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Title: **Malone, Village of and Malone Department of Public Works Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Franklin County Local 817 (2002)**

Employer Name: **Malone, Village of**

Union: **Malone Department of Public Works Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Franklin County 817**

Effective Date: **06/01/02**

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

PERB ID Number: **7669**

Unit Size: **27**

Number of Pages: **28**

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Malone, Village Of And Csea (Malone
Dpw Unit)

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AGREEMENT

BETWEEN

VILLAGE OF MALONE, NEW YORK

AND

VILLAGE OF MALONE
DEPARTMENT OF PUBLIC WORKS
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

FOR THE PERIOD

JUNE 1, 2002 TO MAY 31, 2005

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JUN 24 2002

CONCILIATION

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INTRODUCTION:

This agreement is made to be effective between the Village of Malone, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, hereinafter referred to as the "Employer", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union, by Village of Malone Public Works Unit of the Franklin County Local 817, hereinafter referred to as the "Union".

The Employer and the Union agree that any provisions of this agreement requiring legislative action, by amendment of law or by providing the additional funds therefore to permit implementation, shall become effective only when the appropriate legislative body has given approval.

ARTICLE ONE

Preamble

The Employer and the Union agree that it is the intent and purpose of this Agreement to promote the industrial and economic relations of the Village of Malone, and that the obligations resting upon the Employer and the Union to render honest, courteous and efficient service will be recognized and consistently fulfilled. It is further the intent and purpose that there shall be set forth herein the rates of pay, hours of work, fringe benefits and conditions of employment which are to be observed by the Employer and the Employees.

The term "Employees" in this agreement shall include all full-time yearly employees. Department heads shall be excluded from salary negotiations.

ARTICLE TWO

Bargaining Agency

1. Recognition. The Employer hereby recognizes the Union during the term of this Agreement as the sole and exclusive representative for the purpose of collective bargaining for wages and benefits for Employees for the maximum period allowed by the Public Employees Fair Employment Law.

All Department of Public Works employees must become members of the Union within ninety (90) days of employment.

2. Agency Shop. Effective on June 1, 1982, Agency Shop fee deductions became effective and shall continue during the term of this Agreement. (Agency Shop fee deductions mean the obligation or practice of a government to deduct from the salary of a public employee, who is not a member of the certified or recognized employee organization which represents such employee for the purpose of collective negotiations conducted pursuant to this article, an amount equivalent to the amount of dues payable by a member. Such term also means the obligation or practice of a government to transmit the sums so deducted to an employee organization.)

3. Union Membership Dues. The Employer and the Union agree that payroll deductions from an Employee's earnings for Union Dues shall be established upon written authorization from each employee. Such authorization shall be signed by each Employee upon a separate payroll authorization card supplied by the Union. The Employer also agrees to deduct from the wages of Employees, and periodically to remit to the Union, regular membership dues so authorized by each Employee.

ARTICLE THREE

Grievance Procedure

The Employer and the Union agree that the Grievance Procedure shall be as printed in the official Code of the Village of Malone, dated August 12, 1963, and shall apply to the Department of Public Works employees of the Village of Malone.

ARTICLE FOUR

Seniority

1. Promotion. The Employer and the Union agree that Employees with seniority will be given consideration in making promotions within the department. In the consideration for employees who may be entitled for promotion, seniority shall be the deciding factor when there is no distinction between employees with respect to factors relevant to the ability of the employees to perform the required duties and responsibilities satisfactorily. It is also agreed that seniority will apply only to permanent Employees.

2. Loss of Seniority. It is also agreed that Employees shall lose seniority when an Employee quits, is discharged or retires from employment, unless reinstated by the Village within six (6) months.

3. Seniority is to be accrued from the date of permanent appointment.

4. Lay-Off – Recall

A. Lay-Off and Recall of competitive class employees shall be done in accordance with Franklin County Civil Service Rules and Regulations.

B. Lay-Off and Recall of non-competitive and labor class employees:

1. Seniority is that factor which will prevail in case of demotion, layoff, recall and reduction in force, unless otherwise noted. An employee's seniority date shall be the date he/she begins his/her employment with the Village.

2. For purposes of this section the following lay-off divisions with the Department of Public Works are established, based on the employee's work assignment.

- A. Water Department - MEO
- B. Sewer Department - MEO
- C. Street Department - MEO
- D. Mechanic Department - MEO
- E. Laborers (all department)

3. In the event of lay-off, non-competitive employees in the Street and Mechanics Departments may exercise their seniority rights to displace less senior employees in those departments or the labor class.

4. In the event of lay-off, non-competitive employees in the Mechanics and Street Departments will not be able to displace non-competitive employees in the Water or Sewer Departments, unless they possess the qualifications needed by the department.

5. In the event of lay-off, non-competitive employees in the Water or Sewer Departments may displace similar employees or lower class employees in other departments if they are more senior than the person displaced.

6. In the event of lay-off, labor class employees may displace less senior employees in their own classification.

C. In the event the Auto Body Repairman classification is abolished, the employee in said classification will be treated as a Motor Equipment Operator. He may then displace an employee based on his seniority, only in the Street and Mechanics Departments, unless he is in possession of the needed qualifications to displace a less senior employee in the Water or Sewer Department.

D. Before any layoff occurs, the Village will notify the President of the Association.

E. Recall shall be in reverse order of layoff.

ARTICLE FIVE

Leaves

1. Leaves of Absence. The Employer and the Union agree that Employees shall be granted leaves of absence, without pay, upon the recommendation of the department head and when approved by the Employer.
2. Educational and In-Service Training Leaves. The Employer and the Union agree that Employees shall be granted educational and in-service training leaves, with pay, to attend educational or in-service training programs, provided attendance is of mutual benefit to the Employee and the Employer and is recommended by the department head and approved by the Employer.
3. Sick Leave.
 - a. The Employer and the Union agree that Employees shall earn sick leave credit at the rate of one (1) day per month of full-time employment, for a total of twelve (12) days per year, based upon the work day schedule. If Employee uses no sick time within a six (6) month period, however, one (1) additional sick day will be added for said period. Also, such earned but unused sick leave shall be accumulated to a maximum of one hundred eighty-five (185) days, but will be paid for a maximum of one hundred twenty (120) days at retirement or termination of service.
 - b. The annually accrued and accumulated sick leave may be taken, at the option of the Employee, as follows:
 - (1) One-half of the sick leave accrued and accumulated, less any sick days used (excluding time used due to on-the-job injury that will be reimbursed by self-insurance), during the period beginning each December 1 and ending on the following November 30, in cash, at the Employee's

daily pay rate, to be paid on the date of the first payroll in the following December; and

One-half of the sick leave days accrued and accumulated during the same period to be carried over, up to the maximum accumulation of one hundred eighty five (185) sick leave days; or

- (2) All of the sick leave days accrued and accumulated during the same above defined period to be carried over to the maximum accumulation of one hundred eighty five (185) sick leave days.

c. It is also agreed that Employees shall earn sick leave credit from the date of their employment. Part-time or seasonal personnel engaged by the Employer, and not covered by this Agreement, shall not earn sick leave credit until such individual and such position are full-time, yearly and covered by this Agreement. At that time sick leave credit shall be credited retroactively to the date of initial employment and prorated to reflect such part-time employment.

d. It is also agreed that Employees shall be granted the use of sick leave credit, with pay, for absences from duty due to Employee's contracting or incurring any non-occupational sickness, illness, or exposure to contagious disease to the full extent of such Employee's earned and unused accumulated sick leave credit. Sick leave credit shall be used at the rate of one (1) day for each day absent from duty for the above reasons based upon the work day schedule.

(NOTE: Employees are protected with respect to the accrual and accumulation of sick leave days accumulated and accrued between June 1, 1984 and December 1, 1984 under the terms and provisions of Supplemental Agreement between the Employer and the Union dated December 13, 1982.)

e. It is also agreed that the Employer retains the exclusive right to extend sick leave provisions beyond the above-stated sick leave plan for an Employee, when requested in writing and when approved by the Village Board. Such consideration may be extended when, if in the opinion of the Village Board the sick leave was the result of an illness or injury. However, in no case shall this extension of sick leave with pay be granted in excess of thirty (30) days annually.

f. It is also agreed that it shall be the responsibility of the department head to ascertain that the purpose and intent of this sick leave plan is not abused. Chronic absentees must produce a doctor's certificate.

g. It is also agreed that unused and accumulated sick leave, based upon the employee's regular work day schedule, shall be paid by the Employer to the Employee upon job termination or retirement. However, this provision applies only to Employees with ten (10) or more years to service.

h. It is also agreed that Employees shall be allowed to charge absences from work, in the event of illness in the employees immediate family, against accrued and accumulated sick leave credits up to a maximum of fifteen (15) days in any one calendar year. For the purposes of this subdivision, immediate family shall mean an employee's spouse or child. Prior notice of 24 hours is required except in the case of an emergency.

i. It is further agreed that Employees, with ten (10) or more years of service, shall be allowed the option to be paid for any and all accumulated sick leave over and above 60 days.

4. Personal Leaves.

a. The Employer and the Union agree that Employees shall receive five

(5) personal leave days annually, based upon work day schedule, after one (1) full year's service (anniversary date), not to be prorated at termination of employment.

b. It is also agreed that Employees must give the department head at Least 48 hours advance notice for personal leave, except in the event of an emergency. Emergency shall be determined on the basis of common sense, as deemed by the department head.

c. It is also agreed that not more than three (3) personal leave days shall be taken consecutively.

d. It is also agreed that personal leave not used in a given year shall be transferred to accumulated sick leave, but subject to the aforementioned accumulated sick leave maximum of one hundred eighty five (185) days.

e. It is also agreed that personal leaves shall be granted for any reason, provided that an adequate staff can be maintained for the safe and efficient operation of the department in which the Employee works.

5. Jury Duty Leaves.

The Employer and the Union agree that Employees shall receive jury duty leaves and shall be paid by the Employer the difference between the hourly wage rate for eighty (8) hours and the daily jury fee, or any other remuneration received, exclusive of mileage.

6. On-the-Job Bodily Injury and Illness Leaves.

The Employer and the Union agree that Employees shall receive on-the-job bodily injury and illness leaves as same are covered by applicable Workers' Compensation Law. Any service connected illness or injury shall not be subtracted from sick leave to the extent such occupational illness or injury is compensated for in accordance with Workers' Compensation

Insurance and appropriate New York State Law, for example Section 207 of the Civil Service Law.

7. Bereavement Leaves.

The Employer and the Union agree that Employees shall be able to use up to four (4) working days bereavement leave, with full pay, to attend funeral services for each death in the immediate family of an Employee: spouse, parent, child, sister, brother, grandparent, father-in-law and mother-in-law.

The Employer and the Union further agree that Employees shall be able to use up to two (2) working days bereavement leave, with full pay, to attend funeral services for each death of a step-brother or step-sister.

8. Military Leaves.

The Employer and the Union agree that Employees shall receive military leave in accordance with United States Law and New York State Law.

ARTICLE SIX

Workers' Compensation

The Employer and the Union agree that, in Workers' Compensation cases, Employees shall be allowed to use accumulated sick leave until such time as it is fully used up, if necessary. If and when the Workers' Compensation Board reimburses the Employer, then the Village shall receive the payment and restore the used sick leave to the Employee's records.

ARTICLE SEVEN

Holidays

1. The Employer and the Union agree that Employees shall receive thirteen (13) paid holidays in each fiscal year, as follows:

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

2. Any holiday that falls on a Saturday or a Sunday is to be celebrated on the preceding Friday or following Monday.
3. It is also agreed that Employees in the Department of Public Works shall be paid the regular hourly rate, based on the normal work day, for above holidays.
4. Holidays worked will be observed at a later date. Partial holidays worked will be paid at time and one-half.

ARTICLE EIGHT

Vacations

1. The Employer and the Union agree that Employees' vacation schedule shall be arranged in advance for each year and shall be taken only at times fixed and approved by the department head. Seniority of Employees, within position classification, shall apply in selecting vacation periods. Employees' vacation schedules shall be limited as to the number of Employees on vacation at any one time or during any one period of the year in order to preserve the manpower requirements of the department. Accrued vacation shall be granted on employee's anniversary date.

2. It is also agreed that Employees shall receive vacations during fiscal year June 1, to May 31, as follows:

After one (1) year of service	1 week
From the completion of two (2) through the completion of five (5) years of service	2 weeks
From the start of six (6) through the completion of ten (10) years of service	3 weeks
From the start of eleven (11) through the completion of fifteen (15) years of service	4 weeks
From the start of sixteen (16) through the completion of twenty-five (25) years of service	5 weeks
From the start of twenty-six (26) years and every additional year thereafter	6 weeks

3. It is also agreed that Employees may select and take vacation time any time during the year.

4. Employee vacation time shall not be carried forward to the next year,

except for Employees not permitted to take vacation by reason of departmental requirements, as determined by the department head, in which case such unused vacation time shall be taken in the next year only. It is also agreed that if Employee is unable to use his/her accumulated vacation time during the year, the Employee, upon written approval of the department head, has the option to be paid for unused vacation on his/her anniversary date, said accumulated vacation time shall not exceed three weeks.

5. It is also agreed that holidays within the vacation period of any Employee shall not be charged as vacation days, provided such days fall on a regularly scheduled working day.

6. It is also agreed that Employees, at separation from service, shall be paid proportionally, based on the anniversary date, for unused vacation time. Vacation time is to be accrued based on years of service.

7. It is also agreed that Employees will be paid earned credit vacation pay at the commencement of a vacation period and upon request, provided same is in accord with New York State Law.

ARTICLE NINE

Death of Employee

The Employer and the Union agree that should an employee die, while employed by the Village, then all accumulated leave time (sick leave time, personal leave time, and vacation leave time) shall be paid to the Employee's estate.

ARTICLE TEN

Hospitalization, Medical, and Disability Coverage

The Employer and the Union agree that Employees shall be covered for hospitalization and medical coverage by a group policy.

For Employees hired prior to June 1, 1993, the Employer shall pay for such coverage for each employee as well as dependent coverage. Upon retirement, Employer will pay one hundred percent (100%) of the monthly premium for retiree, and fifty percent (50%) of the monthly premium for dependent coverage, as covered by our insurance policy.

For Employees hired on or after June 1, 1993, the Employer shall pay for one hundred percent (100%) of the coverage for each employee, as well as fifty percent (50%) of the monthly premium for dependent coverage. After five (5) years of service, all employees hired after June 1, 1993, will have such coverage paid for on the same basis as those hired before June 1, 1993.

The Employer will provide and pay the premium for CSEA Platinum 12 Family Vision Plan and there will be no cost to Employee.

The Employer and the Union agree that if the Village changes health, vision and/or dental insurance coverage, the Employees covered under the current plan shall receive equal or better coverage under the new policy. The Employer further agrees to provide a forty-five (45) day notice to Employees of any change in health, vision and/or dental insurance coverage.

The Employer and the Union agree that statutory coverage under the New York State Disability Benefits Insurance Law will be provided to all members of the Village Department of Public Works group. The Employer will contribute one hundred percent (100%) of the premium cost.

ARTICLE ELEVEN

Retirement

The Employer and the Union agree eligible Employees shall be covered by Section 75-I of the New York State Retirement and Social Security Law.

ARTICLE TWELVE

Social Security

The Employer and the Union agree Employees shall be covered by Social Security (FICA) when mandated by law or at the option of the Employee.

ARTICLE THIRTEEN

Work Year, Work Day and Work Week

1. The Employer and the Union agree that the basic work year for Employees for all purposes in this agreement shall be the Village fiscal year (June 1 through May 31 inclusive) except where specifically indicated otherwise.

2. It is also agreed that for Employees the basic work day shall be one (1) eight (8) hour consecutive period, excluding a one-half (1/2) hour unpaid meal period, and the basic work week shall be five (5) days or forty (40) hours.

3. It is further agreed that the Village Board may, by resolution, allow an eight (8) hour consecutive period without a lunch break. This may be rescinded at any time by the Village Board, per resolution adopted by the Village Board on October 15, 1993, which states as follows:

“It is further agreed that at the discretion of the Village Board, or the Department of Public Works Supervisor, employees will work an eight (8) hour consecutive period without a lunch break. This will take effect on the date below stated (October 15, 1993) and may be rescinded at any time by the Village Board or by the Department of Public Works Supervisor.”

ARTICLE FOURTEEN

Overtime Pay

1. The Employer and the Union agree that:
 - a. Employees working over eight (8) hours in one (1) shift, or over forty (40) hours in one (1) week, shall earn overtime and be compensated at time and one-half, or receive compensatory time off, providing an adequate shift is maintained and at the discretion of the department head or his representative. No employee shall be allowed to accumulate more than twenty-four (24) hours of compensatory time, which must be taken/used within the span of three (3) pay periods.
 - b. Employees shall be offered overtime on a rotating basis, on a more or less equal basis, within position title classification, and within the discretion of the department head. The Employer guarantees a minimum of two (2) hours pay for all Employees on overtime calls, but only once in a twenty-four (24) hour period when called out.

ARTICLE FIFTEEN

Work Rules

1. The Employer and the Union agree that the Employer may change existing work rules, or add new work rules, which shall become effective seven (7) days after being posted prominently on department bulletin boards.
2. It is also agreed that Employees shall comply with all work rules in existence which do not conflict with the terms of this Agreement.
3. It is also agreed that any unresolved complaint as to the

reasonableness of any work rules, or any complaint involving discrimination in the application of any work rule, shall be resolved through the Grievance Procedure.

ARTICLE SIXTEEN

Disciplinary Procedure

1. The Employer and the Union agree that the following Disciplinary Procedure shall be followed by all Employees.

a. If an Employee is to be disciplined by a Foreman or Supervisor, then he must have a union representative or shop steward present or disciplinary action is not valid.

b. All four (4) steps of the disciplinary procedure must be taken within twenty-four (24) months of previous warning. If no other action is taken within the twenty-four (24) months of the previous warning, then the Employee's work record shall be cleared.

c. If an Employee feels that he is being unjustly punished, then he or she may file a grievance.

2. a. The following four (4) steps will be used in the Disciplinary Procedure:

- (1) A written warning
- (2) A two (2) day suspension
- (3) A five (5) day suspension
- (4) Dismissal

b. Definitions:

- (1) A written warning will be given to the Employee, which will be signed before the Supervisor or Foreman and the Union Representative. A copy will be given to the Employee, the Union Representative, and the Supervisor to place on file.
- (2) A two (2) day suspension is given to the Employee after the written warning. An Employee will be given a written explanation as to why he or she is being suspended for two (2) days. The written explanation will be signed by all three (3) parties, and each party will be given a copy to be placed on file.
- (3) A five (5) day suspension is given to the Employee after the two (2) days suspension. The Employee will be given a written explanation as to why he is being suspended. The written explanation will be signed by all three (3) parties, and each party will be given a copy to be placed on file.
- (4) Dismissal is given to the Employee after the five (5) day suspension. The Employee will be given a written explanation as to why he or she is being dismissed.

2. Proposed discipline and discharge procedures for alleged drug and/or alcohol violations are contained in the Village of Malone's Alcohol and Drug Policy.

ARTICLE SEVENTEEN

Pledge Against Discrimination

The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

ARTICLE EIGHTEEN

Access to Premises

The Employer and the Union agree that representatives of the Union may enter the premises of the Employer at any time for individual discussion of working conditions with Employees, provided such representative shall not interfere with the performance of duties assigned to Employees.

ARTICLE NINETEEN

Car Allowance

The Employer and the Union agree that Employees, upon authorization of the Employer, using a personal automobile on Village business, shall be reimbursed at the rate of thirty-one cents (\$.31) per mile.

ARTICLE TWENTY

No-Strike Clause

The Employer and the Union agree that, and the Union asserts that, it shall not cause, sanction, assist or participate in a strike against the Employer. The Union further asserts that it shall not impose an obligation on Employees or its members to conduct or participate in a strike and, in the event of a strike by its members, the Union shall exercise its best efforts to

assist the Employer in carrying out the intent of this Agreement and resolve the cause of the strike.

ARTICLE TWENTY-ONE

Savings Clause

The Employer and the Union agree that in the event any provisions of this Agreement are declared invalid, by a court of competent jurisdiction, then all other provisions shall not be affected and shall remain in full force and effect. It is also agreed that the Employer and the Union agree to immediately renegotiate the provisions declared invalid by the Court.

ARTICLE TWENTY-TWO

Management Rights

The Employer and the Union agree that the Employer shall retain the right to direct, hire, promote, transfer and discipline Employees subject to the Civil Service Law and the terms and conditions of this Agreement; to maintain the efficiency of operations; to determine the methods, means, processes and personnel to conduct such operations; to provide services when and as the Employer considers necessary; and to take whatever action necessary to effect the mission of the department, provided such rights shall not be in violation of any section of this Agreement.

ARTICLE TWENTY-THREE

Wages and Stand-by Wages

1. The Employer agrees to grant to all present Employees, with more than one (1) year of service, across-the-board salary increase of four percent (4%), effective June 1, 2002.
2. The Employer agrees to grant to all present Employees, with more than one (1) year of service, across-the-board salary increase of three and one-half percent (3.5%), effective June 1, 2003.
3. The Employer agrees to grant to all present Employees, with more than one (1) year of service, across-the-board salary increase of three percent (3%), effective June 1, 2004.
4. The Employer agrees to grant to all Employees, a shift differential, of forty cents (\$.40) per hour, for those Employees working any shift other than the 7:00 a.m. to 3:00 p.m. or the 6:00 a.m. to 2:00 p.m. shifts.
5. The following schedule applies to all employees who had less than one (1) year of service as of June 1, 1984, and employees who were hired after June 1, 1984.

All employees shall advance one (1) step on their anniversary date until they reach Step 4.

CATEGORY	EFFECTIVE 6/1/2002	6/1/2003	6/1/2004
Laborer			
Step 1	\$21,549.00	\$22,303.00	\$22,972.00
Step 2	\$23,210.00	\$24,022.00	\$24,742.00
Step 3	\$24,622.00	\$25,483.00	\$26,247.00
Step 4	\$26,120.00	\$27,034.00	\$27,845.00

Motor Equipment Operator
 Mechanic
 Water Treatment Plant Operator (trainee)
 Sewer Treatment Plant Operator (trainee)
 Auto Body Repairman

Step 1	\$23,682.00	\$24,510.00	\$25,245.00
Step 2	\$25,341.00	\$26,227.00	\$27,013.00
Step 3	\$27,004.00	\$27,949.00	\$28,787.00
Step 4	\$28,622.00	\$29,665.00	\$30,554.00

6. The following shall be the base salary schedule for the job classifications listed below:

NON-COMPETITIVE

	EFFECTIVE 6/1/2002	6/1/2003	6/1/2004
Senior Mechanic	\$29,796.00	\$30,838.00	\$31,763.00
Asst. Foreman	\$29,796.00	\$30,838.00	\$31,763.00
Working Foreman	\$29,796.00	\$30,838.00	\$31,763.00

COMPETITIVE

Chief Sewer Treatment Plant Operator	\$30,546.00	\$31,615.00	\$32,563.00
Foreman	\$30,546.00	\$31,615.00	\$32,563.00
Water Treatment Plant Operator	\$29,796.00	\$30,838.00	\$31,763.00

Sewer Treatment Plant Operator	\$29,796.00	\$30,838.00	\$31,763.00
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7. In addition, the Employer grants longevity increments, for Department of Public Works Competitive Civil Service Employees. These increments shall be added to all additional salary increases and shall not be considered as part of the base salary for any future salary increases. The increments will be Seven Hundred Dollars (\$700.00), and based on the completion of each five (5) year period up to a maximum of twenty-five (25) years.

Department of Public Works Competitive Civil Service Employees entitled to the longevity increments are as follows:

Public Works Construction &
Maintenance Supervisor
Street Maintenance Foreman
Sewer Maintenance Foreman
Chief Sewer Treatment Plant Operator
Water Treatment Plant Operator
Sewer Treatment Plant Operator
Water Maintenance Foreman

8. The Employer grants longevity increments to all non-competitive and labor class Employees. These increments shall be added to all additional salary increases each year and shall not be considered as part of the base salary for any future salary increases. The increments will be as follows, and based on the completion of each five (5) year period up to a maximum of twenty-five (25) years:

5 th year	\$350.00
10 th year	\$350.00
15 th year	\$350.00
20 th year	\$350.00
25 th year	\$350.00

9. No more than five (5) increments will be granted to any Employee.
10. The Employer and the Union agree Employees in the Street, Water, Sewer and Treatment Plant Divisions of the Department of Public Works required and directed to be on stand-by for operations in their respective divisions on Saturday, Sunday or holidays shall be paid a minimum of four (4) hours compensation at the regular hourly rate for each day on stand-by.
11. It is also agreed Employees on stand-by actually required to work, while on stand-by, shall be paid at time and one-half for such time worked, in addition to the four (4) hours stand-by compensation.
12. It is also agreed that call in times will be a minimum of four (4) hours October through March.
13. Employees designated to be on stand-by for his respective division may perform these duties at his home, but must be available for emergency cases during the entire period assigned and when directed to answer emergency calls will perform all duties assigned as they pertain to his department. Failure to comply with any of the above, barring any acts of nature or God, will be grounds for the Employer to refuse payment of all stand-by pay and/or be grounds for termination of employment.
14. The Employer agrees to purchase ten (10) pairs of work clothes, for the Department of Public Works, which will be maintained by the Employee, and replaced by Employer when needed. The Employer agrees to purchase three (3) tee-shirts per Employee, per year.
15. The Employer agrees to enter into a lease agreement satisfactory with the Water Treatment Plant Operator for the residence owned by the Village of Malone and located at Chasm Falls in the Town of Malone, County of Franklin and State of New York. The Village and the said employee shall, by said agreement, provide for matters concerning rent, maintenance, upkeep, and payment of ancillary services. The Village of Malone and Water Treatment Plant Operator shall also make arrangements for the Water Treatment Plant Operator to receive compensatory time off, agreeable to

both parties, for such time as the Water Treatment Plant Operator spends working overtime during storms.

16. Notwithstanding any provisions of this Agreement to the contrary, the Chief Sewage Treatment Plant Operator shall be paid an additional Seven Hundred Fifty Dollars (\$750.00), on an annual basis, effective June 1, 1995, and an additional increase of One Hundred Dollars (\$100.00), to Eight Hundred Fifty Dollars (\$850.00), on an annual basis, effective June 1, 1996, to reflect his status as having been certified and licensed by the Department of Health of the State of New York to test water for the Village of Malone.

17. Notwithstanding any provisions of this Agreement to the contrary, the Sewage Treatment Plant Operator shall be paid an additional Four Hundred Fifty Dollars, (\$450.00), on an annual basis, to reflect his status as having been certified and licensed by the Department of Health of the State of New York to operate the wastewater treatment plant lab.

ARTICLE TWENTY-FOUR

Miscellaneous

1. The Employer and the Union agree that Employees shall be paid Reasonable expenses while attending an Employer approved in-service training or educational program outside the vicinity of the Village of Malone.

2. The Employer and the Union agree to institute a training program within the department.

3. The Employer further agrees to reimburse employees for expenses when documented, including meals purchased by an Employee on duty for the Village, said sum per meal may be up to \$6.00, after an Employee has worked a shift of eleven (11) consecutive hours.

4. The Employer agrees that any travel time, which might extend the Employee's work day beyond eight (8) hours, will be paid for the additional time at time and one-half or be allowed to take compensatory time off.
5. The Employer agrees to furnish Village of Malone employee identification cards for all Employees.
6. The Employer agrees to establish a Labor Management Committee.

ARTICLE TWENTY-FIVE

Conferences and Conventions

1. The Employer and the Union agree that Employees desiring to attend conferences or conventions on official Village or Departmental business shall request permission of the Mayor and Board of Trustees to attend same. It is also agreed that permission to attend is solely within the discretion of the Employer and that any authorization for reimbursement of lawful expenses is the prerogative of the Employer.
2. This Article does not concern attendance of Employees at conferences or conventions concerning Village of Departmental business on non-Employer paid time or for attendance at conferences or conventions on Personal Leave or Employee's free time.

ARTICLE TWENTY-SIX

Termination and Modifications

The Employer and the Union agree that this Agreement shall be effective and shall remain in full force and effect from June 1, 1999 to May 31, 2002.

ARTICLE TWENTY-SEVEN

Entire Agreement

The Employer and the Union agree that the foregoing constitutes the entire Agreement and that no amendment shall supersede or vary provisions herein except an amendment in writing, mutually agreed upon and signed by the Employer and Union, designated as an amendment to this agreement and annexed hereto.

ARTICLE TWENTY-EIGHT

No Rescission

Any rights, privileges or benefits already accorded the Employees shall not be rescinded.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of June, 2002.

BOARD OF TRUSTEES OF THE
VILLAGE OF MALONE, NEW YORK

By: Richard G. Goley
Mayor

MALONE VILLAGE UNIT OF THE
FRANKLIN COUNTY LOCAL OF THE
CIVIL SERVICE EMPLOYEES
ASSOCIATION

By: Scott E. Turner
President