



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Falconer, Village of and Falconer Street Department Employees Association (FSDEA) (2006)**

Employer Name: **Falconer, Village of**

Union: **Falconer Street Department Employees Association (FSDEA)**

Local:

Effective Date: **06/01/06**

Expiration Date: **05/31/09**

PERB ID Number: **7578**

Unit Size: **3**

Number of Pages: **8**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

AGREEMENT made and entered as of the first day of June, 2006, by and between the **VILLAGE OF FALCONER, NEW YORK** (hereinafter referred to as the "Village") and the **FALCONER STREET DEPARTMENT EMPLOYEES' ASSOCIATION** (hereinafter referred to as the "FSDEA").

WHEREAS, the above parties desire to maintain a harmonious and cooperative relationship and insure the orderly and uninterrupted operations of government and mutual interest in the public safety; to agree upon wage rates and standards and conditions of employment, with a view of establishing ways and means for collective bargaining and for arbitrations of grievances and disputes, confirmed by the provisions of the Public Employees Fair Employment Act of 1967;

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter contained, the Village and FSDEA acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I: Laws Governing

1. The laws governing this Agreement shall be the Public Employees Fair Employment Act of 1967 and such provisions of the Civil Service Law and the local laws of the Village of Falconer which are not inconsistent with said Act and Civil Service Law.

ARTICLE II: Recognition

1. The Village, pursuant to a resolution of the Village Board of Trustees, adopted February 1989, hereby recognized the FSDEA as the sole and exclusive representative for all full-time employees of the Village of Falconer Street Department.
2. The FSDEA affirms that it does not assert the right to strike or cause a slowdown against the employer, to assist or participate in any such strike or slowdown, or to impose an obligation upon its members to conduct, assist or participate in such action.
3. The FSDEA acknowledges its obligations to represent the interests of all members with respect to collective bargaining, grievances, policies and practices, and other items concerning their terms and conditions of employment, subject to limitations set forth elsewhere in this agreement.

RECEIVED

JUN 18 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE III: Mutual Agreement

1. It is understood that the Village possesses the sole right to conduct Village business and to carry out obligations subject to requirements and limitations of law. It is agreed, however, that in the event any new Civil Service Classifications are established, the Village will confer and negotiate classification of wage rates and job description of such classification with the FSDEA.
2. Except as expressly limited by other provisions of the Agreement, all the authority rights and responsibilities possessed by the Village are retained by it, including, but not limited to the right to determine the facilities, methods, means and number of personnel required to carry out the mission of the department; to administer the personnel operation of the Village, including the examination, selection, recruitment, hiring appraisal, training, discipline, retention, promotion, assignment or transfer of personnel; to direct, deploy and utilize the work force; to establish specifications for each class of positions in accordance with law and the provisions of the Agreement. The Village agrees that it will consult with the FSDEA prior to the implementation of any changes.

ARTICLE IV: Probation Period

1. Any new employee shall be subject to a one year probation from the date of commencement of his employment.

ARTICLE V: Terms of Contract

1. The term of this Agreement shall be as of June 1, 2006, to and including May 31, 2009.
2. The parties hereto agree to commence negotiations for a renewal of this Agreement on or about February 1, 2009.

ARTICLE VI: Retirement Benefits

1. The Village shall continue the present retirement plans with the New York State and Local Employees' Retirement System which include New Career 75I for Tier 1 and 2, A14 for Tier 3, A15 for Tier 4.

ARTICLE VII: Compensation

1. Appendix A, attached hereto and made a part hereof, displays wage schedule and classification of all positions within the scope of this Agreement.
2. The normal work week will be Monday through Friday for an eight-hour shift with one-half hour unpaid lunch period as follows:

MONDAY	7:00 to 12:00 noon	12:30 to 3:30
TUESDAY	7:00 to 12:00 noon	12:30 to 3:30
WEDNESDAY	7:00 to 12:00 noon	12:30 to 3:30
THURSDAY	7:00 to 12:00 noon	12:30 to 3:30
FRIDAY	7:00 to 12:00 noon	12:30 to 3:30

Extra hours may be required and will be scheduled by the Street Superintendent. The Village Board reserves the right to alter the work week schedule. Employees called to work after scheduled hours will receive pay at the rate of time and one-half.

If, at the Village Board's discretion, employees work four ten hour days, with three days off, the village employee will be paid ten hours of holiday pay for holidays that fall during the four ten hour day work week.

3. Employees shall receive a longevity allowance based on years of service as described in Appendix B which is attached hereto and made a part hereof.
4. Employees called to work after scheduled hours shall receive a minimum of three (3) hours call out time.

ARTICLE VIII: Time Off

1. Vacation will be granted at the convenience of the Village Board. Vacations with pay for continuous full-time service are as follows:

1 year	1 week plus 1 day	(6 days)
3 years	2 weeks plus 1 day	(11 days)
5 years	2 weeks plus 3 days	(13 days)
8 years	2 weeks plus 4 days	(14 days)
10 years	3 weeks plus 1 day	(16 days)
13 years	3 weeks plus 2 days	(17 days)
15 years	3 weeks plus 3 days	(18 days)
17 years	3 weeks plus 4 days	(19 days)
18 years	4 weeks	(20 days)
19 years	4 weeks plus 1 day	(21 days)
20 years	5 weeks	(25 days)

All vacations must be used in the fiscal year. Summer or utility employees will not be eligible for vacation. For purposes of this Section, a year shall be defined as June 1 through May 31.

2. All full-time employees shall be entitled to sick leave for personal illness only with pay after three (3) months employment. At the end of the fourth month, the employee is eligible for four (4) days of sick leave earned and will be eligible for one (1) day for each month thereafter. Sick leave will be accumulated at a rate of one (1) day per month and shall be accumulated to a maximum of one hundred twenty (120) days.
3. Each employee shall be entitled to three (3) days of personal leave per year. This shall not be charged against sick leave and shall not be cumulative. Personal leave will be effective only after three (3) months of employment. Personal leave must be granted by the Street Superintendent (in most cases) as early as possible to aid in scheduling. Personal leave will not be used for vacation or to work other jobs.
- 3.1 Each employee shall be entitled to an additional two (2) days bereavement time for a death in the immediate family. The immediate family being defined as mother, father, sister, brother, wife or child, **grandchild**, grandparent, mother-in-law or father-in-law. These days shall not be cumulative.
4. Any employee shall be entitled, at the time of his retirement, resignation or death from the Village service pursuant to the provisions of the Civil Service Law of the State of New York, to elect to receive cash payment at his present hourly rate for the monetary value of vacation time, sick leave, personal leave and floating holidays standing to his credit at the time of his retirement, resignation or death. If an employee is dismissed he shall only be entitled to cash value of unused vacation time and sick leave. In the event of the death of an employee, payment shall be made to his beneficiaries. Effective for new employees hired after June 1, 1995, there will only be monetary value for unused vacation time, standing to their credit at the time of their retirement, resignation or death.
5. Employees shall receive thirteen (13) paid holidays as designated by the Village Board. The pay will be the current hourly rate for eight hours. Payment will be made to employees with over three (3) months employment.

6. Effective June 1, 1996, the Village shall not pay to the employee any sums for unused vacation time.

DESIGNATED HOLIDAYS

New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day and Day After
Fourth of July	Memorial Day
Labor Day	Christmas Day
Two Floating Holidays (One Week Advance Notice)	

Martin Luther King Day. If there is a necessity to work, the first eight hours of the day will be paid at straight time.

ARTICLE IX: Medical Insurance

1. All employees shall pay **\$35.00 (2006-2007), \$40.00 (2007-2008), \$45.00 (2008-2009 per pay period** toward medical insurance. Contribution toward insurance for new hires (as of June 1, 2003) will be 20% of the insurance premium. It is agreed that all employees will follow policy guidelines with regard to procedures, deductibles and fee schedules. It is understood that there is a One Hundred Dollar (\$100.00) individual with a maximum of Three Hundred Dollar (\$300.00) family deductible within this policy.
 - 1.1 In the event that a more advantageous medical plan is found, the Village Board or FSDEA has the right to reopen negotiations for further consideration of this plan. Assuming that the costs to be incurred are minimal, and the benefits will be advantageous to all employees, the Village Board agrees to consideration of a new plan.
 - 1.2 Any employee may elect not to participate in the medical plan described in 1 above. If they elect not to participate, the Village will pay the employee an amount equal to twenty-five (25%) percent of the premium cost to the Village for the insurance that would otherwise be made available to the employee. The amount shall be paid on the anniversary date of this contract following the employee's election not to participate.
2. The Village will provide each employee with one pair of safety glasses per year. The prescription will be the responsibility of the employee. The cost of the safety glasses should be billed to the Village of Falconer by the provider; if paid by the employee, cost will be reimbursed.

The Village Treasurer will control and pay all bills. Each employee will receive a \$350.00 yearly clothing allowance to purchase uniform clothing to be used only during scheduled hours. **This allowance to include the purchase of safety shoes.**

3. The Village will provide employee life insurance of Forty-five Thousand Dollars (**\$45,000.00**) per individual – convertible on retirement and/or termination (Guardian Life Insurance Company).
4. Once One Hundred Dollars (\$100.00) per individual with a maximum of Three Hundred Dollars (\$300.00) per family has been paid by the employee, including prescription costs, the Village will reimburse the employee for any/all medical expenses not covered under the Univera plan, which would have been covered by the Guardian plan, up to a maximum of **\$2,000.00** per family per calendar year.

ARTICLE X: Health Insurance Upon Retirement

1. Upon retirement the Village agrees to provide health insurance to employees and their spouse, with the employee paying the full premium. As outlined in Article VIII Section 4, the employee may take all, part or none of his cash payment for sick days accumulated. If he elects not to receive any or part, then the Village will use that portion towards the premium. If the employee decides to cancel the insurance or is deceased, the Village will reimburse the employee or dependent for the balance.

ARTICLE XI: Seniority

1. Seniority is defined as the length of continuous service in title or in grade with the employer. For layoff purposes, an employee's seniority shall determine the order to be followed. The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority in his current title, the laid off employee shall exercise his seniority to displace an employee with lesser seniority than he or other job titles previously held, provided he can perform the work within a retraining period of eight (8) weeks. Recalls shall be in the inverse order of layoff. In departments which do not rotate shifts, preference shall be decided by seniority.

ARTICLE XII:

1. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIII:

1. This contract shall inure to the benefit of any successor and assigns to the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives, on the day and year first above written.

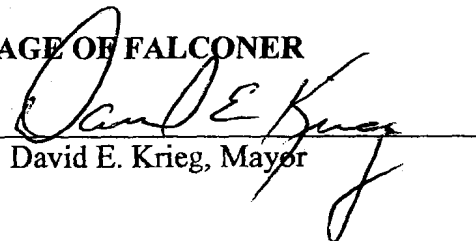
In the presence of



Dated: 12.7.06

VILLAGE OF FALCONER

BY:


David E. Krieg, Mayor

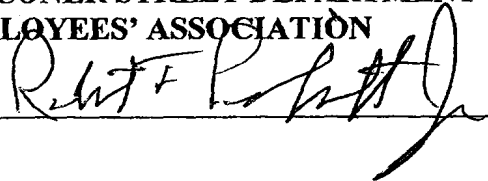
In the presence of



Dated: 12.7.06

**FALCONER STREET DEPARTMENT
EMPLOYEES' ASSOCIATION**

BY:



APPENDIX A

HOURLY RATE EFFECTIVE JUNE 2006

	2006-7 +2.5%	2007-8 +2.5%	2008-9 +3.0%
Class I	\$19.19	\$19.67	\$20.26
Class II	\$19.64	\$20.13	\$20.73

New employees will start at the following rate of pay:

- New employees will serve a 12 month probation period.
- 40% below scheduled Class I pay rate for 18 months.**
- 35% below scheduled Class I pay rate for next 18 months.**
- 30% below scheduled Class I pay rate for next 18 months.**
- 25% below scheduled Class I pay rate for next 18 months.**
- 15% below scheduled Class I pay rate for next 18 months.**
- 10% below scheduled Class I pay rate for next 18 months.**
- 5% below scheduled Class I pay rate for next 18 months.**

At scheduled Class I pay rate after completing above mentioned pay scale.

Peter Fuller is Class II

Robert Pickett, Jr., and Carl Caprino are Class I

APPENDIX B

LONGEVITY

After 5 years	\$550.00
After 10 years	\$625.00
After 15 years	\$675.00
After 20 years	\$750.00