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Union: **Village Department of Public Works, International Brotherhood of Electrical Workers (IBEW), AFL-CIO**

Local: **363**

Effective Date: **06/01/04**

Expiration Date: **05/31/07**

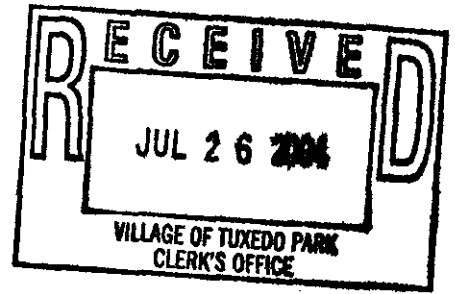
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VILLAGE of TUXEDO PARK

and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #363 AFL-CIO

relating to

THE VILLAGE DEPARTMENT of PUBLIC WORKS

6/1/04- 5/31/07

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Article I
Scope of the Agreement

Section 1. Recognition. Pursuant to NY PERB Case C-1539 the Village of Tuxedo Park recognizes Local Union 363, International Brotherhood of Electrical Workers, hereinafter called the "Union" as the sole and exclusive bargaining agent for all employees as hereinafter defined in Section 2 of this Article.

Section 2. Employees. The term "employee" as used in this Agreement shall include all employees of the Department of Public Works. The term "employee" as used herein shall exclude the Superintendent of Public Works and any employee of any kind who shall be hired for a term of sixty (60) days or less.

Section 3. Village of Tuxedo park, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with principal office at Lorillard Road, Tuxedo Park, New York 10987 (hereinafter referred to as "Employer").

Article II
Union Security

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain a member, and those who are not members on the effective date of this Agreement shall, as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members.

Section 2. Upon written authorization from the employee to do so in form approved by the Village and the Union, the Village shall deduct from the earned wages of such employees and remit to the Union on or before the 15th day of each month, the amount of monthly Union dues payable to the Union by the Employee.

Article III
Hours of Work

Section 1. Normal Work Day. The normal work day shall consist of eight (8) hours of work in each twenty-four (24) hour period, commencing no earlier than 7:00 a.m. to 3:30 p.m. with one half (1/2) hour for lunch, to be taken between the hours of 11:00 a.m. and 1:30 p.m.

Section 2. Normal Work Week. The normal work week shall consist of forty (40) hours of work and shall start no earlier than Monday at 7:00 a.m. The normal work week shall be Monday, Tuesday, Wednesday, Thursday and Friday.

Article IV
Overtime

Section 1. Daily Overtime.

All hours consecutively worked by an employee in excess of the employee's regular scheduled work day (which is eight (8) hours) shall be paid for by the Village at one and one-half (1 1/2) times the employee's regular hourly rate of pay.

Section 2. Weekly Overtime. All hours worked in excess of forty (40) hours in any work week shall be paid for by the Village at one and one-half (1 1/2) times the employees regular hourly rate of pay.

Section 3. Holiday Overtime. Employees who, at the request of the Village, report to work on any holiday listed in Article VI, shall be paid two (2) times the employee's regular hourly rate of pay plus holiday pay.

Section 4. Overtime on Saturday. All hours worked on Saturday and Sunday shall be paid for by the Village at one and one-half (1 1/2) times the employees regular hourly rate of pay.

Section 5. Overtime on Sunday. All hours worked on Sunday shall be paid at two (2) times the employees regular hourly rate of pay.

Section 6. Duplication or Pyramiding of Overtime. Daily or weekly overtime, whichever is higher, will be paid, but not both, and no employee shall be paid overtime pay for more than one reason for the same hours worked.

Section 7. Distribution and Rotation of Overtime.

a. Insofar as practicable, overtime work, except work necessary to complete a particular job, shall be distributed as equally as possible among the employees regularly assigned to the job in which the overtime work is to be performed; provided the employees are fully qualified to perform the work required. The opportunities for employees to work overtime shall be rotated among all employees regularly assigned to the job, commencing with employees having the greatest seniority, and an offered opportunity from which the employee is excused shall be considered a missed turn. This does not require a clerical balance of overtime hours worked.

b. It is recognized by the parties hereto that the Village must have, at all times, qualified personnel available to it to perform necessary overtime work.

Accordingly, the parties agree as follows:

1. If qualified employees within the job classification do not volunteer for the required overtime, then the Village may, but is not required to, go outside of the job classification in an effort to obtain the needed qualified employees on a voluntary basis.
2. If the Village is unable to secure the necessary qualified employees for overtime on a voluntary basis, the **next** senior qualified employees within the job classification will be required to perform the overtime work.

Section 8. Employee on Vacation. Any employee who, having started his regularly scheduled vacation period, and who is called back to work because of Village convenience, shall be paid at one and one-half (1 1/2) times his regularly scheduled hourly rate of pay for all hours worked during his regularly scheduled vacation; however, no employee is required to accept such work. If an employee accepts such work, he shall be entitled to additional vacation time equal to the time worked to be rescheduled at the mutual convenience of the employee and the Village.

Section 9. Emergency Work.

a. Emergency work is hereby defined as work of any kind by an employee performed before or after any normal work day without prior notice or warning by the Superintendent that such work might be anticipated or required.

b. Any employee called to work for emergency work shall receive not less than four (4) hours straight time or time and one-half (1 1/2) for hours actually worked, whichever is greater **and on Sunday shall receive not less than four (4) hours straight time or two (2) times for all hours actually worked, whichever is greater.**

Section 10. Village Convenience Layoffs. No employee shall be laid off during his regular work week for the purpose of reducing overtime payment or shall not be given time off without pay on a regularly scheduled work day to equalize overtime.

**Article V
Rest Periods and Allowances**

Section 1a. Employees shall be granted a rest period of fifteen (15) minutes after 12:00 noon, without loss of pay. The scheduling of said rest period shall be at the discretion of the Superintendent which shall be at a reasonable time of each morning and afternoon.

Section 1b. Any employee who shall, because of overtime or emergency work or a combination of both, work sixteen (16) consecutive hours or more during any normal week day, shall be entitled to nine (9) consecutive hours rest time. An employee shall not be penalized for loss of regular work time pay during times when the rest period falls into a regular work day.

Section 1c. An employee who shall because of overtime or emergency work, or a combination of both, be required to work four (4) or more consecutive hours after a normal work day shall be entitled to a "lunch-dinner" break of thirty (30) minutes, with pay, and after each consecutive four (4) hours of work and a "lunch-dinner" break shall be allowed. Each employee will also be reimbursed \$8.00 per "lunch-dinner" break, with no receipt required, not to exceed \$24.00 in a 24 hour period.

Section 1d. Employees shall be permitted five (5) minutes before lunch during a normal work day and ten (10) minutes before quitting time for a normal work day, for the purpose of washing and cleaning up, without loss of pay.

**Article VI
Holidays**

Section 1. The Village will grant to all employees the following holidays with full straight time pay for eight (8) hours notwithstanding any work is performed on such days:

- | | |
|--------------------|------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. President's Day | 8. Veteran's Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Fourth of July | 11. Floating day |
| 6. Labor Day | 12. Employees Birthday |

Section 2. Holidays Falling on Saturday and Sunday. If any of the holidays listed in Section 1 of this Article fall on Sunday, the holidays shall be observed on the following Monday; if they fall on Saturday, they shall be observed on the preceding Friday.

Section 3. Eligibility for Holiday Pay. To be eligible for holiday pay as set forth in Section 1 of this Article, the employee shall (a) have completed his probationary term prior to the day of the holiday; (b) have worked the regularly scheduled work day succeeding the holiday, unless there is an excused absence by the Village; and (c) have not failed to report to work on the holiday when he has agreed to work on such holiday.

Section 4. Employee Vacation. If a holiday falls within a vacation period of an employee, the employee shall receive pay for said holiday, or his vacation shall be extended a day mutually convenient to both the employee and the Superintendent.

**Article VII
Vacation**

Section 1. Vacation. For all employees the following vacation eligibility should be in force.

After employment of

One year
Two years
Five years
Ten years
Twenty years

Vacation

One week with pay
Two weeks with pay
Three weeks with pay
Four weeks with pay
Five weeks with pay

After the first year of employment, vacations shall be based on the fiscal year of the Village, June 1st to May 31st. Vacation pay for each week of vacation will be based upon an amount for each weeks pay.

Section 2. Proration of Vacation Pay. An employee, after he has completed one (1) year of employment, who is absent during the year for reasons of leave of absence, layoff, illness or injury and death, shall have his vacation pay prorated based upon time actively worked, unless such absence was due to a work related injury or illness. (For Example: an employee absent for six (6) months shall receive 6/12ths of his vacation pay. Time shall be rounded to the nearest month).

Any employee who is terminated shall be entitled to prorated vacation pay as described in this section. New employees will have their vacation prorated after they are off probation. (Example) an employee is hired-

June1 - Aug.15	40hrs
Aug.16- Oct.31	32hrs
Nov.1 - Jan.15	24hrs
Jan.16- Mar.31	16hrs
April 1 and later	8hrs

Section 3. Times of Vacation. Because of the nature of the business of the Employer, the allotment of vacation time to employees with less than two (2) years of employment is reserved to the employer, vacation after two (2) years of employment can be taken at any time during the calendar year with three (3) weeks notice. In the event two (2) or more employees in the same classification desire available vacation time off, seniority shall prevail. Vacations cannot be carried over from one year to the next.

Section 4. Vacation Carry Over. Employees will be able to carry over one (1) week of vacation to the next fiscal year. Carry over week of vacation must be used in next fiscal year. Non-compensatory if not used.

Article VIII Death In Family

Section 1. In case of death in an employee's immediate family, the employee shall be permitted to be absent with pay for a period not to exceed three (3) days but not beyond one day after the date of burial. Payment for such time shall be at the employee's basic straight time hourly rate (not to exceed eight (8) hours per day) and shall be made only for those days that fall upon a regularly scheduled work day. If a holiday or vacation day should occur during the three (3) day period that shall not be considered as part of such three (3) day period. In such a case the employee shall be entitled to additional vacation time or holiday time equal to such time falling within the three (3) day period to be rescheduled at the mutual convenience of the employee and the Superintendent.

The term "immediate family" as used herein shall include the following, father, mother, spouse, son, daughter, brother, sister, grandparents, and in-laws of the employee. However, if the death is that of a brother-in-law or sister-in-law, the employee shall be entitled only to be paid for the date of such-in-laws funeral unless the same falls upon a Saturday or Sunday.

Article IX Seniority Clause

Section 1. Layoffs and Recalls. Layoffs made in connection with the decreasing of the working force shall be made on the basis of length of continuous service. Recall of employees so laid off shall be made in inverse order of layoff, providing the employee is able to perform the work. The Village shall give not less than fourteen (14) days advance notice of layoff involving more than ten (10) working days to the employee or employees affected and to the Union. Rehiring shall be made on the basis of seniority as layoffs

Section 2. Bumping. When it is necessary to reduce the working force, employees shall bump the least senior employee in accordance with their seniority, provided that they have the necessary skills, knowledge and abilities, mental and physical, to perform the job as constituted on a regular basis. A more senior employee shall be entitled to a reasonable period of time to demonstrate his skills, knowledge and abilities to the Superintendent.

Section 3. Probationary Period. The first sixty (60) working days comprising the normal week for all new employees will be considered a probationary period.

New employees will be separated at the discretion of the Superintendent at any time during the probationary period without recourse on the part of the Union to the grievance procedure. The seniority of probationary employees, after having completed the probationary period, will date back to the date of hire at which time a new employee shall receive full continuous service credit.

Section 4. Continuous Service. An employee's continuous service with the Village shall be deemed to have terminated under the following conditions:

- a. Where the employee voluntarily quits his employment.
- b. Where the employee is discharged for just cause.
- c. Where an employee fails to report within four (4)

working days after the date indicated on return receipt of written notice of recall to work from a layoff. Such written notice shall be given by the Village by registered mail, return receipt requested, and addressed to the employee at his address appearing on the payroll records of the Village. Letter of the Village shall be considered as received if it is returned marked "no forwarding address."

d. Where an employee is absent due to a layoff or for any other reason, including physical disability, which continues for more than one (1) year. An employee absent for more than one (1) year due to a compensable disability incurred during the course of employment shall not have his continuous service broken provided such employee returns to work within thirty (30) days after final payment of statutory compensation for such disability and has been certified by the Village doctor as being fit to do his job.

e. Where an employee fails to return to work at the expiration date of a leave of absence granted to him by the Village.

Section 5. Promotion. If a vacancy shall occur in any job classification, the Village Superintendent shall post a notice of such vacancy and the necessary qualifications to fill the same, for a period of five (5) working days during which time any qualified employee, except a probationer, may submit to the Village Superintendent a written bid for such vacancy.

The Village Superintendent shall at the end of said five (5) day period fill such vacancy from among the bidders on the basis of length of continuous service where ability to perform the work is relatively equal. An employee whose bid is accepted cannot bid again for a period of ninety (90) days. Any employee whose bid is not accepted cannot bid for the same job for a period of six (6) months.

Where no bid is submitted or no bid is accepted because of a failure of the bidder to meet job qualifications, the Village Superintendent may fill the vacancy by assigning any employee selected by him or by hiring a new employee.

The Village shall be the judge as to the ability of any bidder to perform the work for the vacant job classification, and it shall make its decision with respect thereto after a reasonable period of careful observation and testing.

**Article X
Management Clause**

Section 1. Rights of Management. The Employer reserves the exclusive right to exercise the normal function of Management, including the right to hire, direct, discipline, suspend, discharge for cause, lay off, transfer, require employees to observe reasonable rules and regulations of the Employer, and to decide method, manner and type of business and service, providing the provisions of this Agreement are not violated.

**Article XI
Safety and Health**

Section 1. The Village Superintendent will maintain working conditions in accordance with the applicable rules and regulations of both State and federal government. The Village recognizes that safety and health conditions are a common cause of concern, and accordingly, the parties hereto shall extend mutual cooperation to the other in maintaining, establishing, and promoting safety and health provisions.

Section 2. Wearing of Safety Gear. All employees shall wear protective equipment such as hard hats, safety goggles, and the like when required by the Superintendent. Any such requirement shall not be unreasonable. Any such safety and protective equipment shall be supplied at the cost of the Village.

Section 3. Safety Committee. The Village agrees that one member of the Union Shop Committee, which member may be rotated at the convenience of the Unit, shall function as a member of the Safety Committee, together with a representative of the Village. It shall be the function of the Safety Committee to meet monthly, or whenever necessary, for the common good of the parties. The Shop Committee member of the Safety Committee shall not suffer any loss of pay for attendance at meetings if such meetings are conducted during work time.

Section 4. Employees facilities. The Village shall provide an adequate room with storage facilities for the employees.

Article XII

Work Conduct

Section 1. Methods of Performing Work. All employees shall perform their assigned duties in a workmanlike fashion and in accordance with the rules of conduct which are made a part of this Agreement. It shall be just cause for the Village Superintendent to institute disciplinary proceedings including terminating an employee's employment if he shall be found to be performing his assigned task in contravention of the work rules.

Section 2. Discharge or Suspension.

a. The Employer shall neither discharge nor suspend any employee without just cause except as otherwise provided in this Agreement. In all cases involving the discharge or suspension of an employee for just cause, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Union Office within one (1) working day from the time of the discharge or suspension.

b. In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint within four (4) working days of the alleged incident (except for the causes specified in subsection "f" hereinafter) against such employee in writing, and a copy of the same to the Union and Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based

c. Any employee discharged without cause must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within ten (10) days from the date of discharge.

d. A discharged or suspended employee must advise his Union in writing within five (5) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

e. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery.

f. Grounds for immediate discharge shall be for drinking alcoholic beverages on the job, use or possession of illegal drugs, intoxication, carrying unauthorized passengers and/or dishonesty.

Article XIII Work Clothes

Section 1. Supplying Work Clothes. Every employee who shall have completed his probationary term shall be entitled to **\$500.00** after they are off probation. The allowance will be paid upon a submitted charge slip or paid slip to the Village Clerk. Uniforms are to be worn during working hours.

Article XIV Pension

Section 1. During the period of this Agreement the Village shall not suspend its pension plan or any part thereof or diminish any of the benefits provided under such plan.

Article XV Health & Life Insurance & Eye Care/ Dental

Section 1. All employee and their families will be covered under the statewide plan. All costs are absorbed by the Employer on the day following the date the employee completes the sixtieth (60) day of continuous service with the Village.

Section 2. All Employees will be put on the Village Eye Care and Dental plan.

Article XVI Retirement Benefit

Section 1. Presently the Village pays for all the health and life insurance costs of any employee who retires under the New York State Retirement System and has had at least **ten (10)** years service with the Village. A widow can pick up such policy within sixty (60) days.

Article XVII Bulletin Boards

Section 1. The Village will provide bulletin boards at the departments for the posting of Union notices.

Article XVIII Temporary Employees

Section 1. A temporary employee is one who is hired for a period not to exceed thirty (30) days. Extensions of time must be by mutual agreement. Temporary employees shall receive less than a permanent employee's lowest wage.

Section 2. Temporary employees shall not be entitled to any benefits under this Agreement other than those required by law.

Section 3. In hiring and rehiring temporary employees, the Village Superintendent shall follow the spirit and intent of Section 64 of the Civil Service law insofar as it affects the provisions of this Agreement and shall pay such employee at a rate less than that paid to employees covered by this Agreement.

**Article XIX
Jury Duty**

Section 1. Excused Absence. An employee shall be excused from work without loss of pay on any normal work day for jury duty in any court of the nation or state.

Section 2. Jury Duty Pay. Any such excused employee shall be entitled to his regular straight time pay for a normal work day less any compensation received by him for his services as a juror. No employee shall be entitled to jury duty pay unless he provides the Village Superintendent with a notice to report for such duty prior to his request for jury duty pay.

**Article XX
Personal Leave**

Section 1. Employees shall be granted leave with pay for personal leave not to exceed **four(4)** working days with pay per year, after they are off probation. An employee shall make every effort to notify the Village within twenty-four (24) hours.

**Article XXI
Sick Leave**

Section 1. Term of Sick Leave Per Calendar Year. All full time employees shall be eligible for eight (8) sick days per year, after they are off probation. Unused sick time may be carried forward to subsequent years as a form of income protection, to be used after disability pay has been exhausted.

Section 2. Once an employee has accrued twenty-five sick days, in subsequent years, the employee may choose to continue accruing days or choose to be reimbursed for unused sick time for that year. If the employee chooses to receive a cash payment, such payment shall be their regularly hourly rate of pay for all unused sick days for that year, to be paid on the first payday in December via separate check.

Section 3. Pay for unused sick leave stipulates that any sick days taken after payment is made, on the first payday in December will be deducted from their sick days in the following year.

Section 4. The Superintendent reserves the right to require a doctor's note for what he considers to be unreasonable use of sick time.

Section 5. At retirement the employee will be eligible to receive payment up to 25 unused sick days.

**Article XXII
Disability Pay**

Section 1. All employees with three (3) years of service shall be eligible for thirty seven (37) consecutive work days of non-work related illness or injury of disability pay per calendar year. For purposes of this article, "disability pay" shall mean full pay.

Section 2. After six (6) weeks of full pay the Village may request a second opinion from a doctor of the Village's choice. The two (2) doctor's will discuss the employees medical records and see if they agree on the employees ability to return to work. If the two doctors cannot agree, a third doctor, after examining the employee and his records, shall render his opinion and the majority of the doctors' opinions shall designate the appropriate action to be taken.

Section 3. Any employee who had made use of six (6) full weeks of such pay in any calendar year may be required to submit immediately to a second exam by a doctor of the Village's choice.

Section 4. All cost of the second and third doctors' opinions will be paid by the Village.

**Article XXIII
Grievance**

Section 1. If a dispute arises concerning the interpretation application or claimed violation of specific term of this Agreement, the following steps will be utilized.

a. The grievant and the Shop Steward shall take the matter up with the Superintendent within twenty (20) working days of the alleged violation.

b. The Superintendent shall give his answer within five (5) working days to the employee and the Shop Steward.

c. If the employee is not satisfied, the employee shall submit his grievance in writing to the Village Board within five (5) working days.

d. The Village Board will answer the grievance in writing within five (5) working days to the Shop Steward.

e. In the event the grievance is not satisfactorily resolved in the local level, the parties may pursue the provisions of the Taylor Act, and submit to arbitration making use of the public employees relation board to pursue the grievance. The arbitrator's decision will be binding on both parties. All of the above is done pursuant to the Civil Service Law, more specifically, the Taylor Law.

Section 2. The cost and expense of pursuing any grievance shall be borne by each party on its own behalf.

Section 3. The employees involved in the grievance will be given ample time off without loss of pay.

**Article XXIV
Equal Opportunity**

Section 1. The Village and the Union agree, in carrying out their respective obligation under the terms of this Agreement, that they will not discriminate in any manner whatsoever, against any employee or applicant for employment because of sex, age, race, creed, or national origin.

**Article XXV
Employee Rights**

Section 1. The Village agrees that it will not under normal circumstances require any employee to place himself in physical jeopardy by crossing a picket line.

Section 2. The Village will not interfere with, coerce, intimidate or discriminate in any manner against any employee because of membership or activity in the Union.

Section 3. During the term of this Agreement there shall be no lockout of employees.

**Article XXVI
Access By Representatives**

Section 1. A Union representative shall have the right to enter any Village location to assist Union members.

Section 2. Shop Stewards may receive call and assist their members in handling disputes.

Section 3. Three (3) members selected to serve as a negotiating committee shall receive appropriate time off without loss of pay. If negotiations are to be held after hours it should be handled without pay.

**Article XXVII
Military Leave**

Section 1. Employee attending National Guard or Reserve Training establishments shall be granted up to two (2) weeks leave with pay in any year. Such employees shall be allowed, in addition to the above, their regular vacations with base pay, if they are entitled to vacation under the terms of this Agreement.

Section 2. If an employee is in a National Guard or Reserve Training unit and is called up for emergency civil insurrection duty or riot duty of a local nature, he shall be paid regular straight time pay for the period of such absence, less any compensation received from National Guard or reserve Unit.

Section 3. In the event an employee enters the Military Service or the U.S. Maritime Service within the framework of the existing Selective Service Act or within the framework of the Act as it may be rewritten or amended from time to time, and thereby leaves his employment with the Village agrees to restore such employee to his job, or to a job of like classification, without loss of seniority for the period of Military Service, at the then established rates of pay, upon his return, providing the employee has not been dishonorably discharged, is still able to perform the duties of such job, and makes application for re-employment with the time specified by law.

**Article XXVIII
Effective Date-Termination-Amendments-Disputes**

Section 1. The Agreement shall take effect June 1, 2004, and shall remain in effect until May 31, 2007. It shall continue to be in effect from year to year thereafter, from June 1st through May 31st of each year unless changed or terminated in a way later provided.

Section 2. Either party desiring to change or terminate this Agreement must notify the other in writing at least ninety (90) days prior to December 1st of any year. When notice of changes only is given, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the manner of such changes, the original provisions shall remain in full force and effect.

Section 3. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendments agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International office of the Union, in the same manner as herein stated.

Section 4. There shall be no stoppage of work by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as herein stated.

**Article XXIX
Conditions Covering Entire Agreement**

Section 1. Overall Paragraph Covering Entire Agreement.
Notwithstanding any other provision of this Agreement to the contrary, the parties agree that they shall be governed by the Civil Service Law of the State of New York, and other applicable law concerning employment and conditions thereof.

Section 2. Work usually performed by employees in this bargaining unit will not be contracted out if it will result in loss of employment to the employees covered by this Agreement.

When building or construction work is to be contracted out by the Village, all other matters being equal, the Village will give preference to contractors having Union Agreements with the International Brotherhood of Electrical Workers, or other Unions affiliated with the AFL-CIO, providing nothing herein shall require the Village to violate federal, State or municipal laws or regulations.

In the event of consolidation of services of governments, the Union shall have the right to negotiate in this matter.

**Article XXX
Job Classifications**

Section 1. The Village agrees to establish the following job classifications:

Class I	Auto Mechanic, General Foreman, Road Foreman
Class II	Sewage or Water Operator
Class III	M.E.O.
Class IV	Maintenance Man

**Article XXXI
Wages**

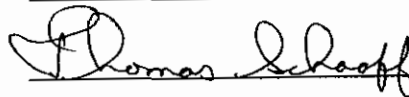
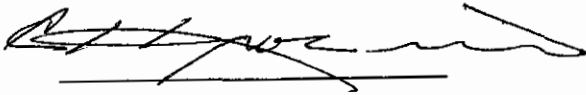
Section 1. Wage Rates.

Effective	6/1/04	6/1/05	6/1/06
Class I	\$24.30	\$25.27	\$26.28
Class II	\$23.14	\$24.07	\$25.03
Class III	\$21.96	\$22.84	\$23.75
Class IV	\$21.75	\$22.62	\$23.52

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this _____ day of 2004.

VILLAGE OF TUXEDO PARK

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION # 363



APPROVED
INTERNATIONAL OFFICE - I. B. E. W.

JUN 22 2004

Edwin U. Hill, President
This approval does not make the
International a party to this agreement.