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#### **Contract Database Metadata Elements**

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Union: **Lake Placid Village Employees Unit 6803, CSEA, AFSCME, AFL-CIO**

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**COPY**

GEN/7644

**AGREEMENT**

By and Between

**VILLAGE OF LAKE PLACID**

and

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000 AFSCME, AFL-CIO  
CSEA UNIT #6803 VILLAGE OF LAKE PLACID  
Of**

**ESSEX COUNTY LOCAL 816**

Effective

**AUGUST 1, 2004 TO JULY 31, 2007**

**RECEIVED**

JUL 21 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

24

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## DEFINITIONS

- Agreement:** shall mean the terms and conditions of employment contained in this Collective Bargaining Agreement and no other.
- Association:** shall mean CSEA Inc. with its offices located at 143 Washington Ave., Albany, New York.
- Contract Year:** shall mean from August 1<sup>st</sup> to July 31<sup>st</sup>.
- Employer:** shall mean the Village of Lake Placid, Inc.
- Employee(s):** shall mean member(s) of the bargaining unit.
- Mayor:** shall mean the Mayor or the highest level administrator employed by the Village responsible for the day to day operations of the Village.
- Probationary Employee:** shall mean an employee that has yet to successfully complete his/her probationary period within the meaning of the Civil Service Law.
- Payroll Period** shall mean the period from Thursday to the second Wednesday following.
- Regular Shift:** shall mean one particular shift designated by the Department Head or as otherwise provided in this Agreement to be an employee's regular shift throughout one payroll period. The starting and quitting hours of this regular shift shall be the same for the payroll period. The shift so designated serves as a basis for determining payments for time worked by that employee on any day of that payroll period.
- Scheduled Day:** shall mean a day within a payroll period for which a shift is scheduled for that employee. Sunday shall, in no event, be regarded as a scheduled day except for the fire and police department employees.
- Unit:** shall mean the CSEA Lake Placid Unit #6803 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO of Essex County Local 816.
- Village:** shall mean the Village of Lake Placid, Inc.
- Workday:** shall mean eight hours.

## **A G R E E M E N T**

This collective bargaining agreement is between LAKE PLACID VILLAGE INC. and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000 AFSCME, AFL-CIO, CSEA Lake Placid Unit #6803, its officers and its members, sometimes referred to herein as "Association," "CSEA," "Unit" and "Employees." In consideration of the covenants and terms herein contained, the parties hereto agree:

### **ARTICLE I - RECOGNITION**

Section 1. The Village 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.

Included: Full-time employees of the Village of Lake Placid Highway, Fire Department and civilian employees in the Police Department.

Excluded: All department heads, Village office employees, Village Electric Department employees, and Water Department employees, Assistant Highway Superintendent, part-time employees, temporary employees, Head Fire Driver and the Secretary to the Chief of Police.

Section 2. The Association, its officers and its members, will not infringe upon the rights of non-member employees to refrain from participating in or joining the Association.

### **ARTICLE II - COLLECTIVE BARGAINING**

Section 1. 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 Association and the duly authorized representatives of the Village.

Section 2. Meetings for collective bargaining shall be held in accordance with the terms of the procedure agreement heretofore entered into by the parties hereto, and each party agrees to keep the other informed, in writing, of the names of their respective collective bargaining representatives.

Section 3. Pursuant to Section 208 of the Civil Service Law, CSEA shall have the unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

Section 4. CSEA shall have exclusive payroll deduction of membership dues and other authorized deductions for employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.

Section 5. 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 6. CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. CSEA shall have the sole and exclusive rights to pursue any matters or issues including, but not limited to, the Grievance and Appeal Procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

Section 7. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining CSEA without fear of coercion, reprisal, or penalty from CSEA or the Employer.

Section 8. Employees may join and take an active role in the lawful activities of CSEA without fear of any kind of reprisals from the Employer or its agents.

Section 9. The Village agrees to furnish a copy of this Agreement to each employee in the bargaining unit who requests same.

### **ARTICLE III - PAYROLL DEDUCTION OF ASSOCIATION DUES AND AGENCY SHOP**

Section 1. The Employer agrees while this Agreement is in place and effective to make collection of regular monthly Association dues from members of the Union through payroll deduction upon the order in writing signed by such employee, and revocable by the employee at any time, and to transmit 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 the form mutually acceptable to the Association and the Employer.

Section 2. Cancellations by employees of such written authorization for payroll deductions must be in writing and the Employer agrees to notify the Association of the receipt of any such written cancellation(s).

Section 3. The amount of regular Association dues as established from time to time by the Association shall be certified to the Village by the Association.

Section 4. The Association hereby agrees to indemnify the Village and/or its agents and representatives and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Employer of dues deductions authorizations and/or Agency Fee deductions in accordance with the provisions of this Article and the transmitting of such deducted dues to the Association.

Section 5. The Village agrees to deduct an agency fee from members of the bargaining unit who are not members of the Association by deducting an Agency Fee, as determined by the Association, and to transmit said funds in a separate check to the Association.

Section 6. The Employer agrees to send a list containing the names, social security numbers and the dollar amounts of those agency shop fee employees along with the agency shop fee check(s).

**ARTICLE IV - WAGES AND OUT-OF-TITLE WORK**

Section 1. Effective August 1, 2004, the wage rates for bargaining unit members will be increased by \$.42 cents each year of the contract except as otherwise provided hereinafter.

Section 2. Out-of-Title Work: When a Laborer and/or an MEO works at a higher classification for three (3) or more consecutive hours, he/she shall receive the following compensation:

- a) Laborer working as a Motor Equipment Operator: @ \$13.13 per hour. \*
- b) Laborer working as a Heavy Equipment Operator: @ \$13.90 per hour. \* SAME
- c) MEO working as a Heavy Equipment Operator: @ \$15.50 per hour. \*

Section 3. EQUIPMENT CLASSIFICATION:

- a) HEAVY EQUIPMENT: ELGIN SWEEPER  
(HEO) BACKHOE – ALL DEPARTMENT  
MACHINES  
LOADER #9  
LOADER #13  
TRUCK #24 PLOW TRUCK WITH WING AND  
SANDER  
GRADER  
EXCAVATOR 690D
  
- b) MOTOR EQUIPMENT: DUMP TRUCKS (#2,3,4,7 +12)  
(MEO) JOHN DEERE SWEEPER 301-A  
JOHN DEERE SWEEPER 4600  
SKID STEER - GEHL

Section 4. Fire Drivers: Two drivers, to be determined by the Employer, or its designee, who perform services and repairs to Fire Department equipment that is not part of their regular duties, shall receive extra compensation for such extra services at the rate of \$15.00 per week. This provision (Fire Drivers) will pertain only to the two employees currently performing such out-of-title work so long as they continue such employment during the period of this agreement.



## **ARTICLE V - SENIORITY AND TRANSFERS**

Section 1. Seniority shall date from the last date of full-time employment and shall govern longevity, layoffs, promotions and transfers with the following qualifications: Insofar as layoffs, promotions and transfers are concerned, the Employer will give full consideration to seniority, but due consideration will be given to fitness, ability, efficiency and other qualifications for the position as evidenced by the records and experiences of the Employer; and when job classifications, fitness, ability and efficiency of two or more employees are reasonably equal, seniority will be given preference.

Section 2. Probationary employees shall not be covered by nor enjoy the rights granted by Articles 6 and Step 3 of Article 7 of this Agreement.

## **ARTICLE VI – DISCIPLINE PROCEDURE**

Section 1. The parties agree that the Employer has the right to discipline employees in accordance with the terms contained herein. It is understood that for purposes of this Article, that the term Employer shall include the appropriate Department Head (i.e. Head Fire Driver for the Fire Department, Highway Superintendent for the Highway Department, Chief of Police for Police Department). It is further understood that the Employer may not discipline an employee unless there is just cause to do so and that the employee may recoup any or all compensation lost as a result of said discipline via the rights granted in this Article and Article VII – Grievance Procedure. The Association and the Employer agree that the procedure set forth herein is the sole and exclusive procedure for dealing with matters of discipline.

Section 2. When the Employer decides to impose discipline upon an employee, said discipline may not be imposed until such time that the Employer has notified the employee of the reasons for the discipline and the penalty to be imposed and the employee has been provided a reasonable opportunity to respond.

Section 3. Should the initial notification be verbal, the Employer shall follow up by placing the reasons for the discipline in writing which shall include the penalty imposed and shall provide the employee and the Association with a copy within five (5) business days of imposing such discipline. Such serving of the written discipline shall be via personal delivery or via US Certified Mail.

Section 4. The Association may file a grievance against the disciplinary action on behalf of the grievant within ten (10) days (business days, excluding holidays) of the employee receiving the written notice of the discipline.

Section 5. If the disciplinary action results in a work suspension with or without pay or termination of employment, the Association may appeal the matter directly to arbitration. In such cases, the Association shall submit a grievance to the Mayor simultaneous to filing a Demand for Arbitration as provided in the Grievance Procedure as well as notification that that the Association has appealed the matter to arbitration. In all other incidents, a discipline grievance shall commence at the Mayor's level of the grievance procedure by submitting a grievance at that level.

## **ARTICLE VII - GRIEVANCES**

### **Section 1. Declaration of Basic Principles:**

- a) The parties agree that grievances may be presented pursuant to the terms of this grievance procedure and that neither employees nor the Association shall be subjected to retaliation because of grievances presented in good faith.
- b) Any and all time limits contained in this Article shall be considered the conditions precedent for filing grievances and may be extended only through the voluntary mutual consent of the Association and the Employer. Time Waiver(s) shall not set precedent and shall be reduced to writing and signed by both parties to be considered valid.
- c) The parties agree that they should attempt to resolve issues informally before utilizing the formal procedure.
- d) The Village agrees that designated CSEA representatives shall be reasonably released from duty for the purposes of investigating and adjusting grievances.

### **Section 2. DEFINITIONS**

- a) Class Action Grievance – shall mean a grievance with a specific issue(s) which affects more than one employee and may only be filed by the Association.
- b) Day – for the purposes of this Article shall be considered a business day (Monday – Friday with the exception of holidays)
- c) Grievance – shall mean a claimed violation of an Article contained in this agreement.
- d) Grievant – shall mean the party that filed the grievance.
- e) PERB – shall mean the New York State Public Employment Relations Board

### **Section 3. GRIEVANCE PROCEDURE**

#### **Step 1 – Department Head**

An employee or the Association shall file a grievance within fifteen (15) days after it knew or should have known of the events upon which the grievance is based. Upon receipt of the grievance, the Department Head, at his discretion, may call for a meeting with the grievant to discuss the matter. If the matter remains unresolved, the Department Head may issue a written decision to the grievant within ten (10) days after receipt of the written grievance or the meeting, as applicable. Should the Association not be satisfied with the decision of the Department Head, it shall appeal the matter to the Mayor within fifteen (15) days after receiving the decision of the Department Head or, if the Department Head fails to provide a timely response, twenty (20) days after submitting the grievance to the Department Head.

## Step 2. - Mayor

Upon receipt of the grievance, the Mayor, or his designee, shall review the grievance and, upon request of the Association, arrange to meet with the Association in an attempt to resolve the grievance. The Mayor may issue a written decision to the Association within ten (10) days after receipt of the written grievance or meeting with the Association, as appropriate. Should the Association not be satisfied with the decision of the Mayor, it shall appeal the matter to Arbitration by submitting the same to PERB within fifteen (15) days after receiving the decision of the Mayor or, if the Mayor fails to provide a timely response, twenty (20) days after submitting the grievance to the Mayor.

## Step Three - Arbitration

- a) The parties shall be bound by PERB's Rules of Procedure for Voluntary Grievance Arbitration.
- b) Should the parties fail to agree upon a submission (the matter to be decided by the arbitrator) the arbitrator shall limit his/her purview to the issue as presented on the written grievance.
- c) The decision of the arbitrator shall be final and binding upon the parties and shall be limited to interpretation of provisions contained in this Agreement.
- d) The costs of the arbitrator shall be born equally between the Village and the Association.
- e) It is understood that in disciplinary matters that the burden of proof shall rest with the Employer.

## **ARTICLE VIII - WORK SCHEDULES**

Section 1. Each employee, except members of the fire department and the animal control officer, shall be scheduled in each payroll period to work for ten (10) shifts. These shifts may be on any of the days of the week from Monday to Saturday, both inclusive.

Section 2. An individual employee's request to change his scheduled days or shifts may be granted at the discretion of the department head or supervisor providing that it will not require overtime payments to himself or some other employee.

Section 3. Fire Drivers' permanent schedules shall be based on their regular shift. When a vacancy occurs, Fire Drivers shall be allowed to bid on the vacated shift and it shall be awarded based upon seniority unless the Department Head can show good cause for not awarding the vacated shift to the most senior person whereby the next senior person shall be awarded the vacated shift. It is understood that there may be occasions whereby a Fire Driver will work a shift other than his regular shift.

Section 4. Any employee may be assigned to work overtime at any time.

Section 5. Use of sick leave shall not be counted as time worked for purposes of calculating overtime; however other approved leave will count.

Section 6. All employees shall be allowed two fifteen (15) minute coffee breaks per work-day. ✓

Section 7. Overtime work for winter sanding/salting will be based upon a monthly schedule prepared by the Highway Superintendent and provided to all qualified operators by no later than the last day of the preceding month. Assignments for this overtime work will be made among operators determined qualified by the Superintendent, and will be rotated each day, including weekends, on a seniority basis provided, however, that in the Superintendent's management discretion any one qualified operator may be assigned up to ten (10) scheduled overtime days, including Saturday or Sunday, but not both, in any one month regardless of such rotation requirements. If an operator declines to work overtime on a day he or she is scheduled for call out, and the Superintendent does not find good cause for such declination, such person will not be given overtime for the remainder of the month in which such declination occurs and for the entire ensuing month. In the event of a declination of overtime in any twenty-four hour period, the Superintendent may assign overtime for that period to any other qualified operator.

Section 8. The Village agrees, in reference to the above, that the Highway Superintendent will make every good faith effort not to change anyone's schedule, i.e., treat everyone consistently unless an emergency situation exists.

Section 9. Standby procedure will be during the week, one on standby with no pay; on weekends, one person from end of Friday shift to Monday morning and receive eight (8) hours pay. It is understood this will be done on a rotational basis.

#### **ARTICLE IX - LENGTH OF SHIFTS**

Section 1. The shifts and hours of shifts shall be as prescribed by the Employer or Department Head. Highway Department employees shall normally work from 7:00 a.m. to 12 noon and 12:30 p.m. to 3:30 p.m.

Section 2. Meal period specified shall be taken at a time designated by the Department Head, or their duly authorized representatives, near the midpoint of shifts.

#### **ARTICLE X - PAYMENT FOR TIME WORKED**

Section 1. Employees shall be paid their normal hourly rate for all hours worked within the workday.

Section 2. Employees in the Highway Department shall receive overtime pay at time and one-half for: (1) hours worked in excess of eight in a day; (2) those hours worked on a holiday; and (3) those hours worked in excess of forty in a week. Employees of the Fire Department shall receive overtime pay at time and one-half for those hours worked in excess of forty in a week.

Section 3. Any employee who has completed his tour of duty and is recalled to work shall receive a minimum of two (2) hours pay for such call-out time.

Section 4. Members of the Highway Department, Fire Drivers and the Animal Control Officer will have the option of receiving pay or compensatory time off, with the department head's approval for all overtime worked, within the year in which it is accrued or as provided for in the Fair Labor Standards Act.

Section 5. Comp time may be accumulated up to a maximum of one hundred (100) hours - January 1 until December 31. This benefit shall continue unless amended by the parties at future negotiations. Comp time must be used no later than the end of the next calendar year and in blocks of no less than three (3) hours.

Section 6. Each employee will review a copy of his or her time sheet prior to its delivery to the Village office.

#### **ARTICLE XI - VACATIONS AND ELIGIBILITY FOR VACATIONS**

Section 1. For an employee to become eligible for a vacation at his or her regular salary rate, an employee must be in continuous service and complete:

1 year	5 days vacation
2 years	10 days vacation
6 years	14 days vacation
8 years	15 days vacation
12 years	17 days vacation
15 years	20 days vacation
20 years	22 days
25 years	25 days vacation

Section 2. After an employee has been in the service of the Village for twenty-five (25) consecutive years such employee shall be entitled to twenty-five days plus one additional day for each year thereafter.

Section 3. The times during which vacation may be taken in any calendar year shall be scheduled by the respective department heads, preferential treatment being afforded to seniority.

Section 4. Vacation time must be used within one (1) year from the date of its accrual.

Section 5. Any employee of the Village covered by this Agreement who is entitled to vacation leave at the time of retirement shall receive the earned vacation leave which has not been taken, effective thirty (30) days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

Section 6. Vacation Time Buy Back: A member of the bargaining unit may sell back accrued vacation time up to 10 full workdays, once per contract year . Payment shall be at the employee's current hourly rate.

## **ARTICLE XII - HOLIDAYS**

Section 1. The following holidays will be observed as holidays by the Village. All employees who work on a holiday will be paid time and one-half pay for all hours worked on the holiday and their regular paid holiday as listed below.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Good Friday afternoon (12:00 - 5:00 p.m.)	Veteran's Day
Thanksgiving Day	Christmas Day
Memorial Day	

Section 2. An employee's birthday will be a paid holiday and shall be treated like any other holiday.

Section 3. Easter shall also be treated as a holiday for those who are required to work on Easter and it shall be treated as a holiday falling on Sunday with the following Monday designated as a holiday for those required to work on Easter Sunday.

Section 4. If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday.

Section 5. 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 this Agreement relative to the treatment of holidays shall apply to such designated day instead of to the Saturday holiday.

Section 6. When a holiday falls on a day when an employee is taking vacation, said employee shall not be charged with a vacation day for the holiday.

Section 7. An employee absent (not to be paid) 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.

Section 8. The Good Friday afternoon holiday shall only be treated as a holiday for those employees whose normal work shift falls within the hours of 12:00 - 5:00 p.m. on Good Friday. This period shall not be considered as a holiday for any employee whose normal work shift does not fall within these specified hours and only as a partial holiday for those employees whose normal work shift includes only a portion of the hours between 12:00 and 5:00 p.m.

## **ARTICLE XIII - SICK LEAVE**

Section 1. Absence from duty by an employee of the Village, by reasons of sickness or disability of himself, or herself, by reasons 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. Each employee is to notify his supervisor as soon as possible before his shift starts when calling in sick.

Section 2. Employees shall accumulate sick time at the rate of 1 ¼ days per month up to a maximum of 180 days. All new employees must complete three (3) consecutive months of service before becoming eligible for sick leave.

Section 3. Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of discharge of an employee, his accumulated and unused sick leave shall be considered canceled. When an employee departs Village service, he may use up to one hundred eighty (180) days of accumulated sick leave at his current wage rate to pay for health insurance.

Section 4. An employee who becomes disabled for a reason other than an injury occurring on the job shall notify the Employer as soon as possible and provide supporting documentation from a doctor. Such leave shall begin when a doctor certifies that the employee is no longer able to work. Employees shall be allowed to use any accrued time to account for time not worked.

Section 5. If any employee is injured in the line of duty and receives compensation under Worker'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. If the employee uses his sick leave while on Worker's Compensation, the employee shall turn over his weekly benefit check to the employer. The employer shall return to the employee that part of his unused and accumulated sick leave and/or vacation leave for which the weekly benefit check pays. Any lump sum payments received by the employee shall be retained by the employee.

Section 6. Any employee on leave of absence may retain accumulated sick leave. No sick leave may be credited during such absence.

Section 7. Employees with 120 or more sick days on the books shall be allowed to be paid up to five (5) days provided that said employee used five (5) or less sick days in the preceding contract year. It is understood that said time will be deducted from the employees accrued sick time.

Section 8. Sick Leave Donation - Employees of the bargaining unit may donate sick leave accruals within the following guidelines:

- a) Employee receiving accruals must have exhausted all accruals due to a catastrophic incident or illness involving themselves or an immediate family member.
- (b) The donation of sick leave accruals is strictly voluntary.
- (c) Donations shall remain confidential if so requested by the donor.

- (d) Donations shall be in full day increments.
- (e) Donations shall be limited up to no more than five (5) days; however, additional donations may be offered on an as needed basis.
- (f) Donations shall be processed through the supervisor. The supervisor shall process the donation to the Village.
- (g) Donations shall be utilized in the order received. In the event a recipient fails to require the utilization of donated accruals (i.e., returns to the payroll) donated time shall be returned to the donor. The supervisor shall be so notified by the Village and the supervisor shall notify the involved donor of the returned accruals.
- (h) Based upon the fact that this is a new benefit, the parties agree to meet and confer in the event any of the above guidelines require adjustment. Such adjustment must be mutually approved by both Labor and Management.

#### **ARTICLE XIV - BULLETIN BOARDS**

Section 1. The Village Board agrees that the Association may post on the Village Bulletin Board 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 XV - WAIVER OF MODIFICATION**

Section 1. 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 or instances, shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified therein.

#### **ARTICLE XVI - RETIREMENT BENEFITS**

Section 1. The Village shall continue the New York State Non Contributory "25 Year Career Plan" provided under the provisions of Section 75 g of the New York State Retirement Law.

Section 2. In addition, the Village will adopt and maintain the "unused sick leave" and "ordinary death benefits" presently provided for under Section 41-j and 60-b of the NYS Retirement and Social Security Law.

#### **ARTICLE XVII - HOSPITAL & MAJOR MEDICAL INSURANCE**

Section 1. The Village will continue to offer Utica/Watertown's PPO Plan or it's equivalent.



Section 2. Effective August 1, 2004, employees hired after August 1, 1985, shall pay 20% of the total premium cost of health insurance. Effective August 1, 2004, employees hired prior to August 1, 1985, shall pay 10% of the total premium cost of health insurance through July 31, 2005; 15% from August 1, 2005, through July 31, 2006 and 20% from August 1, 2006, through July 31, 2007.

Section 3. 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 are not currently covered under the any Village health plan or 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.
- e) Once an employee opts out of coverage and becomes eligible for the buy-out, said employee will not be eligible to opt back in to coverage unless his/her circumstances substantially change from what they were at the time of the original buy-out. In such cases, the employee will not thereafter be eligible for the buy-out unless specifically approved by the Health Insurance Committee. In addition, no opt out will be allowed until the employee provides proof that s/he has health insurance coverage from another source.

Section 3. 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. The Mayor shall set the date for the first meeting. Thereafter, the committee shall determine the dates for future meetings.

#### **ARTICLE XVIII - ANNUAL UNIFORM ALLOWANCE**

Section 1. Uniform allowance for all regular fire drivers and the Traffic Control Officer shall be \$500.00 for 2004, \$550.00 for 2005 and \$600.00 for 2006.

Section 2. The Village will provide any special clothing required in the judgment of the Department Heads for the health, safety or general welfare of the employees.

Section 3. Highway Department and Animal Control employees shall receive a clothing allowance of \$250.00 for 2004, \$300.00 for 2005 and \$350.00 for 2006.

Section 4. Uniform allowances shall be paid the first pay period in August of each year.

Section 5. Fire department drivers shall be provided with an employee locker/lounge room at current level provided.

#### **ARTICLE XIX - PERSONAL LEAVE**

The purpose of personal leave is to provide paid time off to employees in order to conduct personal business that could not otherwise be conducted outside the normal workday. Employees may be granted up to a maximum of 3 personal days per year, non-cumulative, in their first 3 years of service and up to 5 days per year, non-cumulative, thereafter.

#### **ARTICLE XX - LONGEVITY PLAN**

The following longevity plan has been established for all employees:

- |  |                          |
|--|--------------------------|
| Section 1. After five (5) continuous years of service -                  | \$300.00.                |
| Section 2. After ten (10) consecutive years of service -                 | \$400.00 non-cumulative. |
| Section 3. After fifteen (15) consecutive years of service               | \$500.00 non-cumulative. |
| Section 4. After twenty (20) consecutive years of service -              | \$600.00 non-cumulative. |
| Section 5. Longevity will be paid in one lump sum in December each year. |                          |

## **ARTICLE XXI - MISCELLANEOUS**

Section 1. Bereavement Leave - Each employee shall be entitled to three (3) days bereavement leave at or near the time of death of a member of his or her immediate family. Immediate family includes mother, father, brother, sister, spouse, children, step-parents, step-children or any individual who normally resided in the household.

Section 2. Any employee of the Highway department who has worked or is going to work an overtime shift of at least four (4) hours shall be entitled to a thirty (30) minute meal period either (a) following the regular shift, but before the overtime shift, or (b) following the overtime shift but before the regular shift.

Section 3. The Village shall reimburse employees for the expense of renewing one's CDL license if the CDL license is required by the employer. This work benefit shall not be paid retroactively, only prospectively.

Section 4. Shift Differential for Fire Truck Drivers

- a) Afternoon Shift     \$.15 cents per hour
- b) Midnight Shift     \$.35 cents per hour

Section 5. All members of the bargaining unit shall be subject to random drug testing.

## **ARTICLE XXII - SAVINGS CLAUSE**

Section 1. If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any additional thereto shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this Article, the original parties of this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

Section 3. This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of employees in this unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining. Any prior commitment or agreement between the Association or any individual employee covered by this Agreement is hereby superseded. The Employer agrees not to enter into any individual arrangements with individual employee(s).

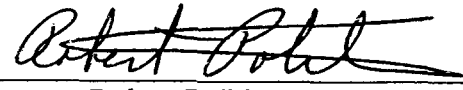
**ARTICLE XXIII - DURATION OF AGREEMENT**

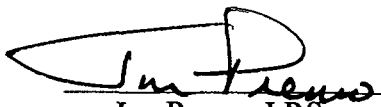
This Agreement is effective as of August 1, 2004, and shall continue in force and effect, subject to the other provisions contained herein, until July 31, 2007.

FOR CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.:

FOR THE VILLAGE:

  
\_\_\_\_\_  
Gregory Jacques, CSEA      Date  
Unit President

  
\_\_\_\_\_  
Robert Politi, Mayor      Date

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Jon Premo, LRS      Date

**APPENDIX "A"**

	<b>Hiring Rate</b>	<b>After Probation</b>
TRAFFIC CONTROL OFFICER	10.00	10.50
DOG CONTROL OFFICER	11.50	12.00
MECHANIC	11.00	11.50
ASSISTANT MECHANIC	10.00	10.50
HEO	12.00	12.50
MEO	11.00	11.50
LABORER	9.50	10.00
MAINTENANCE WORKER	10.00	10.50
MASON	9.50	10.00

**Fire Truck Drivers Schedule**

Probation	\$12.42
Successful Completion of Probation	\$12.84
August 1 after Completing One Year	\$13.26
August 1 after Completing Two Years	\$13.68
August 1 after Completing of Three Years	\$14.10

Increases for those with three or more years of service shall be \$.42 each year of Contract.

APPENDIX A  
Salary Schedule

	HOURLY WAGE SCHEDULE		
	Current	2002	2003
FIRE DRIVERS ( 1 and 2)	\$15.06	\$15.50	\$15.96
3 and 4	12.42	12.86	13.32
TRAFFIC CONTROL OFFICER	10.00	10.50 <sup>1</sup>	10.96
DOG CONTROL OFFICER	10.71	12.00	12.46
HIGHWAY MECHANIC	13.72	14.16	14.62
ASST. MOTOR EQUIP. MECH. (vacant)			
HEAVY EQUIPMENT OPERATOR:			
#1	15.21	15.65	16.11
#2 and 3	14.91	15.35	15.81
MOTOR EQUIPMENT OPERATOR	13.59	14.03	<u>14.49</u>
GENERAL MAINTENANCE	12.79	13.23	13.69
LABORER:			
#1	9.46	10.00	10.46
#2	9.27	10.00	10.46
#3	8.53	10.00	10.46
#4	13.06	13.50	13.96
#5*	7.25	10.00	10.46

2004

42  
 \$16.53  
 2004  
 \$14.91  
~~2003~~

NOTE: CSEA and the Village have agreed not to display employees' names in this Salary Schedule. The salaries listed above shall be viewed in the same order as listed in the Memorandum of Understanding between the parties arrived at in good faith negotiations.

<sup>1</sup> Upon completion of probation

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN**

**THE VILLAGE OF LAKE PLACID**

**AND THE**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000 AFSCME, AFL-CIO  
CSEA UNIT #6803  
VILLAGE OF LAKE PLACID  
OF THE  
ESSEX COUNTY LOCAL 816**

**WHEREAS**, the above listed parties have entered into a bargaining agreement effective August 1, 2004 to July 31, 2007; and

**WHEREAS**, the parties during the negotiations of such bargaining agreement agreed to adjust ARTICLE X – PAYMENT FOR TIME WORKED, Section 2 to amend overtime procedures for Fire Drivers; and

**WHEREAS**, the parties acknowledge that the newly executed agreement failed to adjust such language accordingly; and

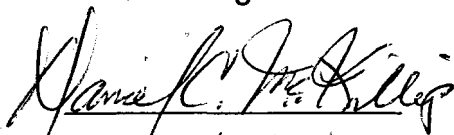
**WHEREAS**, the parties are in agreement to make such adjustment at this time.

**THEREFORE**, it is agreed that the below listed language shall fully replace the current language in ARTICLE X – PAYMENT FOR TIME WORKED, Sub Section 2 listed on page 11 of the current agreement:

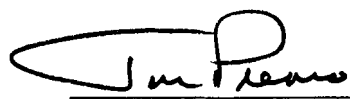
*Section 2. Employees in the Highway and Fire Drivers shall receive overtime pay at time and one-half for (1) hours worked in excess of eight in a day; (2) those hours worked on a holiday; and (3) those hours worked in excess of forty in a week. Use of sick leave hours shall not be considered in computing overtime.*

**FURTHER**, the parties agree that facsimile obtained signatures are sufficient to execute this Memorandum of Understanding.

For the Village:

  
12/12/04

For the CSEA:

  
LRS. CSEA INC.  
12-7-04