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Title: **Tupper Lake, Village of and Tupper Lake Municipal Electrical Department Unit III, CSEA, Local 1000, AFSCME, AFL-CIO, Franklin County Local 1000 (2004)**

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

Union: **Tupper Lake Municipal Electrical Department Unit III, CSEA, AFSCME, AFL-CIO**

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EG / 7772

AGREEMENT

BETWEEN

**BOARD OF TRUSTEES
VILLAGE OF TUPPER LAKE**

AND

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

**TUPPER LAKE MUNICIPAL
ELECTRIC DEPARTMENT
UNIT III**

FRANKLIN COUNTY 1000

JUNE 1, 2004 - MAY 31, 2007

RECEIVED

JUN 07 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

9

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ARTICLE 1: RECOGNITION

1.01 The Village Board of Trustees hereinafter referred to as the "Village Board" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Tupper Lake Municipal Electric Department hereafter referred to as the "Association" hereby recognizes the Association (as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment within the Electrical Unit III.)

Included: All employees of the Village of Tupper Lake Municipal Electrical Department.

Excluded: All Department Heads, appointed positions, employees of the Village of Tupper Lake Department of Public Works, Fire, Office, Water and Sewer and Police Department.

ARTICLE 2: DEFINITIONS

2.01 **Village Board of Trustees:** The elected officials of Tupper Lake, or their duly authorized representatives.

2.02 **Employee:** A regular or temporary full-time and a regular or part-time non-supervisory employee, whose classification is listed in Article 20.

2.03 **Regular Employee:** One whose employment is reasonably expected to be permanent at the time engaged, although the employment may be terminated by action on the part of the Village Board.

2.04 **Temporary Employee:** One who is engaged for a specific project or a limited period, with the definite understanding that employment is to be terminated upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) weeks but not more than one (1) year.

2.05 **Full-time Employee:** A regular or temporary employee who is scheduled to work five (5) full tours in each payroll week.

2.06 **Part-time Employee:** A regular or temporary employee who is scheduled to work less than five (5) full tours each payroll week.

2.07 **Occasional Employee:** One whose employment is intended to last for a single period of three (3) weeks or less, intermittently for periods of three (3) weeks or less.

2.08 **New Employee:** Someone who has never worked for the employer, part-time or temporary. Has no prior experience.

2.09 **Payroll Week:** The period from Sunday to the next following Saturday.

2.10 **Scheduled Day:** A day within a payroll week for which a tour is scheduled for that employee. Sunday shall in no event be regarded as a scheduled day, except for fire and policemen.

2.11 **Tour:** A period of hours beginning at a specified time and ending at a specified time, the number of hours included therein being equal to the number of the employer's regular daily hours of work, plus any unpaid meal period.

2.12 **Scheduled Tour:** A tour during which that employee is scheduled to work.

2.13 **Regular Tour:** One particular tour designated by the Village Board to be their regular tour throughout one payroll week. The starting and quitting hours of this regular tour shall be the same for the payroll week. The tour so designated serves as a basis for determining payments for time worked by that employee on any day of that week.

ARTICLE 3: COLLECTIVE BARGAINING

3.01 All collective bargaining on rates of pay, wages, hours and other terms and conditions of employment shall be conducted by the duly authorized representatives of the Electric Unit III, and by the duly elected Village Board.

3.02 Meetings for collective bargaining shall be held upon request of either party at a time and place agreeable to both parties, and each party agrees to keep the other informed in writing of the names of their respective collective bargaining representatives.

3.03 No Individual Agreements: The Village Board shall not enter into any individual agreement with any employee(s) covered by this Agreement in conflict with this Agreement. It is understood and agreed by both parties that there shall be no subterfuge to defeat the purpose of this Agreement.

ARTICLE 4: PAYROLL DEDUCTIONS OF ASSOCIATION DUES

4.01 The Village Board agrees while this Agreement is in force and effect to make collection of regular monthly dues of any employee through payroll deduction upon the order in writing signed by such employee, and revocable by the employee at any time, and to pay over the amount thus deducted to the State Association, together with a record of the names of the employees from whose wages deductions have been made and the amounts of such deductions, provided that the employee's order is in a form mutually acceptable to the Association and the Village Board.

4.02 Cancellation by employees of such written authorization for payroll deduction must be in writing and the Village Board agrees to notify Electric Unit III of the receipt of any such written cancellations.

4.03 Either party may, by written notice give to the other, terminate, with respect to any employees, the obligation and the right of the Village Board to make such deductions. The village Board shall give notice of such termination to the employee.

4.04 The Association shall certify the amount of regular Association dues as established from time to time by the Association to the Village. When there is any differences of occupation or rate of pay, the certification to the Village shall be such as to permit the Village Board to determine the proper amount to be deducted in each case.

4.05 The Association hereby agrees to indemnify the Village Board and hold it harmless from all claims, damages, costs fees, or charges of any kind which may arise out of the honoring by the Village Board of dues deduction authorizations in accordance with the provisions of this Article, and the transmitting of such deducted dues, as required by the Civil Service Employees Association, Inc., located at 143 Washington Avenue in Albany, New York.

4.06 Effective on June 1, 1982, Agency Shop Fee Deductions were instituted and shall continue. This deduction is required when an employee is not a member of the recognized employee association. The deduction will be transmitted in the same manner as Section 4.05.

ARTICLE 5: WAGES

5.01 Basic hourly and annual wage rates of the various classifications are shown in Article 20 of this Agreement for employees in the Electric Unit III. These basic wage rates shall be effective as of June 1, 2004 and shall remain in effect while this Agreement is in force and effect. The Village Board may assign and reassign, temporarily or permanently, any new or existing work to and from any occupational classification(s). If, in the opinion of the Electric Unit III, the wage rate for any occupational classification(s) has become inadequate as a result of such assignment or re-assignment, it may so notify the Village Board, and the Village Board will meet with the Electric Unit III, to bargain about the wage rate of the occupational classification(s). It is understood that work may be common to different occupational classification(s).

5.02 All employees will be paid a two (2) hour minimum on overtime.

5.03 Time and one-half (1/2) to be paid after established tour of duty. All Electric Unit III, Village employees shall have accrued time be considered time worked in regards to time and one-half (1/2).

ARTICLE 6: TRANSFERS

6.01 The Village Board or their duly authorized representatives may transfer or assign, temporarily or permanently, any employee from one occupational classification(s) to another, or from one assignment to another within the same occupational classification(s), or from an occupational classification(s) to a position outside of the Electric Unit III. This can be either as a stop in force adjustment or for other purposes, provided that if such transfer or assignment results in reducing the basic wage rate, the employee so transferred or assigned shall not receive wage treatment less than that received by employees at top rates in the position which the employee is transferred or assigned.

6.02 Any employee promoted to a higher rated classification within the Electric Unit III will serve three (3) months probationary period. If proven unsatisfactory in such higher rated classification, shall be returned to the position held just prior to promotion at the prevailing wage for this position, with no loss of seniority rights.

ARTICLE 7: DISCHARGES, SUSPENSIONS AND DEMOTIONS FOR CAUSE

7.01 Right to Discharge and Appeal: The Village of Tupper Lake shall have the right to discharge any employee for just cause, such as but not limited to, dishonesty, intoxication, or neglect of duty.

7.02 In the event an employee is suspended or discharged for cause, a written claim that the suspension or discharge was without proper reason must be filed by the Electric Unit III, within thirty (30) calendar days of the suspension or discharge.

7.03 If an employee is to be discharged, they shall first be suspended with pay for up to ten (10) calendar days. The Electric Unit III, will be notified in writing immediately that the employee has been suspended prior to discharge. During the ten (10) day period, the Electric Unit III, may discuss the reasons for the action of the Village Board with the appropriate supervisor or alternate and may protest this action.

7.04 If an employee with six (6) months or less of net credited service is discharged at the expiration of the ten (10) day suspension period, the Electric Unit III, shall claim that the discharge was without proper reason and shall not be subject to arbitration. If an employee with more than six (6) months net credited service is discharged at the expiration of the ten (10) days suspension period, the Electric Unit III, claims shall be subject to the grievance and arbitration provisions of this Agreement.

7.05 If an employee with six (6) months or less of net credited service is suspended under circumstances other than prior to discharge, the Electric Unit III, shall claim that the suspension was without proper reason and shall be subject to the grievance provisions of this Agreement, but shall not be subject to arbitration. If an employee with more than one (1) year of credited service is suspended under circumstances other than prior discharge, the Electric Unit III, claims shall be subject to the grievance and arbitration provisions of this Agreement.

7.06 In the event an employee is demoted for cause, the Electric Unit III must file a written claim that the demotion was without proper reason, within thirty (30) calendar days of the demotion.

7.07 If an employee with one (1) year or less of continuous service in an occupational classification is demoted to another occupational classification with the next lower top basic wage rate, the Electric Unit III, claims shall be subject to the grievance provisions of this Agreement, but shall not be subject to arbitration.

7.08 If an employee with more than one (1) year of continuous service in an occupational classification is demoted to an occupational classification with the next lower top basic wage rate, or if an employee is demoted to an occupational classification other than one with the next lower top basic wage rate, the Electric Unit III claim shall be subject to the grievance procedure but not subject to arbitration.

7.09 No Board of Arbitrators shall have power or jurisdiction to modify the action of the Village Board. The Board of Arbitrators shall either find that the action of the Village Board was not without proper reason, in which event the suspension, demotion, or discharge, shall be sustained in full; or that the suspension, demotion, or discharge was without proper reason.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 All disciplinary and contract grievances shall be presented by the appropriate authorized representatives of the parties to this Agreement in accordance with the steps outlined below:

First Step: The grievance shall be initially presented to the Electric Superintendent, and the proper level of the Electric Unit III. The Electric Superintendent shall make a review of the grievance with a copy given to the Village Clerk and proper level of the Electric Unit III and a reply given within seven (7) calendar days from the time of its initial presentation.

Second Step: If not satisfactorily settled at the first step, the grievance may be appealed to the Village Board, by written request and given to the Village Clerk for action at their next scheduled Board Meeting. A written reply shall be mailed or delivered by the seventh (7th) calendar day following the review of the grievance.

8.02 No grievance will be considered unless presented within one (1) year after the action or failure to act on complaint occurred, except a grievance with respect to a discharge, demotion, or Article 7 shall govern suspension for cause.

8.03 If the parties to this Agreement mutually agree it, time limits at each step of the grievance procedure may be waived and steps of the procedure may be waived.

ARTICLE 9: ARBITRATION

9.01 Either the Electric Unit III or the Village Board may arbitrate a grievance regarding the true intent and meaning of this Agreement. In all cases, providing that the grievance has been processed in accordance with the provisions of Article 8, and that written notice of intention to arbitrate is given to the other party within thirty (30) calendar days after the review in Step 2 of Article 8 has been completed. It is understood that the right to require arbitration does not extend to any matters other than those expressly set forth in this Article.

9.02 Arbitration shall be conducted through a Board of Arbitrators consisting of one local resident real property taxpayer selected by the Electric Unit III, one local resident real property taxpayer selected by the Village Board, and a third local resident real property taxpayer mutually agreed upon by the Village Board and by the Electric Unit III, who shall be the chairman.

9.03 It is understood that no arbitration shall have the power or jurisdiction to deal with any grievance unless it involves a specific instance of action or failure to act with respect to an individual employee or group of employees; or it is understood that no arbitrator shall have power or jurisdiction to deal with any question relating to discretionary payments.

ARTICLE 10: WORK SCHEDULES

10.01 Each employee shall be scheduled in each payroll week to work for five (5) tours. These tours may be on any of the days of the week from Monday to Saturday, both inclusive.

10.02 An individual employee's request to change their scheduled days or tours may be granted providing that it will not require overtime payments to employee.

10.03 Any tour may be designated as an employee's regular tour.

10.04 A scheduled tour is a tour during which the employee is scheduled to work.

10.05 Any employee may be assigned to work overtime at any time.

ARTICLE 11: LENGTH OF TOURS

11.01 The tours and hours of tours shall be as follows:

1. All Electric Unit III employees.

Regular Tour	Hours of Work	Length of Unpaid Meal Period	Overall Period
Day	8	1	9

11.02 Meal period specified above shall be taken at a time designated by the Village Board, or their duly authorized representatives, near the midpoint of tours. Whenever an employee is required to work, remain on Village premises, or a project, throughout their meal period in addition to working the number of hours in their normal tour, the meal period shall be treated as working time and any resulting working time in excess of the number of hours in the normal tour shall be treated as overtime in the manner prescribed in Article 12.

11.03 When under unusual circumstances, employees are unable to eat their regular scheduled meal(s), the Village will either pay for the meal(s) or reimburse the worker for meal expenses to those employees affected during or after unusual circumstances.

Unusual Circumstances are weather conditions, which cause severe inconvenience to the Village customers. Loss of electrical power due to snowstorms, sleet, high winds, thunderstorms, or any Act of God.

ARTICLE 12: PAYMENT FOR TIME WORKED DEFINITION OF HOURLY RATE FOR COMPUTING WAGE PAYMENTS

12.01 An employee's hourly rate shall be determined by dividing one-fifth (1/5) of the sum of the employee's basic weekly wage rate by the number of hours of work in his regular tour.

12.02 All work performed during the hours of an employee's regular tour on any scheduled working day shall be paid for at the hourly rate.

12.03 Time worked before or after an employee's regular tour shall be considered overtime and shall be paid at the overtime hourly rate.

12.04 An employee who works on a holiday shall receive the payments required above under regular tour and overtime in addition to the payment for time not worked on a holiday provided in Article 14.

ARTICLE 13: VACATIONS AND ELIGIBILITY FOR VACATIONS

13.01 All Electric Unit III employees who have been in continuous service of the Village for at least one (1) year shall receive vacation at their regular salary rate pursuant to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Credit</u>
1	5
2	10
7	15
15	20
21	21
22	22
23	23

24	24
25	25
26	26
27	27
28	28
29	29
30	30

Vacation leave shall be accrued on an hourly basis starting with date of employment. A monthly report will be given to all employees showing balance of accumulated vacation leave.

Any employee who may reach more than 30 years of service, extend the years of service against the one (1) day per year accrual past the 30 years maximum in order to cover.

13.02 Any above full-time employee will be allowed to carry no more than 200 hours of annual leave at any time. Each year vacation schedules must be drawn up and posted no later than May 31st, to cover the forthcoming fiscal year. Department Heads will set duration of vacation period that can be taken at a particular time. Choice of vacation to be on seniority basis with a single choice for any one period by each employee. After each employee has had a single choice, the process will be repeated until all annual leave time is accounted for.

13.03 Full-time employees who become eligible for a vacation, but whose employment terminates before going on vacation, shall receive any vacation to which they are entitled, except in cases of dishonesty or neglect of duty.

13.04 Leave of Absence: No leave of absence will be granted except for pregnancy leave or for an employee to better themselves in their present job classification. This to include State and Federal sponsored schools for Village employees, workshops or college courses in the employee's field, which would be beneficial to the Village.

13.05 All unit employees who have been in continuous service for the Village for at least one (1) year, shall have the option to sell back to the Village, up to one (1) week of vacation time per contract year.

ARTICLE 14: HOLIDAYS

14.01 The following twelve (12) days will be observed as holidays by the Village:

- | | |
|--------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday (1/2 day) | Thanksgiving Day |
| Memorial Day | Christmas Day |

14.02 If a holiday occurs on a Sunday, the following Monday shall be designated as the holiday.

14.03 When a holiday falls on a Saturday, the Village Board shall designate for each employee, unless on vacation in such week, any Monday or Friday in the preceding week, in that week, or in the following three (3) weeks to be observed as a holiday. Such designated days may not be the same for all employees. When another day is designated in lieu of a Saturday holiday, the provisions of the Agreement relative to the treatment of holiday shall apply to such designated day instead of to the Saturday holiday.

14.04 When a holiday falls in an employee's vacation, the supervisor, after considering any specific request of the employee, shall designate another day with the calendar year to be treated as the holiday for that employee.

14.05 An employee who is not required to work on a holiday shall receive one (1) day's pay, that is one-fifth (1/5) of the sum of their basic weekly wage rate provided the employee works on either the last scheduled working day before the holiday or the first scheduled working day after the holiday.

14.06 An employee absent on both the last scheduled working day before the holiday and the first scheduled working day after the holiday shall **not** be paid for the holiday.

ARTICLE 15: SICK LEAVE

15.01 Absence from duty by an employee of the Village by reason of sickness or disability of them self, by reason of illness shall be allowed as provided in this Article and not otherwise. Absence from duty if duly granted by the Department Head will be known as sick leave. No part-time employee shall accumulate sick leave.

15.02 An employee of the Village shall be granted sick leave with pay for one and one-fourth (1 1/4) working days per month or fifteen (15) working days a year until a total of 1,280 hours is reached and may be kept to their credit for future sick leave with pay. No sick leave with pay shall be granted to an employee in excess of ninety (90) days in any on calendar year. All new employees must complete three (3) consecutive months of service before becoming eligible for sick leave.

15.03 Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee, their accumulated and unused sick leave shall be considered cancelled.

15.04 If an employee is injured in the line of duty and receives compensation under Workman's Compensation, the employee may either receive sick leave with pay under Workman's Compensation for the duration of the disability, or use their accumulated sick leave or vacation time.

15.05 The Department Head may require a physician's certificate for any absence of more than three (3) days. In any case, the Department Head may require an examination by a physician or other accessible evidence that the illness is bona fide.

15.06 An employee on leave of absence may retain accumulated sick leave. No sick leave shall be credited during such absence.

15.07 An employee absent on sick leave is required to notify their Supervisor prior to start of shift. Failure to comply with this ruling may be considered grounds for removing the employee for that day from the payroll.

- a) Use of accumulated sick leave, personal leave or vacation leave will be charged to employee on hourly basis. A monthly report will be given to all employees showing balance of accumulated sick leave.
- b) At the discretion of the Supervisor, or Village Board, if an employee calls in sick before or after a paid holiday, the employee will not receive holiday pay, unless the employee presents a doctor statement proving inability to work due to illness.
- c) At the discretion of the Supervisor or Village Board, if an employee calls in sick before or after pass days, sick leave will not be granted and the employee will be charged A.W.O.L. (Absent Without Leave) unless the employee presents a doctor's statement proving inability to work due to illness.
- d) Sick Leave at Half Pay: A permanent employee with at least one (1) year of Village service who, due to illness, has exhausted all of their accrued leave credits, may request in writing sick leave at half pay (1/2). Medical documentation is necessary. The maximum is one (1) pay period for completed six (6) months of service. Half pay will be at the discretion of the Mayor and the Village Board and will be based on such factors as length of service, work performance, nature of illness, previous sick leave and half pay (1/2) usage, needs to continue essential services, and employees economic needs.

15.08 Sick Leave Max: When an employee reaches their maximum hours allowed to be held and does not go below that total during the course of a fiscal year, one-half (1/2) of the total of any hours accrued, but not used will be paid to that employee at their current hourly rate, provided that employee has put the Village on notice of their intent in writing to do so prior to the start of that fiscal year. Hours accrued over the maximum on a monthly basis shall be eligible for credit.

15.09 Upon retirement, an employee shall receive one quarter (1/4) accumulated sick leave to be paid in one lump sum at the current dollar rate of sick leave.

ARTICLE 16: PART-TIME OR OCCASIONAL EMPLOYEES

16.01 The hours of work for part-time or occasional employees shall be assigned according to the requirements of the job and need not conform to the provisions covering the hours of work for employees. Time worked by a part-time employee within the number of hours in a tour for a corresponding full-time employee in any day shall be paid for at the hourly rate.

16.02 Payment for overtime at the hourly rate to the part-time employee who works in excess of the regular tour of duty shall not begin until employee has worked as many hours as the equivalent tour for a full-time employee.

16.03 In other respects, part-time employees will receive payment proportionate to that provided for employees in this Agreement.

16.04 Part-time or summer employees do not receive any fringe benefits. All retired Village employees will be given consideration when the Village hires part-time employees, proving the retiree is capable of doing the job. This will be up to the discretion of the Village Board.

ARTICLE 17: BULLETIN BOARDS

17.01 The Village Board agrees that the Electric Unit III, may post on the Village bulletin boards factual and non-controversial material, which a responsible representative of the Association may desire to post. If the Village Board contends posted notices are not within the spirit of this Article, the responsible Association Representative, when available, will remove such notice. However, if the Association Representative is not available, the Village Board reserves the right to remove such material.

ARTICLE 18: FEDERAL, STATE AND LOCAL LAWS

18.01 Should any valid Federal, State or Local Law, or the final determination of a Board or Court of competent jurisdiction, affect any provision of this Agreement, the provision(s) so affected shall be made to conform to the law or determination, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 19: WAIVER OR MODIFICATION AND SAVINGS CLAUSE

19.01 This Agreement constitutes the entire Agreement between the parties, and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance(s) shall be construed as any general waiver or modification but shall be strictly limited to the extent and occasion specified herein.

19.02 Any rights, privileges and benefits already accorded to the current employees shall not be rescinded because of these amendments.

ARTICLE 20: WAGES OCCUPATION CLASSIFICATION

Salary Plans and Salary Schedules

June 1, 2004 - May 31, 2007

Above article is attached as Appendix A

- 20.01 Salary Increase of \$1,260.00 to base salary on June 1, 2004.
Salary Increase of \$1,260.00 to base salary on June 1, 2005.
Salary Increase of \$1,260.00 to base salary on June 1, 2006.

With the requirement that members opting for individual Health Insurance Coverage will contribute \$5.00 per week towards their Individual Health Insurance premium.

- 20.02 Appendix A contains the rates of pay for the titles Electric Unit III represents.

- 20.03 This appendix will be updated to reflect the wage increases outlined in 20.01.

- 20.04 Longevity Scale was deleted . However, longevity payments shall be maintained for the following employee until retirement:

Mitch Robillard \$.15 Per Hour

- 20.05 Employees hired after June 1, 1984 will receive increments on their anniversary date.

- 20.06 Promotions: It is the intention of the Village to promote from within, but the Village Board retains the right of management, after a discussion of each promotion is held with the head of the local CSEA.

- 20.07 Seniority to apply if all things are equal in positions in the non-competitive classifications and also to apply in the event of layoffs within a given classification. In the competitive classifications, the Civil Service Law would be adhered to.

ARTICLE 21: CLOTHING AND UNIFORM ALLOWANCE

- 21.01 Boot allowance of \$200 for contract years 2004-05, 2005-06, 2006-07. It is understood that all department employees will wear boots at all times during working hours. This is applicable to all Electric Unit III employees.

- 21.02 Clothing allowance of \$175 for contract years 2004-05, 2005-06, 2006-07. This is for clothing such as carhart's, jackets and pants. The Village will provide flame retardant uniforms for all employees at no charge to them and the Village will establish a dress code. This is applicable to all Electric Unit III employees. Issued clothing is intended to be worn for working hours only, not leisure time.

21.03 Prescription Safety Glasses for Working: The Village will buy the first pair and will cover repair if glasses are broken, upon approval of the Supervisor.

If an employee has to change prescriptions on their own personal glasses, only then shall the employee's safety prescription lenses be changed at the employer's expense.

21.04 Village to provide flame retardant uniforms effective 2000-01 to all Electric Unit III employees.

ARTICLE 22: PERSONAL LEAVE

22.01 In lieu of one-half (1/2) day of holiday time as a floater for the morning of Good Friday, add four (4) hours Personal Leave to reflect the following:

22.02 Employees shall be granted five and one-half (5 1/2) days or forty-four (44) hours personal leave after one (1) year of continuous service, hired prior to June 1, 1984.

22.03 Employees hired after June 1, 1984 will receive three and one-half (3 1/2) days or twenty-eight (28) hours personal leave per year, and after three (3) continuous years of work, the employee will get an additional two (2) days.

- a) Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation credits.
- b) Personal leave may be taken only with prior approval of the Supervisor, however, employees need not indicate their reasons for using this time.
- c) A monthly report will be given to all employees showing balances of accumulated personal leave.

22.04 Each year's Personal Leave must be used by the employee's next anniversary date or it will be lost.

ARTICLE 23: BEREAVEMENT LEAVE

23.01 In the event of illness or death in the employee's immediate family, the employee will be compensated for scheduled time not worked at the regular straight time rate of pay for the day of illness or death for a period of three (3) consecutive days if needed. Under

extenuating circumstances, the Electric Department Superintendent may grant an additional two (2) days.

The immediate family includes spouse, child, stepchild, sibling, stepsibling, parent, or stepparent.

The employee shall notify his department head as soon as possible of a need to take a leave pursuant to this article.

ARTICLE 24: JURY DUTY

24.01 Any full-time employee who is called to serve on jury duty shall receive pay for actual hours worked for the Village.

24.02 If this pay together with the actual jury duty pay does not equal the regular five (5) day weekly rate of pay, the Village shall make up the difference, provided the employee works for the Village during such hours, when, because the jury is not sitting, and is reasonably available for work.

24.03 However, the employee shall not be required to work on the sixth (6th) day if serving on jury duty and/or works five (5) days or more in a regular week, and shall not be required to work on the fifth (5th) day if serving on jury duty or works four (4) days or more in a holiday week.

24.04 Employee(s) who serve on jury duty will present an initial court notice. Employee(s) must submit statement showing they did serve on jury duty and the dates.

ARTICLE 25: HEALTH INSURANCE

25.01 Effective June 1, 2001, the Village agrees to offer a health insurance benefit to current employees in accordance with the terms of this Article.

A. Employer Contribution

The Village's contribution toward the cost of health insurance shall be based on premium rates for the years 2004, 2005, 2006, and 2007 respectively.

Individual Coverage

For those employees who are eligible for and opt for individual type coverage, the employer agrees to contribute 100% of the cost of the premium rates for the above referenced years. Members who opt for individual Health Insurance will contribute \$5.00 per week toward this plan.

Family Coverage

For those employees who are eligible for and opt for family type coverage, the Village shall contribute 100% of the individual premium plus 50% of the difference between the cost of the family premium and individual premium rates for the above referenced years.

B. Eligibility

For purposes of this Article, it is understood that employees must meet eligibility requirements of the carrier (i.e. employees who do not have families may not opt for family coverage, the employee must enroll during an "open enrollment" period or have a qualifying event, etc.).

The Village will offer a \$965.00 Health Insurance Buy-out annually.

ARTICLE 26: MISCELLANEOUS

26.01 The Village shall grant time for two (2) CSEA representatives four (4) days to attend workshops, meetings conventions, and conferences with no loss of wages, time, sick leave, etc.

26.02 The Village reserves the right to re-open negotiations over evaluation procedures only for employees during the life of this agreement. In the event the Village wishes to exercise this right, it will notify the CSEA at least 30 days in advance of submitting any proposal.

26.03 It was agreed on to establish a Labor/Management Committee.

ARTICLE 27: DURATION OF AGREEMENT

27.01 The term of this Agreement, with respect to wages and benefits, shall be from June 1, 2004 to and including May 31, 2007, but shall remain in force and effect until its successor is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

Dated: July 22, 2004

The Board of Trustees of the Village of Tupper Lake

Signed by: Sandra A. Steades
Mayor

Electric Unit III, CSEA of the Village of Tupper Lake

Signed by: Mark Dupuis

Signed by: James P. Moody

CSEA Representative

Signed by: Brian C. Paige

APPENDIX A – JOB CLASSIFICATION AND WAGES

Job/Year Classification	Hourly Contract 6/1/04	Hourly Contract 6/1/05	Hourly Contract 6/1/06
Line Supervisor	\$20.0420 \$41,687.36	\$20.6477 \$42,947.36	\$21.2535 \$44,207.36
Chief Line Worker	\$18.7720 \$39,045.76	\$19.3777 \$40,305.76	\$19.9835 \$41,565.76
Line Worker I/C	\$18.1371 \$37,725.17	\$18.7428 \$38,985.17	\$19.3486 \$40,245.17
Line Worker New Hire	\$16.8820 \$35,114.56	\$17.4877 \$36,374.56	\$18.0935 \$37,634.56
Line Helper 7 th 6 mo.	\$16.8820 \$35,114.56	\$17.4877 \$36,374.56	\$18.0935 \$37,634.56
Line Helper 6 th 6 mo.	\$16.2420 \$33,783.36	\$16.8477 \$35,043.36	\$17.4535 \$36,303.36
Line Helper 5 th 6 mo.	\$15.6162 \$32,481.70	\$16.2219 \$33,741.70	\$16.8277 \$35,001.70
Line Helper 4 th 6 mo.	\$14.9820 \$31,162.56	\$15.5877 \$32,422.56	\$16.1935 \$33,682.56
Line Helper 3 rd 6 mo.	\$14.3520 \$29,852.16	\$14.9577 \$31,112.16	\$15.5635 \$32,372.16
Line Helper 2 nd 6 mo.	\$13.7320 \$28,562.56	\$14.3377 \$29,822.56	\$14.9435 \$31,082.56
Line Helper New Hire	\$13.0820 \$27,210.56	\$13.6877 \$28,470.56	\$14.2935 \$29,730.56

APPENDIX A – JOB CLASSIFICATION AND WAGES (Continued)

Job/Year Classification	Hourly Contract 6/1/04	Hourly Contract 6/1/05	Hourly Contract 6/1/06
Meter Serviceman	\$15.6162 \$32,481.70	\$16.2219 \$33,741.70	\$16.8277 \$35,001.70
Meter Reader 4 th 6 mo.	\$14.3520 \$29,852.16	\$14.9577 \$31,112.16	\$15.5635 \$32,372.16
Meter Reader 3 rd 6 mo.	\$14.0320 \$29,186.56	\$14.6377 \$30,446.56	\$15.2435 \$31,706.56
Meter Reader 2 nd 6 mo.	\$13.7320 \$28,562.56	\$14.3377 \$29,822.56	\$14.9435 \$31,082.56
Meter Reader New Hire	\$13.0820 \$27,210.56	\$13.6877 \$28,470.56	\$14.2935 \$29,730.56