dues deducted from his wages of \$5.00 per month or an amount to be decided by the VWDPWA.

ARTICLE 3
MANAGEMENT RIGHTS

The Employer retains the sole right to manage its business and services and to direct the working force to maintain order and efficiency in all its departments and operations, including but not limited to the sole right to discipline, suspend and discharge Employees for cause, to hire, layoff, assign, promote and determine the qualifications of Employees, to determine the starting and quitting time and the number of hours to be worked, subject to only such regulations governing the exercise of these rights as are expressly provided in this agreement, or as provided by law. Any and all rights, powers and authority the Employer has prior to entering into this agreement are retained by the Employer, except as expressly and specifically delegated, granted, or modified by this agreement or any successive agreement.

ARTICLE 4
DISCRIMINATION

1. Neither the Employer nor any agent of the Employer shall discriminate against any Employee because of his membership in or lawful activity on behalf of the VWDPWA.

2. Neither the VWDPWA, nor the Village, will discriminate with regard to conditions of the membership in the VWDPWA on account of sex, age, color, creed, marital status, disability or national origin, to the extent required by law. The VWDPWA will not engage in a strike and will not cause, instigate, encourage or condone a strike.

ARTICLE 5

NEGOTIATION PROCEDURES

1. No later than the first week in November in the year preceding the year during which the contract expires, both parties agree to enter into collective bargaining negotiations.

2. Any agreement so negotiated shall be reduced to writing, be signed by the Mayor on behalf of the Employer and by the Officers of the VWDPWA.

3. During negotiations, the Village Board and the VWDPWA will present relevant data, exchange points of view and make proposals and counterproposals. The parties will make available pertinent records, data and information. Either party may call on professional or lay representatives to assist in negotiations.

4. Both the Employer and the VWDPWA agree to negotiate in good faith as defined by New York Law.

ARTICLE 6

BULLETIN BOARD

The Employer will provide, whenever possible, reasonable facilities, separate from those of the Employer, for the posting of bulletins and notices by the VWDPWA. No political or controversial material shall be so posted on such bulletin boards and any item to be posted which is outside the realm of the business of the VWDPWA shall be approved by the Employer before posting.

ARTICLE 7

GRIEVANCE PROCEDURES

A. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between the Employee, group of Employees, or by the Union on behalf of the Employees covered by the Agreement and the Employer, or between the parties arising out of the application or interpretation of this Agreement.

B. The grievance and arbitration procedure provided for in this Agreement does not apply to, and is not intended as a substitute or any alternative for any action permitted by or required of the Employer under any Article of the State or Local Civil Service Law or Rules. Either the procedure set forth in the Civil Service Law or this Article may be utilized, but not both.

C. The purpose of this article is to provide the sole method for the settling of a grievance as defined herein and such grievance shall be settled in accordance with the following procedure:

Step 1: The grievance shall be presented in writing by the VWDPWA Steward to the Employee's immediate Supervisor within twenty (20) calendar days from the date of the knowledge of the cause or occurrence giving rise to the grievance. The immediate Supervisor involved in the grievance shall present a written response to the VWDPWA Steward within ten (10) working days of receiving the grievance. If the immediate Supervisor's response does not result in a settlement, the grievance shall move to Step 2. If the immediate Supervisor's response results in a settlement of the grievance, such settlement shall be reviewable within ten

(10) working days by the Mayor or his/her designee, and will proceed to Step 2 if the settlement is unacceptable to the Mayor or his/her designee.

Step 2: The grievance shall then be presented in writing to the Mayor or his/her designee by the VWDPWA Steward within ten (10) working days after receipt of either the immediate Supervisor's unfavorable response, or the Mayor or his/her designee's response. A meeting shall convene within ten (10) working days between the parties for the purpose of resolving this grievance. The Mayor or his/her designee, shall answer the grievance within ten (10) working days from the date of the meeting. If the grievance is not resolved as a result of the meeting, the grievance may be submitted to arbitration.

D. Failure by either party to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

E. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then no later than thirty (30) calendar days after the second step procedures are complete, or thirty (30) calendar days after the time limits required by the steps in the grievance procedure have run, whichever occurs first, either party may submit the grievance to arbitration by requesting from the New York State Public Employment Relations Board, a list of seven (7) arbitrators from which the Employer and the VWDPWA shall select an arbitrator by striking names alternately until one (1) remains, who shall be designated the arbitrator for the grievance in question. All such arbitration's shall be held within Seneca County.

ARTICLE 8

ARBITRATION PROCEDURES

A. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this agreement.

B. No decision of an arbitrator or of the Employer in any other grievance shall create the basis for retroactive or other adjustment in another grievance, unless the parties mutually agree otherwise.

C. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

D. The decision of the arbitrator shall be final and binding upon the parties. The fee and expenses of the arbitrator and the cost of the hearing room, if other than the Village property, shall be shared equally by the Employer and the VWDPWA. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided cost nor of the expenses of witnesses or participants called by the other.

ARTICLE 9

PROBATIONARY EMPLOYEES

The Probationary Employees shall be defined as follows:

(a) All Employees who have less than six (6) consecutive months service shall be regarded as Probationary Employees. Absence from work for any reason, except schooling required by law or paid sick leave, including worker's compensation, shall not be included in calculating an Employee's six (6) month probationary period. In no event shall a Probationary

Employee become permanent until he or she has completed four (4) months of actual work experience, conformed to Civil Service Regulations and Laws and his or her appointment has been confirmed by the Employer. Probationary Employees may be discharged at the sole discretion of the Employer.

(b) Nothing in this Agreement shall require the Employer to continue the employment of an Employee who fails to qualify for permanent appointment.

(c) All Employees of the Village of Waterloo have the right to join the Village of Waterloo Department of Public Works Association or not, but must pay dues. (Water, Street, Sewer Departments) (Excluding Clerical).

(d) A starting salary for all new Employees shall be determined at the time of employment.

ARTICLE 10

WORK DAY - WORK WEEK

A. The work day shall consist of not more than eight (8) working hours and the work week shall consist of forty (40) hours. The work week of a part-time Employee shall be scheduled by the Employer or its designated representative.

B. Employees may be required to work overtime by the Employer under such circumstances permitting such overtime under any State or Local Civil Service Law or Rule. Hours worked in excess of eight (8) hours per day will be compensated for at time and one-half of the Employee's regular hourly rate per hour worked. Said hourly rate to be determined by dividing Employee's total yearly salary by 2,080 hours. Hours worked shall be

actual working hours on the job and shall not include sick time. No special consideration or pay shall be given for Saturday or Sunday work if it is not in excess of 40 actual working hours.

C. Each Employee shall submit to his or her Department Supervisor or his or her designee a completed and signed payroll time card at the end of each payroll period. The Department Supervisor or his or her designee shall countersign the same, make comment thereon, and forward the same to the Waterloo Village Clerk. The schedule for overtime hours worked shall be approved by the Department Supervisor or his or her designee and the Employer or its designated representative and compensation for such overtime worked will be paid at the end of the pay period during which said overtime hours were worked.

(1) Please see the attached U.S. Department of Labor Computation form in regard to salaried personnel's overtime rate.

D. Each Employee shall receive two hours minimum pay for call-in time when not on regular time, to be at time and one-half of the Employee's hourly wage.

E. When figuring percent of raises, Employee shall be entitled to the whole percentage figure.

F. Village of Waterloo Department of Public Works Association shall be given a notice of at least forty-eight (48) hours of any Department wide time change, except in cases of emergency.

ARTICLE 11

SENIORITY

Seniority and years of service shall be computed from the date of the probationary appointment of an Employee to the Village of Waterloo or, in the case of an Employee who has resigned or retired from such Department, from the date of his or her re-appointment to such Department. In the event it becomes necessary to reduce the work force, seniority shall govern layoffs and recalls. The Employee with the least seniority shall be first laid off and the last to be recalled.

ARTICLE 12

JOB ASSIGNMENTS

Any present qualified Employee shall be considered for filling any job vacancy within the Village, the seniority of said Employee being given preference in filling the position. If qualified Employee is not moved to fill in the job vacancy, the Employer must show a valid reason. Qualified Employees should be given up to a sixty (60) day trial period. During the trial period, if the Employee or Employer decides against the job change, the Employee shall return to his or her previous job.

ARTICLE 13

LAY-OFFS

Section 1 Definition:

The word "lay off" means a reduction in the working force due to a decrease of work, elimination or consolidation of jobs.

Section 2 Procedure:

(a) If it becomes necessary for a lay-off the following procedure will be mandatory. Temporary and probationary Employees shall be laid off first. Seniority Employees will be laid off in the inverse order of their seniority.

(b) Employees to be laid off for an indefinite period of time will have at least ten (10) calendar days notice of lay-off. The Union Secretary shall receive a list of the Employees being laid off on the same date that the notices are issued to the Employees.

Section 3 Recall Procedure:

(a) When working force is increased after lay-off, Employees will be recalled according to seniority, as defined in Article XI provided they meet requirements of the job. If an Employee fails to report for work within ten (10) working days from the date of notice of recall, he or she shall be considered a quit. Recall rights for an Employee shall expire one (1) year from the date of lay-off, or a period equal to his or her seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the Employee at his or her last known address.

(b) No new or temporary Employee shall be hired until all Employees on lay-off status desiring to return to work have been recalled.

Section 4 Bumping Rights:

When an Employee is laid off due to a reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to bump, or replace an Employee with less seniority, if the Employee can qualify to do the job in sixty (60) calendar days.

Section 5 Elimination or Consolidation of Jobs:

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of

new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or any other reason, shall be permitted to exercise their seniority rights to transfer to any other job within the bargaining unit that his or her education and ability permits him or her to hold. An Employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he or she is transferred.

Section 6

The Village will notify the Union ten (10) calendar days in advance of a layoff. The notification shall include the names of the employees the Village proposes to lay off.

ARTICLE 14

LEAVE OF ABSENCE

A. Eligibility Requirements: Employees shall be eligible for leaves of absence without pay after one (1) year of service with the Employer, computed from the Employee's last date of hire, not to exceed thirty (30) days: provided, however, that such leaves may be extended or renewed but not in excess of thirty (30) additional days. Such leaves shall be granted for any reasonable purpose. A reasonable purpose in each case shall be agreed upon by the VWDPWA and the Employer.

B. Application for Leaves

1. Any request for a leave of absence shall be submitted in writing by the Employee to his or her immediate Supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the Employee desires.

2. Authorization for a leave of absence shall be furnished to the Employee by his or her immediate Supervisor, and it shall be in writing.

3. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves because of special urgency shall be answered before the end of the shift on which the request is submitted.

4. In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, Employees shall be returned to the position they held at the time the leave of absence was requested.

ARTICLE 15

SICK LEAVE

A. Any probationary or permanent Employee contracting or incurring any non-service connected sickness or disability which renders him or her unable to perform the duties of his employment, or who is quarantined by health authorities, or must make medical visits which cannot be scheduled during non-working hours as a result of any illness or injury, shall receive sick leave with pay, providing that such sick leave has been accumulated. Any sick leave authorized shall be charged to that Employee in not less than one-half day units.

B. Employees shall be eligible for sick leave after twenty (20) days of service with the Employer.

C. All Employees will receive one day of sick leave for each month of service, provided the Employee actually worked at least one half of the month.

D. An Employee may be required by the Employer to produce a physician's certificate after three (3) consecutive days of sickness or

disability. Employees who have taken more than eight (8) days sick leave without a confirming physician's certificate in any one calendar year may, for the remainder of that calendar year, be required, at the discretion of the Employer, to produce a physician's certificate attesting to such inability to work because of sickness or disability to qualify for sick leave with pay.

ARTICLE 16

WORKER'S COMPENSATION

Absence due to injury and Worker's Compensation:

A. The employer shall provide coverage for all Employees covered by this agreement under the Worker's Compensation Law of New York State.

B. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receive Worker's Compensation benefits, shall be eligible to receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sums shall be deducted from sick leave credits or accrued vacation leave not to exceed the total amount of such accumulation, which accumulation shall include all accrued sick leave.

C. An Employee who is injured in the course of his employment with the Employer and who is entitled to sick leave benefits and who elects to use his sick leave purpose of maintaining his full pay status during the period of his disability, shall be required to endorse his Worker's Compensation award checks back to the Employer. On the exhaustion of all sick leave credits an Employee may have accumulated, the Employee shall then no longer be required to endorse his compensation check over to the Employer.

ARTICLE 17

TERMINATION LEAVE PAY

Upon retirement of an Employee, such Employee is entitled to \$70.00 per day for each unused day of accumulated sick leave to a maximum of all unused sick time.

ARTICLE 18

BEREAVEMENT

The Employer shall pay an Employee for such time as is necessary for the Employee to be absent from scheduled work for the purpose of attending the funeral of the following relatives of the Employee: spouse, mother, father, grandparent, foster parent, child, step-parent, mother-in-law, father-in-law, brother, sister, step-child, brother-in-law and sister-in-law. Such period of time shall begin on the day of death of such relative and shall end on the day of the funeral for such relative. In no event will the payment for such time lost from work exceed three days pay.

Also, the Employer shall pay an Employee for such time as is necessary for the Employee to be absent from scheduled work for the purpose of attending the funeral of the following relatives of the Employee: niece, nephew, aunt, uncle and first cousin. In no event will the payment for such time lost from work exceed one days pay.

ARTICLE 19

SALARIES

A. Salaries will be paid in accordance with the adopted bi-weekly salary schedule.

B. Beginning June 1, 2005, each Employee will receive a pay increase of \$.60 per hour of said Employee's base hourly rate for the year commencing June 1, 2005 and ending May 31, 2006.

C. Beginning June 1, 2006, each Employee will receive a pay increase of \$.60 per hour of said Employee's base hourly rate for the year commencing June 1, 2006 and ending May 31, 2007.

D. Beginning June 1, 2007 each Employee will receive a pay increase of \$.60 per hour of said Employee's base hourly rate for the year commencing June 1, 2007 and ending May 31, 2008.

E. Beginning June 1, 2008 each Employee will receive a pay increase of \$.65 per hour of said Employee's base hourly rate for the year commencing June 1, 2008 and ending May 31, 2009

ARTICLE 20

LONGEVITY PAY

Effective June 1, 1991, in addition to his or her annual salary, each Employee will receive longevity pay for each consecutive five (5) years of service up to a maximum of twenty (20) years of service. Such years of service shall be computed as provided in ARTICLE 11 of this agreement. Such longevity pay will be payable in a lump sum on or about June 1 of each year, but not later than the next full payroll period

Longevity rate of pay as follows:

After 5 years	\$ 800.00
After 10 years	\$1,100.00
After 15 years	\$1,500.00
After 20 years	\$1,800.00

ARTICLE 21

RETIREMENT

The Employer agrees to adopt and implement the following section of the N.Y.S. Employees Retirement System:

non-contributory with exception of tiers three and four as provided by law.

ARTICLE 22

PHYSICAL EXAMS

All Employees will have physical examinations to determine fitness for duty as required or requested by the Employer. Cost for such physicals shall be paid by the Employer.

ARTICLE 23

VACATIONS

A. All Employees will be eligible for paid vacation time as follows:

After 1 year of service	Five days
After 2 years of service	Ten days
After 5 years of service	Fifteen days
After 10 years of service	Twenty days
After 20 years of service	Twenty five days

B. Each Employee, eligible for paid vacation time as aforesaid, will take and use paid vacation time under the following terms and conditions:

(a) The scheduling thereof will be subject to the approval of the Department Supervisor or his or her designees, with seniority being the determining factor in the selection of vacation if a conflict arises.

(b) The vacation year is defined as January 1 to December 31.

(c) In order to be eligible to receive any vacation, Employees must work at least twenty-six weeks in the prior year. The amount of vacation shall be calculated as follows:

(Amount of weeks worked minimum 26 weeks)	multiplied by	(number of weeks of vacation eligibility in Article 23A)

divided by 52 weeks		

(d) The paid vacation time will be taken within the year in which it is earned, or it will be forfeited.

ARTICLE 24

HOLIDAYS

A. Each Employee will be entitled to the following holidays:

1) New Year's Day, 2) Good Friday, 3) Memorial Day, 4) Independence Day, 5) Labor Day, 6) Columbus Day, 7) Veteran's Day, 8) Thanksgiving Day, 9) Friday after Thanksgiving, 10) Christmas Day,

B. If any of the above holidays fall on a Saturday, it shall be observed on the preceding Friday. If any fall on a Sunday, it shall be observed on the following Monday.

C. Eligibility: In order to qualify for Holiday pay, the Employee must have worked the last normal scheduled full work day prior to and the next normal scheduled work day after such Holiday unless a legitimate excuse is given or excused by Management. (Legitimate tardiness will be excused.) Overtime on the scheduled work day prior to a Holiday shall be on a voluntary basis. If the required number of volunteers are not obtained, management will schedule the number of Employees required. Sick days used the day before or after a holiday are not a legitimate excuse within the meaning of this paragraph unless the Employee is hospitalized.

D. Any Employee of the VWDPWA who is required to work on any of the above listed Holidays shall be given time and one-half for the hours worked on such day in addition to their normal Holiday day's pay.

E. Employees on compensation, disability or layoff shall be paid only for the first holiday which occurs after they become inactively employed.

ARTICLE 25

SAFETY

No Employee shall be required to use equipment which does not meet the safety requirements of State Law. If an Employee feels there is a safety problem with any equipment, a grievance can and should be filed by said Employee.

ARTICLE 26

EFFICIENCY AND COOPERATION

The VWDPWA recognizes that the Employer has the right to require from each Employee efficient and economical service in the performance of

his duties. The VWDPWA undertakes that the Employees will not oppose or interfere, directly or indirectly, with the efforts of the Employer to train Employees and to improve skill and ability. All Employees shall individually and collectively perform faithful and efficient service to the best of their ability and cooperate with the Employer and with the members of their own and other departments in promoting and advancing the welfare of the Employer at all times.

ARTICLE 27

HEALTH CARE INSURANCE

Employer will pay on behalf of each Employee, the monthly premium of Health Care Insurance purchased from the group carrier with whom the Employer contracts for such insurance. Any Employee covered by this agreement and hired after June 1, 1991 will be responsible to pay ten (10) per cent of the cost of the monthly premium.

Any Employee who is eligible for coverage under another person's insurance plan may elect to decline insurance coverage offered by the Employer, upon proof of other coverage to the Employer. Any Employee declining such insurance coverage shall receive \$250.00 per month for each month in which they decline insurance from the Village. The Employee shall have the right to return to the Village's group coverage upon a change in status or during any open enrollment period.

In the event an Employee retires, said Employee will not be treated in any more or any less favorable fashion than any other Village Employee, not covered by the Agreement, in the area of health care benefits, except Employees must have completed ten (10) years of continuous service and

retired under the provisions and laws of the N.Y.S. Retirement System. Notwithstanding the foregoing provision, the following restrictions shall apply to retirees' entitlement to Health Care Insurance:

A retiree who qualifies for coverage of Health Insurance will be required to pay any cost for such coverage in excess of the amount paid by the Village at the time of his or her retirement.

At the time of retirement, a retired employee will have a one time only choice of choosing the health insurance and paying the increases or taking the stipend that is offered to employees who have opted not to take Village health insurance, as long as they have insurance elsewhere.

ARTICLE 28 SAVING CLAUSE

In the event any provision of this Agreement is determined to be invalid or illegal, the validity or illegality thereof shall not effect the remainder of the Agreement. Any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 29 VOLUNTEER FIREMEN

A. Employees may be members of the Volunteer Fire Departments.

B. The Employer shall excuse a reasonable amount of time absent from the place of employment caused by direct emergency duties of duly authorized volunteer firefighters. In such cases, the Employer may require

the Employee to submit satisfactory evidence that the absence was due to such emergency duties.

C. No Village Employee covered by this agreement shall be a Fire Chief if it be determined by the Employer that being Fire Chief would interfere with the Employee's duties to the point of being impractical.

ARTICLE 30

JURY DUTY AND ATTENDANCE AT JOB RELATED COURT MATTERS

Any Employee who misses regularly scheduled work because he/she serves on jury duty shall be paid the difference between his/her wages for jury duty and the Employee's regular pay. An Employee who misses regularly scheduled work because he/she is required, by the Village, to attend a job-related court matter, shall be paid his/her regular pay for work time lost while in such attendance. Time spent on jury duty will not be used in computing overtime. No time shall be charged against the Employee.

ARTICLE 31

PERSONAL LEAVE

A. Employees shall be allowed four (4) days personal leave with pay for the purpose of personal business and religious observation subject to the provisions of this Article.

B. The Employer shall not require a member to give a reason as a condition for approving the use of personal leave credits, provided, that prior approval for the requested leave be obtained.

C. Personal leave shall not be carried over from year to year and must be used in hourly increments.

ARTICLE 32

FAMILY AND MEDICAL LEAVE POLICY

The Village of Waterloo (the “Village”) has adopted the following policy in accordance with the Family and Medical Leave Act of 1993 (“FMLA”). The Village and its Employees have all of the rights and responsibilities established by the FMLA.

Pursuant to the FMLA, eligible Employees may take up to a total of 12 (twelve) weeks of family and/or medical leave in a twelve (12) month period for one or more of the following reasons:

1. The Employee’s own serious health condition that makes the Employee unable to perform his or her job (including absences covered by Worker’s Compensation, N.Y.S. Disability, and paid sick leave);
2. To care for a spouse, child (under age eighteen (18), or parent who has a serious health condition);
3. To care for a newborn child or a child placed with the Employee for adoption or foster care (within twelve (12) months of the birth or placement).

FMLA leaves are unpaid except to the extent expressly provided otherwise in this Policy.

To be eligible for leave under this Policy an Employee must have been employed by the Village for at least twelve (12) months and have worked 1,250 hours or more during the twelve (12) month period immediately preceding the leave date.

Eligible employees are entitled to a maximum of twelve (12) weeks of family/medical leave in a “leave year”. An Employee’s leave year is determined on a “rolling” twelve (12) month basis measured backward from the date an Employee uses any family medical leave. Thus, each time an Employee takes a leave under this Policy, the remaining leave entitlement will be any balance of the twelve (12) weeks that has not been used during the immediately preceding twelve (12) months.

When leave is taken because of a serious health condition of an Employee or the Employee’s family member, the Employee must use as part of the leave any accrued paid sick or vacation leave (i.e., use allowable paid and unpaid leave days concurrently). When leave is taken for the birth, adoption, or placement of a child for foster care, the Employee must use as part of the leave all accrued vacation leave.

The Village reserves the right to require medical certification issued by a health care provider to support an Employee’s request for family/medical leave. The Village also reserves the right to require second or third medical opinions and periodic recertification as authorized by FMLA. The cost of any second or third opinion, if not covered by insurance, shall be borne by the Village. When a leave is due to an Employee’s own serious health condition, the Village reserves the right to require medical certification of the Employee’s fitness to return to work. Failure to provide proper medical certification may result in denial of leave or of a return to work request.

Leaves taken due to a serious health condition of the Employee or the Employee’s family member may be scheduled on an intermittent or reduced schedule basis when medically necessary (e.g., to receive recurring physical therapy or chemotherapy treatment). An Employee taking leave on an

intermittent or reduced schedule basis may be temporarily assigned by the Village to another position with equivalent pay and benefits that, in the Village's judgment, better accommodates the leave.

When the reason for the family/medical leave is foreseeable, such as for the birth or placement of a child, or for planned medical treatment due to a serious health condition, the Employee must provide the Village with at least thirty (30) days advance notice. Where this is not practicable, notice should be given as soon as possible. Failure to provide proper notice may result in denying or delaying a leave request. Employees must also make a reasonable effort to schedule planned medical treatments so as not to disrupt unduly the operations of the Village.

During a leave pursuant to this policy, the Village will continue Employee health insurance benefits at the same level as if the Employee were working, and the Employee's contribution, if any, will continue to be deducted from the Employee's pay. In the event that an Employee's pay does not cover the necessary contribution, the Employee will be required to make the appropriate contribution directly to the Village by the first day of each month to avoid termination of coverage. If an Employee fails to return to work upon expiration of a leave granted pursuant to this policy, the Village may recover its share of premiums paid during any period of an unpaid leave subject to the restrictions of the FMLA. Employees returning to work after a leave pursuant to this Policy will be placed in their previous position or an equivalent position with the same pay, benefits, and similar terms and conditions of employment.

ARTICLE 33

DURATION OF AGREEMENT

This Agreement shall become effective as of June 1, 2005 and shall expire May 31, 2009.

VILLAGE OF WATERLOO
DEPARTMENT OF PUBLIC WORKS ASSOCIATION

BY: James J. King Jr.
BY: Alan R. Bruch
BY: Robert L. Hoop

VILLAGE OF WATERLOO

BY: Lee C. Cato, Mayor
BY: Steve D. ...