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Contract Database Metadata Elements

Title: **Little Falls, City of and Little Falls Foremen's Group (1998)**

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

Union: **Little Falls Foremen's Group**

Local:

Effective Date: **01/01/98**

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Little Falls, City Of And Little Falls
Foremens Group

RESOLUTION NO. 7
January 12, 1999

By Alderman TALABA

WHEREAS, the previous collective bargaining agreement between the Foremen's Group and the City of Little Falls expired on December 31, 1997; and,

WHEREAS, the Finance Committee has recently completed negotiations with representatives of said Group; and,

WHEREAS, a three-year agreement with said Group is proposed with a three percent (3%) wage increase for 1998 retroactive to the first pay period in January, 1998, a two percent (2%) wage increase for 1999, and a three percent (3%) wage increase for the year 2000, plus additional benefits and changes in wording.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor is authorized, empowered and directed to execute a collective bargaining agreement with said Group to cover the period January 1, 1998 through December 31, 2000.

SECONDED BY ALDERMAN CRIMMINS

Roll Call: ALDERMEN SHEPARDSON, TOOLEY, DEMING, ROMEO, CRIMMINS,
TALABA, JODWAY

Approved:


George Craig Hebert, Mayor

1098
24460 C1
PST

1998-2000
AGREEMENT BETWEEN
THE CITY OF LITTLE FALLS
AND
THE FOREMEN'S GROUP

Chief Sewage Treatment Plant Operator
Crew Chief
Assistant Crew Chief
Assistant Chief Sewage Treatment Plant Operator

It shall be the public policy of the City of Little Falls and the purpose of this Agreement to promote harmonious and cooperative relationships between the City of Little Falls and its Employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between the City of Little Falls (hereinafter referred to as the "Employer") and the Foreman's Group (hereinafter referred to as the "Employees").

ARTICLE I. COLLECTIVE BARGAINING UNIT

1-1. The Collective Bargaining Unit shall consist of Chief Sewage Treatment Plant Operator, Assistant Chief Sewage Treatment Plant Operator, Crew Chief and Assistant Crew Chief

ARTICLE II.

2-1. The Employer agrees that the Employees in the Foreman's Group shall be the sole and exclusive representatives for themselves for the purpose of collective bargaining and grievances.

2-2. The Employees affirm that they do not assert the right to strike against the Employer and they shall not cause, instigate, encourage or condone a strike.

ARTICLE III. DEDUCTIONS ...

3-1. The Employees may request payroll deductions for the purchase of Savings Bonds.

ARTICLE IV. WAGES

4-1. Each Employee in this Group shall receive a three percent (3%) wage increase for the year 1998. Said increase shall be retroactive to January 1, 1998. Each Employee in this Group shall also receive a two percent (2%) wage increase for the year 1999, retroactive to January 1, 1999, and a

three percent (3%) wage increase for the year 2000.

- 4-2. Each Employee in this Group shall receive \$750.00 annually in lieu of other demands. Said \$750.00 will be payable in the first pay period of November of each year. Anyone not a member of the bargaining unit as of January 1, 2000 will not receive in-lieu-of payment.

ARTICLE V. OVERTIME

- 5-1. 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 workweek, which are at least eight (8) hours and forty (40) hours respectively.
- 5-2. Employees shall be paid double time for hours worked on Sundays or holidays and time and one-half for Saturdays.
- 5-3. A form provided by the City will be used to track overtime at the Sewage Treatment Plant and Streets. This form will be submitted to the Board of Public Works Supervisor on a bi-weekly basis. The Chief Sewage Treatment Plant Operator and Crew Chief will be responsible for submitting this form. The form will document all overtime assigned. (Added 1/12/99)

ARTICLE VI. CALL-BACK TIME

- 6-1. An Employee unexpectedly called back to work outside his regularly scheduled hours will receive time and one-half for the actual time worked, plus two (2) hours at straight time for the call-back.

ARTICLE VII. SHIFT DIFFERENTIAL

- 7-1. The Employer will pay an additional ten percent (10%) per hour for any Employee in this Group working a shift other than the normal daytime shift and any weekends after the hour of 4:00 p.m. until the hour of 7:00 a.m.

ARTICLE VIII. VACATION

- 8-1. New Employees hired between January 1 and April 30th shall receive one (1) week of paid vacation in that calendar year. Thereafter the following schedule will apply:

After 1 year.....	2 weeks
After 5 years.....	3 weeks
After 6 years.....	3 weeks, 1 day
After 7 years.....	3 weeks, 2 days
After 8 years.....	3 weeks, 3 days
After 9 years.....	3 weeks, 4 days
After 10 years.....	4 weeks
After 11 years.....	4 weeks, 1 day
After 12 years.....	4 weeks, 2 days
After 13 years.....	4 weeks, 3 days
After 14 years.....	4 weeks, 4 days
After 15 years.....	5 weeks
After 20 years.....	6 weeks

8-2. All Employees are to receive at least one (1) week of their vacation during the months of June, July, and August, and if it is possible, then additional vacation will be granted during the summer months at the discretion of the Department Head. If it is not possible for any employee to use all of his vacation time in any given year, he shall be given the option of either carrying forward to the following year any accumulated unused vacation time or of receiving payment in lieu of vacation days earned by December of the same year. Such payment shall be computed at the regular straight time rate and payable in the first pay period of December of each year.

ARTICLE IX. PERSONAL LEAVE

9-1. Upon request from the Employee, Paid Personal Leave may be granted by the immediate supervisor. If the request is denied, then the Employee has the right to appeal directly to the Mayor. Personal leave will not be used for vacation, recreation, holiday, or purpose associated with a second occupation (added 1/12/99).

ARTICLE X. FUNERAL LEAVE

10-1. Paid Funeral leave of up to three (3) scheduled days that occur at the time of death for the loss of the following (amended 1/12/99): husband, wife, children, brother, sister, father, mother, father-in-law, mother-in-law or grandparent, sister-in-law and brother-in-law, or other immediate household member.

ARTICLE XI. SICK LEAVE

11-1. Employees will be granted paid sick leave at the rate of one (1) day per month. In addition, two (2) days will be added January 1st for a total of

fourteen (14) days per year. Employees may accumulate unlimited sick leave days. It is understood that a maximum of 185 (amended 1/12/99) days only will be credited to the employee at the time of retirement for the purpose of determining the City's contribution toward hospitalization plan costs. Any accumulated days over and above 185 days at the time of retirement will be of no value to the employee.

- 11-2. In case of proven, serious need, an Employee may request the City Administration to grant an extension of paid sick leave after the expiration of the employee's accumulated sick leave. The City Administration may extend sick leave for a period deemed proper and equitable but under no circumstances shall this extension exceed eighteen (18) months.

ARTICLE XII. WORK OUT OF TITLE

- 12-1. Employees who perform work outside of their job title, if that title carries a higher compensation, shall be compensated at the normal rate of pay for the higher title while so working. (Amended 1/12/99)

ARTICLE XIII. EMPLOYEES' SAFETY

- 13-1. The Employee shall not be required nor permitted to operate any equipment that does not meet New York State Safety Regulations.

ARTICLE XIV. HOLIDAYS

- 14-1. All Employees in this Group 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, Columbus Day, Veteran's Day, Thanksgiving Day, Day after thanksgiving, Christmas Day, Employee's Birthday, and one Floating day.

ARTICLE XV. HEALTH INSURANCE

- 15-1. The Employer agrees to pay 100% of the cost of hospital, medical and major medical plans for Employees and their dependents, including Optical coverage under the Major Medical section of the present hospitalization plan. Employees are entitled to \$200 per year for eyeglasses. Employees will submit receipt for such and be reimbursed by the City (amended 1/12/99)

As of January 1, 2000, Employees will contribute five percent (5%) of the premium for family or individual health insurance. (E.g.: The Employer will contribute 95%/95% as of January 1, 2000). Also effective January 1, 2000, a "Flex Plan" (Section 125) will be put into effect for health related benefits only (added 1/12/99).

- 15-2. Upon retirement, the Employer will provide the Employees with one month of paid hospitalization coverage for each day of unused sick leave, not to exceed 185 days (amended 1/12/99) and premiums not to exceed \$50.00 per month. Any new Foreman, who is not a City employee as of January 1, 1996 will contribute twenty percent (20%) of their health insurance premium.
- 15-3. 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 eighty-five (185) (amended 1/12/99) 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 anytime.

ARTICLE XVI. DENTAL INSURANCE

- 16-1. The Employer agrees to pay the full cost of a dental insurance plan for Employees and their dependents.

ARTICLE XVII. LIFE INSURANCE

- 17-1. The Employer shall pay the full premium on a Life Insurance policy for each employee. Said policy shall be for \$15,000 Life Insurance with an accidental Death and Dismemberment rider in the amount of \$15,000. In addition, the policy shall provide for 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 14 days to age 6 months and in the amount of \$5,000 from age 6 months to the maximum allowable age for coverage. Upon attaining age 70 years, policy amount decreases from \$15,000 to \$7,500.

ARTICLE XVIII. RETIREMENT

18-1. The Employer will provide paid membership for each Employee in the New York State Retirement System 75-I.

ARTICLE XIX. DURATION

19-1. This Agreement shall cover the period from January 1st, 1998 to the close of business on December 31, 2000. However, if on January 1, 2001 no new Agreement has been executed between the Employer and Employees, 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.

ARTICLE XX. PAST PRACTICES

20-1. All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer, unless specifically excluded by this Agreement, are to remain in full force and effect during the life of this Agreement.

ARTICLE XXI. LONGEVITY

21-1. In recognition of time spent in service to the City of Little Falls, the following schedule of Longevity payments will be granted for the period of this Agreement as indicated:

10 thru 14 years.....	\$ 800.00
15 thru 19 years.....	\$ 900.00
20 thru 24 years.....	\$1000.00
25 years and over.....	\$1250.00

21-2. Said amounts will be payable in the first pay period in November.

ARTICLE XXII. ANNUITY PROGRAM

22-1. The Employees have the option to request enrollment in the Annuity Program.

ARTICLE XXIII. LEGISLATIVE ACTION

23-1. Pursuant to Section 204-a of the Civil Service Law of the State of New York the following language is hereby incorporated into the Agreement:

"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."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their fully authorized representatives on this 12th day of March, 1999.

FOR THE CITY OF LITTLE FALLS

BY: [Signature]
Mayor

BY: [Signature]
Finance Committee Member

BY: [Signature]
Finance Committee Member

BY: [Signature]
Finance Committee Member

FOR THE EMPLOYEES

BY: [Signature]
Samuel Ostasz

BY: [Signature]
James Warren Beers

BY: [Signature]
David Perry

BY: [Signature]
Jerome Griffith

1998-2000
AGREEMENT BETWEEN
THE CITY OF LITTLE FALLS
AND
THE FOREMEN'S GROUP

Chief Sewage Treatment Plant Operator
Crew Chief
Assistant Crew Chief
Assistant Chief Sewage Treatment Plant Operator

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FOR THE CITY OF LITTLE FALLS

BY: [Signature]
Mayor

BY: [Signature]
Finance Committee Member

BY: [Signature]
Finance Committee Member

BY: [Signature]
Finance Committee Member

FOR THE EMPLOYEES

BY: [Signature]
Samuel Ostasz

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