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

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Employer Name: **Little Falls, City of**

Union: **Little Falls Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

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Expiration Date: **12/31/00**

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Little Falls, City Of And Csea (Public Works-Sewage Plant Unit)

**1998-2000  
AGREEMENT  
BETWEEN  
THE CITY OF LITTLE FALLS  
AND  
THE LITTLE FALLS UNIT OF CSEA, INC.**

**PREAMBLE**

This is an Agreement, by and between the **City of Little Falls**, New York, municipal corporation, (hereinafter referred to as the "Employer"), and the **Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO**, by its City of Little Falls Unit (hereinafter referred to as CSEA).

The employer recognizes Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union, as the sole exclusive bargaining agent, by its Little Falls Unit, with respect to salaries wages, hours, and all other terms and conditions of employment for the employees in the bargaining unit.

The collective bargaining unit shall include all of the employees and titles in the Sewage Treatment Plant and the Department of Public Works *excluding substitute, seasonal, crew chief, assistant crew chief, greenskeeper, assistant greenskeeper, chief wastewater treatment plant operator, assistant chief wastewater treatment plant operator, Public Works supervisor, and clerical or secretarial titles.*

WHEREAS, the parties are desirous of complying with the New York State Public Employment Relations Law and the protection and advancement of the rights of the Employees of the City of Little Falls, New York, represented by CSEA and for whom they have been either recognized as the bargaining agent by the Employer, it is agreed as follows:

**ARTICLE I.**

1-1. The employees hereby affirm that they do not assert the right to strike against the Employer in compliance with Section 297, Subsection 3, of the Taylor law.

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**

OCT 20 1998

OFFICE OF THE CLERK

(315) 823-2400

## ARTICLE II. DEDUCTIONS

2-1. The Civil Service Employees Association, Inc., shall have the exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to CSEA, Inc., Capitol Station, PO Box 7125, Albany, NY 12224, on payroll period basis.

2-2. Any employee who is not a union member shall pay to the union each month a service charge which will be called an agency shop fee. Such fee shall be an amount equal to the regular monthly dues of the union. The employer agrees to deduct agency shop fees each pay period and forward to CSEA, Inc. as stipulated in paragraph A above, accompanied by a list of people from whom the agency shop fee has been deducted.

2-3. The City will provide all employees payroll deduction for USSB and other payroll savings plans.

## ARTICLE III. WAGES

3-1. A general wage increase of three percent (3%) using the 1997 regular time hourly wage as the base rate shall be granted to all Members of the bargaining unit for 1998, retroactive to January 1, 1998. A general wage increase of one percent (1%) using the 1998 regular time hourly wage as the base rate shall be granted to all Members of the bargaining unit for 1999. A general wage increase of two point five percent (2.5%) using the 1999 regular time hourly wage as the base rate shall be granted to all Members of the bargaining unit for the year 2000. Regular pay days shall be on Thursday bi-weekly. When a pay period falls on a holiday, checks will be issued the day before the holiday.

3-2. Hourly Rate Schedule. All employees shall receive the hourly rate indicated on this schedule for the employee's title and the applicable year.

TITLE	1998 HR/RATE	1999 HR/RATE	2000 HR/RATE
<i>Automotive Repairer</i>	\$12.79	\$12.92	\$13.24
<i>Heavy Equipment Mechanic</i>	11.62	11.74	12.03
<i>Working Crew Leaders</i>	11.38	11.50	11.79
<i>Park Maintainer</i>	11.14	11.24	11.53
<i>Auto Body Repairer</i>	10.83	10.94	11.21
<i>Motor Equipment Operator</i>	10.41	10.51	10.77
<i>Maintenance Worker</i>	10.02	10.12	10.37
<i>Laborer #1</i>	7.09	7.16	7.34
<i>Laborer #2</i>	9.58	9.68	9.92
<i>Wastewater Treatment Plant Operator</i>	12.38	12.50	12.81
<i>Wastewater Treatment Plant Attendant</i>	10.00	10.10	10.35

<b>TITLE</b>	<b>1998 HR/RATE</b>	<b>1999 HR/RATE</b>	<b>2000 HR/RATE</b>
<i>Reservoir Attendant</i>	10.64	10.75	11.02
<i>Cleaner</i>	7.21	7.28	7.46
<i>Grounds Maintenance Helper</i>	5.85	5.91	6.06
<i>Water Meter Repairer</i>	10.82	10.93	11.20
<i>Water Treatment Plant Operator</i>	12.38	12.50	12.81

3-3. Laborers will be hired at the Laborer #1 rate on the hourly rate schedule. After successful completion of the probationary period, laborers will progress to the laborer #2 rate.

3-4. The City shall not be required to fill a position because the title of the position is listed in the hourly rate schedule.

#### **ARTICLE IV. SHIFT DIFFERENTIAL**

4-1. The Employer shall pay an additional ten percent (10%) for all Department of Public Works Employees working hours other than the normal daytime shift, and any weekends after the hour of 3:00 p.m. until the hour of 7:00 a.m.

##### **4-2. Sewage Treatment Plant Employees:**

a) The Employer shall also pay an additional ten percent (10%) of the base rate to the Employees of the Sewer Plant who work hours other than daytime hours, which are 7 a.m. to 5 p.m.

#### **ARTICLE V. OVERTIME**

5-1. All employees shall receive overtime compensation at the rate of time and one half of the regular hourly wage for any hours worked over and above the regular workday and/or work week, which are at least eight (8) hours and forty (40) hours respectively. Any hours worked over eight hours per day shall be considered overtime. Work performed on Sundays and holidays shall be paid at double time rate.

##### **5-2. Department of Public Works Employees -**

Before offering straight time or overtime work to part-time or substitute employees, the employer will use the following procedure to offer overtime work to full-time employees.

1) A rotating overtime roster will be put into effect for the full-time public works employees. The initial list will be in order of seniority, with the most senior full-time employee first on the list. In each case, the employer will offer

overtime opportunities to the first employee on the list and then proceed to make the offer to each employee in list order. After each employee on the list is personally offered overtime, his/her name shall be placed on the bottom of the list for the next offering. The employee's name moves to the bottom whether they accept or reject the offer. If the employer does not speak directly to the employee, the employee's name shall remain at the top of the list. The employer will always offer overtime opportunities to all employees on the full-time list before offering them to part-time or substitute employees.

## **ARTICLE VI. CALL BACK TIME**

6-1. Any Employee called back to work *after his work day is completed without prior notice* shall receive a minimum of two (2) hours plus overtime for his work.

## **ARTICLE VII. LONGEVITY**

7-1. Employees shall receive a longevity payment upon the completion of the appropriate number of years of service as follows:

	<u>1998-2000</u>
5 thru 9 years service	\$500.00
10 thru 14 years service	800.00
15 thru 19 years service	900.00
20 thru 24 years service	1000.00
25 years and over	1250.00

7-2. Employees are to be paid with a separate check in November.

7-3. Longevity shall be calculated based on total number of years served with the City regardless of department and shall also include time served as CETA employee with City.

## **ARTICLE VIII. WORKING OUT OF TITLE**

8-1. Employees who perform work outside of their job title and the other title carries a higher rate of pay, compensation shall be given at the normal rate of pay for the higher title while so working, *provided that the employee has been approved by Civil Service as qualified for the higher level title*. This provision shall apply at all times except for a ten (10) day training period when a man is being trained to operate a piece of equipment that he has never operated before. With the exception of filling in for the *Crew Chief and Assistant Crew Chief*, when the higher rate of pay will commence immediately.

## **ARTICLE IX. PLOWING**

9-1. When a plow truck has a wing plow, there will be two DPW employees assigned. When a plow truck does not have a wing plow, only one employee will operate the plow.

## **ARTICLE X. SENIORITY**

10-1. The principle of seniority will prevail at all times subject to the rules and regulations of the Employer and shall apply to job selection, selection of vacation periods, layoffs, and rehire. However, qualifications shall be a determining factor in job selection.

## **ARTICLE XI. GRIEVANCE PROCEDURE**

11-1. Any employee (regardless of jurisdictional classification) grievance involving discipline, the application or interpretation of this Agreement shall be settled in the following manner. Grievants are required to appeal the written decisions of the employer within the time period specified, or it will be considered to have been abandoned. If the Employer representative should fail to render a decision within the time limit provided in each step of the grievance procedure, the grievance shall be automatically processed at the next step of the procedure.

An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as a result of the exercise of his rights under this article. A union member shall be entitled to representation by a union representative throughout the grievance procedure

Disciplinary grievances will be submitted to Step III of this procedure. Except for newly hired employees on probation, all employees have the right to grieve discipline.

Step I. The employee or CSEA shall present the grievance in writing to the *Crew Chief*, or Sewage Plant Chief Operator (whichever applies to the employee), not more than thirty (30) calendar days after the date on which the grievance occurred. The *Crew Chief*, or Sewage Treatment Plant Chief Operator (whichever applies to the employee), shall reply in writing to the employee within five (5) working days.

Step II. In the event that such problems or questions are not successfully resolved or answered at Step One (1) of this procedure, the employee(s) should present the same in writing to the *Public Works Supervisor or City Engineer* within ten (10) working days. The *Public Works Supervisor or City Engineer* shall inform the employee(s) of his answer within ten (10) working days.

Step III. In the event the problem is not resolved in Step I or Step II, the employee shall have the right to present the grievance to the Mayor and Board of Public Works within ten (10) working days. The Mayor and Board of Public Works shall render a decision within 30 days of the presentation of the grievance.

Step IV. In the event that a disciplinary grievance is not resolved at Step III, the CSEA, Inc. may appeal this disciplinary grievance to third-party resolution. The CSEA, Inc. will notify the employer within twenty-one (21) calendar days of its intent to proceed to third-party resolution. The third party will be mutually chosen by the City and CSEA. The fees and expenses of the third party will be split between the parties. Each party will bear the cost of preparing and presenting its own case. The third party shall be confined to the precise issue or issues submitted to third-party resolution. The third party shall have no authority to determine any other issues not so submitted. The third party shall have no power to add to, subtract from, or modify the terms or provisions of this Agreement. *The Third Party's decision shall be advisory and non-binding. Employees who appeal disciplinary actions through the grievance procedure shall waive their rights to all other legal proceedings, but not limited to Section 75 of the Civil Service Law.*

## ARTICLE XII. VACATIONS

12-1. New employees hired between January 1 and April 30 shall receive one week of paid vacation in that calendar year. New employees hired before April 30 who leave employment before their first anniversary date shall receive a prorated portion of the one week vacation. Thereafter, each Employee shall receive a paid vacation as follows:

After one year service	2 weeks
After five years service	3 weeks
After six years service	3 weeks and one day
After seven years service	3 weeks and two days
After eight years service	3 weeks and three days
After nine years service	3 weeks and four days
After ten years service	4 weeks
After eleven years	4 weeks and one day
After twelve years	4 weeks and two days

After thirteen years service	4 weeks and three days
After fourteen years service	4 weeks and four days
After fifteen years service	5 weeks
After twenty years service	6 weeks

12-2. All employees are to receive at least one (1) week of their vacation during the months of June, July and August, and then, if at the discretion of the department head it is possible, additional weeks of vacation will be granted during the summer months.

12-3. Employees will be able to carry over up to ten (10) unused vacation days per year.

12-4. *Granting or denial of requested vacation time off shall be at the sole and exclusive discretion of the Employer. Scheduled vacation time can be rescinded in emergency situations.*

**ARTICLE XIII. PERSONAL LEAVE**

13-1. Personal leave of up to thirty two (32) hours of paid personal leave per year will be granted with a twelve hour prior notice to the Supervisor.

13-2. Personal leave may be taken in hourly units.

**ARTICLE XIV. FUNERAL LEAVE**

14-1. Funeral leave of up to three (3) days covering loss of time for death in the family of the following: Husband, wife, children, brother, sister, father, mother, father-in-law, mother-in-law, sister-in-law, brother-in-law or grandparents, or other immediate household members.

**ARTICLE XV. SAFETY**

15-1. No employees shall be required to operate any equipment or work in any site that does not meet with the New York State Vehicular Safety Regulations or PESHAs regulations.

15-2. *The Employer will allow Employees to wear a plain orange T-shirt in place of a safety vest.*



## **ARTICLE XVI. HOLIDAYS**

16-1. All Employees shall receive the following paid holidays:

New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, 1/2 day Election Day (Employees work 7 a.m. to 11 a.m.), Columbus Day, Veterans Day (Nov. 11), Thanksgiving Day, Friday after Thanksgiving, December 24, Christmas Day, Employee's birthday.

16-2. When holiday falls on a Saturday employees will receive the preceding Friday off and when holiday falls on a Sunday, they will receive the following Monday off.

16-3. FLOATING HOLIDAY - The floating holiday and employee's birthday must be taken during the calendar year. Twenty-four (24) hour notice must be given to the *Crew Chief or Sewage Plant Chief Operator* before it is approved. In the event that two employees apply for the same day, the one with the most seniority shall have preference.

## **ARTICLE XVII. HOSPITALIZATION AND LIFE INSURANCE**

17-1. The Employer agrees to provide hospitalization, major medical and dental insurance coverage in accordance with the existing Blue Cross medical plan for the City for any and all regular full time Employees. Life Insurance amounting to \$15,000 will be furnished by the Employer at no cost to the Employee. In addition, there will be an accidental death and dismemberment rider for the employee in the amount of \$15,000. Also, the policy shall provide life insurance for the employee's spouse in the amount of \$5,000 and for each dependent child in the amount of \$1,500 from 10 days to six months and \$5,000 from the age of six months to the maximum age allowed under this coverage. *The Employer may change the health carrier or method of providing health insurance with thirty (30) days' notice to the Union, and if benefits are comparable or better.*

17-2. New employees hired after January 1, 1996 will contribute twenty percent (20%) of their hospitalization premium.

17-3. *Effective January 1, 2000, "Pre-1/1/96" Employees will be responsible to pay 5% (five percent) of the individual or family plan (e.g.: The Employer will contribute 95% as of January 1, 2000). The "Post-1/1/96" Employees will remain at an 80%/20% Employer rate.*

*Also effective January 1, 2000, a "Flex Plan" (Section 125) will be put in effect for health-related benefits only.*

## **ARTICLE XVIII. RETIRED EMPLOYEES HOSPITALIZATION**

## **INSURANCE**

18-1. The City agrees to furnish an Employee upon retirement with one month of paid coverage under the plan for each day of unused sick leave not to exceed one hundred and sixty (160) days. Monthly payments are not to exceed \$50.00 per month, or thirty percent (30%) of said premiums, whichever is greater.

18-2. Employees may choose to receive a cash payment of Fifty Dollars (\$50.00) per day, times the number of sick days accumulated, to a maximum of one hundred and sixty (160) days, payable upon retirement, instead of paid health coverage. Any employee who chooses a cash settlement will be asked to make his or her intentions known to the City by February 1st, so that appropriate money can be a part of the year's budget. The employee can change his intention of retiring at any time.

### **ARTICLE XIX. OPTOMETRIC**

19-1. Employees are entitled to \$200 per year *per family* for *optical expenses*. Employee will submit receipt for such and be reimbursed by the City.

### **ARTICLE XX. SICK LEAVE**

20-1. Sick leave will be granted to employees at the rate of one day per month. In addition, two days will be added on January 1 of each year for a total of fourteen (14) days per year. Sick leave may be accumulated up to a total of 160 days. Sick leave will be granted when an employee is sick and unable to work. If the employee is sick for more than three (3) days, a doctor's certificate must be presented.

20-2. In the event an employee uses all his sick leave, personal days, and vacation days, an extension of sick leave may be granted by the Board of Public Works.

### **ARTICLE XXI. PAST PRACTICES**

21-1. All existing rules, regulations, practices, benefits, and general working conditions granted and allowed previously by the Employer shall remain and nothing contained in this Agreement shall be construed to take away from any Employee or reduce any wages, benefits, or conditions he now has which are either not covered in this agreement hereby.

### **ARTICLE XXII. WORK CLOTHING ALLOWANCE**

22-1. The City agrees to reimburse the Employee in the amount of \$400.00 annually payable in a separate check with no taxes taken out at the request of the employee. New employees will be prorated using the following formula:

$1/12 \times \$400.00 \times \text{number of months left in the calendar year including the month of hire}$

### **ARTICLE XXIII. INVALIDITY**

23-1. In the event that any portion of this agreement shall be declared invalid or illegal, the remainder of this agreement shall remain in full force and effect.

### **ARTICLE XXIV. IMPLEMENTATION**

24-1. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by agreement of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.

### **ARTICLE XXV. RETIREMENT**

25-1. The Employer does provide paid membership for each employee in the New York State Employees' Retirement System.

### **ARTICLE XXVI. LICENSING, CERTIFICATION AND EDUCATION**

26-1. Expenses for courses that are required by the government or the employer will be paid by the employer. Expenses from courses that are not required but enhance job performance may also be paid by the employer. These courses must have the prior approval of management. Upon such approval the employer will pay 75% of the expenses for courses that are not required. The approval, or lack of approval, by management may not be grieved.

26-2. The first time an employee purchases any license or permit required by the government or the employer, the employer will pay the full cost of the license or permit. The employer will only pay fifty percent (50%) of the cost of any renewal. The employer will not pay for tests for such licenses or permits.


**ARTICLE XXVII.**

**DURATION**

27.1 This agreement will remain in full force and effect for all its terms and conditions from *January 1, 1998 until December 31, 2000*. If on January 1, 2001, no new agreement has been executed, the parties agree that all of the terms, provisions and benefits of the agreement will remain in effect until a new agreement has been executed retroactive to the extent permitted by law to January 1, 2001.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by duly authorized representatives on Oct. 13, 1998.

**THE CITY OF LITTLE FALLS, NEW YORK**

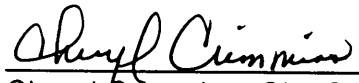
BY   
George Craig Hebert, Mayor

BY   
Finance Committee Member

BY   
Finance Committee Member

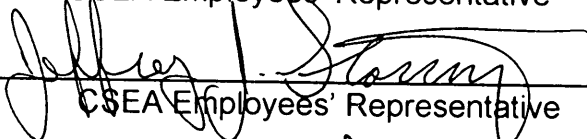
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Finance Committee Member

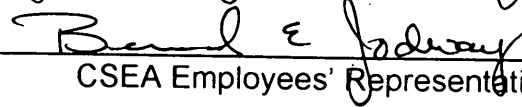
ATTEST:

  
Cheryl Crimmins, City Clerk

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

BY   
CSEA Employees' Representative

BY   
CSEA Employees' Representative

BY   
CSEA Employees' Representative

BY \_\_\_\_\_  
CSEA Employees' Representative

BY \_\_\_\_\_  
CSEA Employees' Representative