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Contract Database Metadata Elements

Title: **Lake Placid, Village of and International Brother of Electrical Workers (IBEW), Local 1249 (2004)**

Employer Name: **Lake Placid, Village of**

Union: **International Brother of Electrical Workers (IBEW)**

Local: **1249**

Effective Date: **08/01/04**

Expiration Date: **07/31/07**

PERB ID Number: **7645**

Unit Size: **18**

Number of Pages: **32**

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EG/7645

COPY

WORKING AGREEMENT

BETWEEN

I.B.E.W. LOCAL UNION 1249

VILLAGE OF LAKE PLACID

08/01/2004 thru 7/31/2007

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 27 2005

ADMINISTRATION

18

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DEFINITIONS

1. "APPROPRIATE LEGISLATIVE BODY" shall mean the Village of Lake Placid Board of Trustee.
2. "Union" shall mean Local 1249 of the International Brotherhood of Electrical Workers.
3. "Base rate" shall mean an employee's hourly rate of pay excluding any other remuneration such as longevity.
4. "Days" shall mean calendar days unless otherwise specified.
5. "Employee" shall mean a member of the bargaining unit.
6. "Employer" shall mean the Village of Lake Placid.
7. The immediate family includes spouse, child, sibling, parent, grandparent, parent-in-law, aunt or uncle, brother-in-law, and sister-in-law, step-child and domestic partner.
8. "Longevity" shall mean remuneration based on years of service and is not considered in determining the hourly base rate of pay for employees.
9. "Payroll Period" shall be considered the period from Thursday through the second Wednesday following.
10. "PERB" shall mean the Public Employment Relations Board.
11. "Strike" shall mean any strike or concerted stoppage of work or slowdown.
12. "Workday" shall mean eight (8) hours of work in any one-day.

ARTICLE 1

AGREEMENT

This Agreement is made and entered into this 10th day of August 2004, and shall have become effective as of August 1, 2004, and will terminate at midnight on July 31, 2007.

THE VILLAGE OF LAKE PLACID,
Lake Placid, New York (hereinafter referred to as the "Employer").

and

LOCAL UNION 1249
of the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
East Syracuse, New York (hereinafter referred to as "Union").

ARTICLE 2

RECOGNITION

The Lake Placid Village Board of Trustees hereby recognizes Local Union 1249 of the International Brotherhood of Electrical Workers as the sole and exclusive representative for the purposes of collective bargaining with respect to rate of pay, wages, hours, and other terms and conditions of employment.

Included: All personnel employed by the Village of Lake Placid Municipal Electric Department below the position of Superintendent and the position of Assistant Superintendent, when and if it becomes vacant in the future, will be represented by the "Union". Also included are the office help located at the Town Hall employed by the Village of Lake Placid holding the positions of computer operator, typist and tax collector.

ARTICLE 3

PURPOSE and INTENT

Section 1 It is the purpose of this Agreement to promote and maintain good relations and cooperation among the Employer, the Union, and the employees represented by the Union. This Agreement is intended to set forth the terms and conditions of employment agreed to in collective bargaining and to set forth a procedure for adjusting grievances arising from the interpretation and application of the provisions of this agreement.

Section 2 It is the desire of the Employer, the Union, and the employees in the bargaining unit to cooperate in providing effective service to the customers of the Employer.

ARTICLE 4

STATUTORY PROVISIONS

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 5

NO DISCRIMINATION

Section 1 The Employer and Union affirm that it is their policy to conform with applicable and binding Federal and State laws prohibiting discrimination against an employee due to race, creed, national origin, sex, age, marital status, color, or political affiliation, as well as Union membership.

Section 2 Any reference in the Agreement to the masculine gender shall also be deemed to include the feminine gender.

ARTICLE 6

STRIKES - LOCKOUTS

Strikes and/or lockouts shall be governed by existing laws.

ARTICLE 7

PRODUCTIVITY

The Union recognizes the importance of continued productivity improvements and agrees that, consistent with the terms of this Agreement, it will cooperate with Employer efforts to improve the efficiency, quality, and productivity of work performed by members of this bargaining unit.

ARTICLE 8

ACCESS TO PREMISES

The Employer agrees to permit representatives of the International Brotherhood of Electrical Workers and/or Local Union 1249 to enter the premises at such time for individual discussion of working conditions with employees provided it does not interfere with the performance of duties assigned to employees and further provided the Superintendent is notified in advance.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1 A grievance is hereby defined as an alleged violation of the terms and conditions of this Agreement and/or the Village's Policy Manual.

Section 2 If any dispute arises between the Union and the Employer as to any unadjusted grievance or as to the rights of either party under this Agreement, both parties shall endeavor to settle such matters in the simplest and most direct manner. The procedure, unless changed, or any step thereof waived, by mutual consent, shall be as follows:

- Step 1. All grievances shall be duly filed in writing with the employee's supervisor, signed by the employee complainant, and/or a representative of the Union. Said grievance shall be filed within twenty-five (25) working days of the act or occurrence complained of, or when the occurrence should have become know. Upon receipt of a due and proper grievance, the supervisor shall, within ten (10) working days of receipt of the grievance, cause a meeting to be held between the grievant, the employee's supervisor and grievant's representative to review the grievance. The supervisor shall within ten (10) working days of the meeting on said grievance render a determination.
- Step 2. If the supervisor renders a determination that leaves the grievant unsatisfied, then the grieving party may appeal that determination to the Mayor or his/her designee. The notice of appeal signed by the employee/complainant and/or a representative of the Union shall be filed with the Village Clerk within ten (10) working days of the determination made by the supervisor as set forth in Step 1 of this section. Upon receipt of a due and proper notice of appeal, the Mayor or his/her designee shall cause a meeting to be held within ten (10) working days of said receipt. Thereafter the Mayor shall render a written decision to grievant within ten (10) working days of said meeting.
- Step 3. If the Union is not satisfied, the Union may, within ten (10) working days after the reply of the Mayor, by written notice to the Mayor, submit the grievance to arbitration within fourteen (14) days of the decision at Step 2.

Section 3. Arbitrations under this Section shall be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

Robert Rabin
Harvey Randall
Ron Kowalski

Section 4. When a demand for arbitration has been filed with the Mayor, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. If that arbitrator is unable to schedule a date for hearing within sixty (60) calendar days of his or her appointment, the parties shall contact the next arbitrator on the list and shall continue to do so until they reach the first arbitrator who is able to schedule a hearing date within sixty (60) calendar days of his or her appointment or as soon as possible thereafter. That person shall serve as arbitrator and shall have full power to hear and determine the matter as provided in this Agreement.

Section 5. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.

Section 6 The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to establish or change any wage rate. The panel's decision shall be final and binding.

Section 7 In the case of discharge the arbitrator may award back pay so that the discharged employee will be made whole. The employee must show that he has sought employment.

Section 8 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a stenographic record of the proceedings, it may cause such a record to be made and that party shall pay for the record except in dismissal cases where a stenographic record shall be made with the costs shared equally by the parties.

Section 9 The time limits in the grievance procedure may be extended by mutual agreement in writing. Otherwise no grievance will be considered unless proper and timely.

Section 10 Any step of the grievance procedure may be bypassed by mutual agreement in writing.

Section 11 If an employee is covered by Section 75 of the Civil Service Law, disciplinary charges may be processed either through the grievance/arbitration procedure or through the hearing procedure set forth in Section 75 of the Civil Service Law, as the employee may elect. If the employee opts for the grievance procedure, then the employer may impose discipline after the employee has had the opportunity to respond to the charges. However, if remedy for grievance is determined to be favorable to the employee then the company will make all restitution retroactive to the date disciplinary action was taken. The election of either procedure precludes the use of the other. Failure to exercise the option shall be deemed to be an election to use the Collective Bargaining Grievance procedure.

ARTICLE 10

DISCIPLINE & DISCHARGE

Section 1 The Employer shall not discharge or suspend an employee covered by this Agreement without just cause. Probationary employees are not covered under this Article.

Section 2 An employee found to be under the influence of illegal drugs or intoxicated while on duty, or any employee found to have stolen his employer's property or property of his fellow employees, is subject to immediate dismissal.

Section 3 The employer may make rules not inconsistent with the terms of this agreement. However, the following procedure shall be followed:

- a) For minor offenses, an employee will not be subject to a disciplinary suspension or discharge unless the employee has had one (1) previous Warning Notice with a copy to the Unit Chairman. However, the arbitrator will have the authority to decide if the nature of the offense was such that one previous Warning Notice will not be required. Said decision will be made at Step 3 of this grievance procedure.
- b) The employee, if found guilty of an offense for the second time, may be suspended for five (5) days without pay
- c) Should the offense happen again the employee is subject to dismissal.

Section 4 The following activities by employees, but not by way of limitation, are subject to discipline under Section 3 of this Article:

- a) Incompetence.
- b) Failure to comply with terms of this Agreement.
- c) Fighting while on duty.
- d) Conviction of a crime if it will reflect negatively on the Electric Department.
- e) Absent from work for a period of two days, outside the terms of this Agreement, or without the consent of the Employer.
- f) Failure to produce a doctor's certificate as per the terms of this Agreement.
- g) Working on another job for economic gain while on sick leave from the Village.

Section 5 When an employee within the bargaining unit is disciplined, suspended, or discharged for cause, the Employer will, when possible in advance, notify the IBEW representative and the Unit Chairman.

ARTICLE 11

PROBATIONARY EMPLOYEES

Section 1 Each employee, whether in a permanent appointment, training position, or other position shall serve a probationary term as dictated by the "Rules for the Classified Civil Service of Essex County".

Section 2 The Union shall represent probationary employees.

ARTICLE 12

SENIORITY and TRANSFERS

Section 1 Seniority shall date from the date of first employment by the Village and shall govern:

- (a) Longevity
- (b) Layoffs
- (c) Transfers

Section 2 In the event of layoff or transfer full consideration will be given to:

- (a) Seniority
- (b) Fitness
- (c) Ability
- (d) Efficiency
- (e) Other recorded qualifications

Section 3 When the qualifications in Section 2 of this article are reasonably equal, in regards to the employees who are being considered, seniority will be given preference.

ARTICLE 13

CHECK-OFF

Section 1 During the life of this Agreement, the Employer agrees to deduct from the wages of each employee, in accordance with the express terms of a signed, voluntary authorization to do so, on forms which are customarily used by the Union, the appropriate dues and initiation fees or service charge, if any. Dues collected shall be, remitted by the first day of the applicable month, together with a list of employees on whose behalf the deduction was made.

Section 2 The financial secretary of the Union shall certify in writing to the Employer the amount of monthly flat rate and percentage dues, and initiation fees, or service charge, if any, to be checked off under this article and the Employer may rely completely on this certification.

Section 3 The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

ARTICLE 14

MANAGEMENT RIGHTS

The Employer reserves the exclusive right to manage the business of the Village of Lake Placid and to direct the employees in the discharge of their duties. In the exercise of these rights, the Employer shall observe and be bound by all the provisions of this agreement.

ARTICLE 15

VACANCIES & PROMOTIONS

Section 1 When a non-competitive permanent job vacancy occurs, the Employer will make an effort to fill the vacancy from within his present work force should there exist interested candidates.

Section 2 When a competitive job vacancy occurs, the Employer will give first consideration to fill the vacancy from his interested employees provided Civil Service requirements are followed.

Section 3 When the Village intends to fill a job vacancy within the bargaining unit, the Employer will post a notice of such vacancy for a period of five (5) working days on the union bulletin boards. The notice of vacancy shall state the job classification, rate of pay, and nature of the job requirements. An employee who applies for a posted position will notify the Village by certified mail.

Section 4 Employees may submit an application for the posted position prior to the end of the posting period. When two or more employees seek the promotion Article 13 will govern.

Section 5 When a vacancy is filled from within, the promoted employee shall serve a ninety (90) day trial period in the new job during which time the employee may elect to be removed from the position and return to his or her previous classification.

ARTICLE 16

BEREAVEMENT LEAVE

Section 1 In the event of a death in the employee's immediate family, the employee will be compensated for scheduled time not worked at the regular straight time hourly rate of pay from the day of serious illness or death for a period of three (3) consecutive days if needed. Under extenuating circumstances, the employees supervisor may grant an additional two (2) days.

Section 2 The immediate family includes spouse, child, sibling, parent, grandparent, parent-in-law, aunt or uncle, brother-in-law, sister-in-law, step-child and domestic partner.

Section 3 The employee shall notify his department head, the Superintendent, or his designee as soon as possible of a need to take a leave pursuant to this Article.

ARTICLE 17

EMPLOYEE UNIFORM ALLOWANCE

Section 1 The Employer shall provide \$300.00 per year for each entitled employee for work-related clothing, including boots that are necessary to carry out an employee's outside job responsibilities. The Employer shall provide each Meter Reader with four (4) uniforms per year.

Section 2 When an employee is required to work on a job whereby clothing or other personal property is ruined due to no fault of his own, (such as transformer oil, acids, chemicals, paints, broken eye glasses, etc.), he shall receive reasonable reimbursement for all articles ruined, or he shall receive comparable replacement. Clothing damage shall be substantiated by the Superintendent, Assistant Superintendent, or Foreman.

ARTICLE 18

JURY DUTY

Section 1 An employee called for and who performs jury duty will be compensated for the difference between payment for such duty and the payment he would have received for straight time hours he/she would have worked.

Section 2 Employees performing jury duty will be paid their full wages with the express understanding that compensation received for jury duty will, immediately upon receipt by such employee, be turned over to the Employer, pursuant to this section.

ARTICLE 19

BULLETIN BOARDS

The Employer shall provide a bulletin board located on a wall in a conspicuous area, for the posting of information of interest to the employees. The board shall be made of appropriate material and shall measure no less than two feet in length by two feet in width. Examples of publications are: notice of union meetings, union elections, appointments, and results of union elections, notices of union recreational and social affairs, union safety bulletins, and news releases relating to employee's jobs or union.

ARTICLE 20

TOOLS

Section 1 The Employer shall provide all tools that it deems necessary to the performance of work including but not limited to: hand tools, line belts, safety straps, tool bags, work gloves, rubber gloves, and rubber glove protectors. All Employer furnished tools will remain the property of the Village.

Section 2 No Village tools shall be used on any work not Village related that results in profit.

Section 3 No Village vehicles shall be used for anything other than Village business.

ARTICLE 21

REST PERIODS

Section 1 Each employee will be allowed a fifteen (15) minute rest period during each half of the daily shift.

Section 2 Breaks will be observed at a time and place that will minimize disruption to continuing operations.

ARTICLE 22

LEAVES OF ABSENCE

Section 1 Employers may grant leaves of absence without loss of seniority, not to exceed one year, after three months service with the Employer. It is agreed that the employee shall be entitled to return to his employment in the same position following all leaves of absence.

Section 2 Any request for a leave of absence shall be submitted in writing by the employee to the Village Mayor through the department head. The request shall state the reason the leave of absence is being requested.

Section 3 Absence will be granted for the period of a disability as certified by a doctor.

ARTICLE 23

SICK LEAVE

Section 1 An employee shall be entitled to start to earn sick leave from his date of hire, except a probationary employee's sick leave will be calculated retroactively when he becomes permanent. He shall accumulate sick leave as long as he is in the service of the Employer at the rate of 1 1/4 days per month to a maximum of 240 days.

Section 2 An employee shall be permitted three (3) consecutive days bona fide sick leave before a doctor's certificate may be required unless the Employer has cause to believe there is abuse of sick leave.

Section 3 If an employee is injured in the line of duty and receives compensation under the Workman's Compensation, he or she may, if they so desire, have sick leave with pay during the time of disability not exceeding his or her accumulated and unused sick leave or vacation time.

Section 4 Sick time may be used for physical examinations by a doctor, and for dental and eye examinations and/or treatment, if such examinations or treatment cannot be scheduled during non-working hours and for serious illnesses in the employee's immediate family necessitating the presence of the employee.

Section 5 Any employee on leave of absence will retain accumulated sick leave. No sick leave may be credited during such absence.

Section 6 An employee with sixty (60) or more accumulated sick leave days shall be allowed two and one half (2 1/2) work days off with pay; after accumulating a total of one hundred and twenty (120) days, an additional two and one half (2 1/2) days will be granted; after an accumulation of one hundred and eighty (180) sick leave days, a total of seven and one half (7 1/2) days will be granted; with no loss of pay or sick leave days.

Section 7 Section 6 shall apply only to employees who have used five or less sick leave days in the preceding year; except should an employee miss work as a result of a job related injury, he shall not be held to the five day limitation.

Section 8 All sick days accumulated by all present employees under any previous agreements with the Village of Lake Placid shall be retained under this agreement.

Section 9 At the time of an employee's permanent retirement from employment, the employee will use accumulated sick leave to pay the employee's portion of the insurance plan in effect at the time of retirement. The total amount of compensation will be figured at the employee's hourly rate of pay at time of separation. This practice will continue until the accumulated sick leave runs out.

ARTICLE 24

PERSONAL LEAVE

Section 1 Employees shall be granted three (3) days personal leave after one (1) year of continuous service, up to five (5) years. After five (5) years of continuous service, five (5) days personal leave will be granted. The purpose of personal leave is to provide employees with paid time off for personal matters that could not otherwise be conducted outside the normal work hours.

Section 2 Lake Placid Electric Department employees will be allowed to accumulate up to forty (40) hours "comp time", not to exceed forty (40) hours at any given time within the contract year. All "comp time" must be used within the contract year. No carry-over will be allowed.

ARTICLE 25

DISABLED EMPLOYEES

The Employer shall make an effort to place employees who, through physical disability or otherwise, become partially disabled on their present job, on work which they are able to perform, providing such other work is available.

ARTICLE 26

CONTRACT WORK

Section 1 Should the Employer contract out work that is normally done by members covered under this Agreement, there will be no reduction in the work force or reduction below forty (40) hours a week worked, during the time the contract is in force.

Section 2 When employing a contractor, the Employer will make an effort to employ a contractor in harmonious relations with the trade.

ARTICLE 27

MILITARY SERVICE TRAINING

An employee who is in any branch of the Armed Forces Reserve and/or National Guard will be paid up to thirty (30) days per year when engaged in normal reserve training periods provided that proof of service is submitted.

ARTICLE 28

INCLEMENT WEATHER

Section 1 Employees shall not be required to perform line work during inclement or stormy weather except in the case of emergency.

Section 2 The Superintendent, Assistant Superintendent, or their designee shall be the judge as to what constitutes inclement weather.

Section 3 It is understood that the employees will bring all work to a point where it will be reasonably safe.

Section 4 When work in inclement weather is required, all foul weather gear will be furnished by the Employer. This will include rain coats with hoods, rain pants, boots, and work gloves.

ARTICLE 29

CALL - OUTS

Section 1 When an employee is called out or ordered out to work in emergency other than normal work hours, said employee shall be paid three (3) hours at regular straight time rate as a minimum. An exception to this rule will be if an employee is called out within two (2) hours before the scheduled work day begins he will be paid a minimum of two (2) hours at the regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time, overtime, Sunday or Holiday rate as the case may be. Call-outs during lunch periods shall not be included in this section as long as the employee is given time to eat his/her lunch after the emergency.

Section 2 When an employee is called out for emergency work, his/her time will start when the call is received provided said employee resides within a 15 mile radius of the Power House in the Town of North Elba.

Section 3 When an employee is called out for an emergency and works five (5) or more hours, the employee is entitled to one-half hour (1/2) pay in lieu of a meal period in addition to all hours worked. If the immediate supervisor determines that circumstances permit such meal period, the employee so affected shall receive a one-half (1/2) hour meal period. For each additional five (5) hour block each employee shall receive an additional one half (1/2) hour meal period.

Section 4 An employee required to report to work two (2) hours before or to continue to work for a period longer than two (2) hours beyond the scheduled quitting time shall be entitled to a one-half (1/2) hour meal period.

Section 5 When an emergency (outage) occurs, a minimum of two (2) employees shall be called out to work. Under no circumstances will an employee work on live overhead distribution primaries unless another lineman is in the immediate vicinity.

Section 6 An employee who works sixteen (16) consecutive hours in a twenty four (24) hour period shall be allowed a rest period of eight (8) consecutive hours, after completion of the emergency, before returning to work. Any part of such rest period which falls during the employee's regularly scheduled shift shall be compensated at straight time provided the employee works the balance of the scheduled shift, if any.

Section 7 When an employee is called out on an emergency before the regular workday, the overtime rate shall continue until the emergency ends.

ARTICLE 30

LONGEVITY SERVICE PAY

Section 1 Regular full time employees shall be entitled to an annual longevity payment upon the completion of the following years of service:

Completion of 5 years	---	\$300.00
Completion of 10 years	---	\$400.00
Completion of 15 years	---	\$500.00
Completion of 20 years	---	\$600.00

Section 2 Each employee shall be entitled to Longevity Service Pay, per agreement schedule, if his anniversary falls within that calendar year.

ARTICLE 31

VACATION

Section 1 An employee's annual vacation entitlement shall be determined by his/her seniority in accordance with the following schedule:

1 year continuous service	5 working days
2 years continuous service	10 working days
6 years continuous service	11 working days
7 years continuous service	12 working days
8 years continuous service	13 working days
9 years continuous service	14 working days
10 years continuous service	15 working days
11 years continuous service	16 working days
12 years continuous service	17 working days
13 years continuous service	18 working days
14 years continuous service	19 working days
15 years continuous service	20 working days
16 years continuous service	20-1/2 working days
17 years continuous service	21 working days
18 years continuous service	21-1/2 working days
19 years continuous service	22 working days
20 years continuous service	22-1/2 working days
21 years continuous service	23 working days
22 years continuous service	23-1/2 working days
23 years continuous service	24 working days
24 years continuous service	24-1/2 working days
25 years continuous service	25 working days

Section 2 If regular payday falls during an employee's vacation, the employee shall receive such paycheck in advance of the payday period prior to his/her leaving, provided he/she will be taking a minimum of one (1) week vacation.

Section 3 Upon separation from service with the Employer, an employee shall be paid in cash payment of the monetary value of properly accumulated and unused vacation standing to the credit of the employee.

Section 4 Employees may carry over unused vacation benefits not to exceed two weeks from one vacation period to the next, upon approval of the Superintendent.

Section 5 When a holiday falls in an employee's vacation, he/she shall be entitled to one personal day in addition to those provided for in Article 25 of this Agreement.

Section 6 An employee entitled to bereavement leave while on vacation shall not lose vacation time.

ARTICLE 32

HOLIDAYS

Section 1 The following days shall be recognized as paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Employee's Birthday
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2 All days proclaimed a holiday by the Mayor of Lake Placid will also be recognized as a holiday under this Agreement.

Section 3 Easter shall also be treated as a holiday. An employee required to work on Easter will be entitled to one personal day in addition to those provided for in Article 25 of this Agreement.

Section 4 Except for Easter, when any of the above holidays fall on a Sunday, the following day will be observed, and holidays that fall on Saturday will be observed on the preceding Friday.

Section 5 To be entitled to holiday pay the employee must actually work his or her scheduled work day immediately preceding the holiday or subsequent to the holiday.

Section 6 Vacation days shall be considered as days worked.

Section 7 Paid sick leave shall be considered as days worked.

Section 8 There will be one floating holiday for each employee per contract year. The employee will notify his immediate supervisor twenty-four (24) hours in advance of the day to be taken.

ARTICLE 33

MUTUAL AID WORK

Section 1 Employees who at the request of the Employer are sent outside the franchise territory of the Employer to work in the property of another utility on emergency work, shall receive their regular rate of pay from the Employer or at the rate paid by the Utility on whose property they are working in the nearest comparable classification, whichever of these two rates is higher. With respect to holidays or overtime rate on holidays, the employee shall receive the provisions of this Agreement or those of the other utility, whichever provides the higher rate of pay to the employee. All other provisions and conditions, except as to rate contained in this Agreement, shall apply to such work.

Section 2 For their protection, the Village of Lake Placid employees will use their own Employer's personal protective equipment when working outside the franchise territory of the Employer. This equipment will include hard hats, rubber gloves, rubber sleeves, rubber blankets, hoses and hoods.

ARTICLE 34

WORK HOURS & OVERTIME

Section 1 There shall be maintained a basic work day of eight (8) hours and a basic work week of forty (40) hours between Monday and Friday, for all classes of employees, with the understanding if any of them be required to work in excess of eight (8) hours per day or forty (40) hours per week, such work will be paid at the prevailing rate of overtime.

Section 2 All overtime work will be paid for at the rate of time and one half (1-1/2) the regular straight time rate.

Section 3 Pay for working a holiday shall not preclude receipt of regular holiday pay.

Section 4 As far as practical, overtime shall be distributed equally among employees in each work group or job classification, taking into account the qualifications required and availability of employees.

Section 5 No employee shall be laid off on a regular scheduled work day to equalize overtime.

Section 6 For the purpose of computing overtime pay on any given work day or in any given work week, paid time off for personal leave, vacation time, sick leave, or holidays falling within any such period shall be considered as hours worked.

ARTICLE 35

STAND-BY PAY

An employee who is on stand-by shall be paid at the rate of five (5) hours per day for "standing by". This does not preclude, in accordance with this agreement, payment for hours worked during this stand-by period.

ARTICLE 36

OUTSIDE EMPLOYMENT

No employee shall maintain other employment while a "full-time employee" of the Village if such other employment adversely affects his job performance with the Village.

ARTICLE 37

SAFETY

Section 1 Members of the Labor-Management Safety Committee shall meet quarterly or when specifically called and shall make rules and requirements governing all matters pertaining to safety, training, education, and testing of equipment.

Section 2 Employees shall work under the New York State Lineman's Safety Training Fund "Accident Prevention Rules" or greater standards where required. The safety laws shall be in compliance with State and Federal safety laws.

Section 3 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with safety rules and standards.

ARTICLE 38

LAYOFF & RECALL

Section 1 It is acknowledged that Civil Service Rules that govern layoff and recall, to the extent applicable, supersede the provisions of this Article.

Section 2 The employee with the least job classification seniority in the affected classification shall be laid off first.

Section 3 Such laid off employee shall have an opportunity to displace the least senior bargaining unit employee who occupies a job for which the laid off employee is qualified.

Section 4 When a recall occurs, the employee laid off last shall be rehired first.

ARTICLE 39

RETIREMENT BENEFITS

Section 1 The Village has adopted and maintained the New York State Non-contributory "25 Year Career Plan" provided for under the provisions of Section 75-g of the Retirement Law, and this plan will be continued in the same form as is presently in effect during the term of this agreement.

Section 2 Retiree Health Insurance

- a) Retirees may qualify for a family or two-person contribution rate from the Village only if said retiree had such coverage at the time of retirement. Further, the Village will only allow family or two-person contribution rates for those dependents that existed at the time of retirement (the retiree will be responsible for any and all premium rates for dependents added after the time of retirement). In the event of the death of the retiree, an un-remarried spouse and/or eligible dependent(s) may elect to continue coverage in the Health Insurance Plan beyond the time of the retiree's death but will be required to pay the entire premium cost for such coverage.

b) In order to be eligible for health insurance benefits upon retirement, the employee must:

- 1) Have ten (10) consecutive years of service with the Village.
- 2) Be eligible for and activate his/her retirement benefits provided by the New York State Retirement.
- 3) Have coverage through a plan approved by the Village at the time of retirement and be eligible for continuation of said plan upon retirement.

c) For employees who retire and meet the above requirements, the Village will pay premium costs based upon the following:

- 1) At the time of retirement the Village will calculate an "Eligibility Number" for that employee by age at time of retirement + continuous years of service = eligibility number.
- 2) This eligibility number will establish the percentage of the premium cost the Village will pay toward health insurance. The percentage shall be as follows:

Eligibility	Percentage of Full Benefit Level
80 or higher	90%
75 - 79	80%
70 - 74	70%
65 - 69	60%
60 - 64	50%
59 - or less	no benefit

- 3) Upon reaching age 65, the retiree's primary coverage shall be Medicare with the Village's plan secondary.
- 4) Employees eligible for this benefit may use up to one hundred eighty (180) days of accumulated sick leave to pay for health insurance.

ARTICLE 40

HEALTH INSURANCE

Section 1 The Employer is authorized to seek other insurance coverage for the employees but no change can be made without a review and majority-approval by the unit members. Employees shall pay the following toward health insurance premiums:

4% of salary but not more than 20% of the premium effective September 1, 2004 through July 31, 2005.

Effective August 1, 2005, the rate will increase to 4.5% of salary but not more than 20% of the premium through July 31, 2006.

Effective August 1, 2006, the rate will increase to 5% of salary but not more than 20% of the premium for the duration of the contract.

Section 2 Cafeteria Plan - The Village will also offer a full-flex Cafeteria Plan as allowed under Section 125 of the Internal Revenue Code (IRC) whereby employees could pay for:

- a) A Premium Conversion or Premium Only Plan (POP) which would allow those employees who pay for a portion of their health insurance to do so by having the money deducted from their paycheck with pre-tax dollars instead of after tax dollars;
- b) A Flexible Spending Account (FSA) whereby employees could place pre-tax dollars into an account which would be used for qualified medical expenses (unreimbursed medical expenses) as allowed under Section 125 of the IRC (minimum of \$10 per pay period and maximum of \$45 per pay period);
- c) A Dependent Care Account (DCA) whereby employees can place pre-tax dollars into an account to pay for dependent day care as allowed under Section 125 of the IRC:

Section 3 Full buy-out whereby the Village will offer:

- a) \$1,500 annually for those employees who opt completely out of individual health insurance and no longer have health insurance coverage through the Village (pro-rated for each month out);
- b) \$2,500 annually for those employees who opt completely out of dual coverage health insurance and no longer have health insurance coverage through the Village (pro-rated for each month out);
- c) \$3,000 annually for those employees who opt completely out of family health insurance and no longer have health insurance coverage through the Village (pro-rated for each month out).
- d) Payments for those who choose the full-buy out will be made in the first pay period in December of each year.

Section 4 A Health Insurance Committee composed of three members selected by the Mayor and three members selected by the three Union Presidents will be formed. The purpose of the Committee is to obtain data pertaining to available health insurance plans to ascertain whether or not it would be in the mutual interests of the parties to make other plans available or to replace existing plans that are available. The Committee will convene within one month after the final approval of this Agreement and will meet thereafter as determined by the Committee. It is the intent of the parties that a report and recommendation regarding health insurance shall be made prior to the renewal date for the existing plan. At least one male and one female must be on the committee.

ARTICLE 41

ADVANCEMENT OF SECOND & THIRD CLASS LINEMEN

Section 1 An employee hired and classified as a 3rd Class Lineman will be advanced to the classification of First Class Lineman as follows:

- Step 1.** A new employee with no electric line experience will work for a period of six (6) months assisting only from the ground.
- Step 2.** Six (6) months from the date of hire, a 3rd Class Lineman may, under close supervision work on voltages up to and including 440 volts. One and one half (1½) years from date of hire a 3rd Class Lineman shall be moved to Step 3 providing he meets the following criteria:
- (a) He will have completed units 1-1 through 1-6; passed all open book unit tests with at least 85%; and passed the supervised test 1-7 with at least 75%.
 - (b) It is determined by his immediate supervisor and superintendent that he is qualified for advancement from the practical aspects of his assigned duties during Step 2.
- Step 3.** A 2nd Class Lineman shall remain at Step 3 for the period of at least one (1) year before moving to Step 4. Under close supervision, he may engage in work on live lines customarily gloved by the Lake Placid Electric Department. Before advancement he shall meet the following criteria:
- (a) He will have completed units 2-1 through 2-6; passed all open book unit tests with at least 85%; and passed the supervised test 2-7 with at least 75%.
 - (b) It is determined by his immediate supervisor and superintendent that he is qualified for advancement from the practical aspects of his assigned duties during Step 3.

Step 4. A 2nd Class Lineman shall remain at Step 4 for the period of one (1) year before being classified as First Class Lineman. He shall also meet the following criteria:

- (a) He will have completed units 3-1 through 3-6; passed all open book unit tests with at least 85%; and passed the supervised test 3-7 with at least 75%.
- (b) It is agreed upon by the Electric Department Supervisor, Assistant Superintendent, and Line Foreman that the employee is competent in all aspects of his assigned duties.

Section 2 Future First Class Linemen under this agreement will be trained through the National Joint Apprenticeship and Training Committee for the Electrical Industry. The Employer will furnish all training materials and texts.

Section 3 New employees hired as 2nd or 3rd Class Linemen may be started at any 3rd Class Linemen's step that the Employer deems appropriate; however, before advanced to the next step, the employee must complete all previous units and tests required under Step 1 of this Article.

Section 4 The pay rates for 2nd and 3rd Class Linemen will be determined as a percentage of a First Class Lineman's wages and will be as follows:

3rd Class Step 1	70%
Step 2	80%
2nd Class Step 3	85%
Step 4	90%

Section 5 Present employees with 2nd and 3rd Class Lineman classification shall remain in their present step as determined by Section 1 of this article until such time that he qualifies for advancement to the next step. He shall receive the Step 3 pay rate until he qualifies for Step 4 under the terms of this Article.

ARTICLE 42

W A G E S

Classification	EFFECTIVE DATE		
	04 - 05	05 - 06	06 - 07
Assistant Superintendent	\$33.22	\$34.26	\$35.30
Line Foreman	\$31.33	\$32.37	\$33.41
Chief Lineman	\$28.49	\$29.53	\$30.57
First Class Lineman	\$26.82	\$27.86	\$28.90
2nd Class Lineman (3rd Step)	\$23.49	\$24.53	\$25.57
2nd Class Lineman (4th Step)	\$24.47	\$25.51	\$26.55
3rd Class Lineman (1st Step)	\$19.91	\$20.23	\$21.27
3rd Class Lineman (2nd Class)	\$22.14	\$23.18	\$24.22
Electric Meter Serviceman	\$25.03	\$25.87	\$26.71
Asst Electric Meter Serviceman	\$23.59	\$24.43	\$25.27
Mechanic/Carpenter	\$23.26	\$24.10	\$24.94
Meter Reader	\$23.02	\$23.86	\$24.70
Groundman	\$21.07	\$21.91	\$22.75
Principal Acct Clerk	\$22.93	\$23.63	\$24.33
Computer Operator	\$19.19	\$19.89	\$20.59
Tax Collector	\$12.67	\$13.37	\$14.07
Typist	\$12.17	\$12.87	\$13.57

ARTICLE 43

SAVINGS AND SEPARABILITY

Section 1 If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement, or those applications of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of, has been restrained, shall not be effected thereby.

Section 2 When any provision of this Agreement is invalidated, as described in Section 1 of this Article, the parties shall negotiate a substitute for the invalidated provision.

ARTICLE 44

SIGNATURE PAGE

WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1st day of August, 2004.

Robert B. Bala
Mayor

9/28/04
Date

For the Village of Lake Placid
Board of Trustees

I.B.E.W. LOCAL UNION 1249

John B. Bala
Business Manager
IBEW Local 1249

8/25/04
Date

Michael C. Bala
Unit Chairman
Lake Placid Municipal
Electric Department

9-24-04
Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
OCT 08 2004
Edward J. ...
This approval ...
International ...