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Contract Database Metadata Elements

Title: **Lake Placid, Village of and Lake Placid Water Department Unit, International Brotherhood of Teamsters (IBT), Local 687 (2007)**

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

Union: **Lake Placid Water Department Unit, International Brotherhood of Teamsters (IBT)**

Local: **687**

Effective Date: **08/01/07**

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BCF | 9701

07-10
Water

AGREEMENT

by and between

THE VILLAGE OF LAKE PLACID

2693 Main Street
Lake Placid, New York 12946

and

TEAMSTERS LOCAL 687

On behalf of Village of Lake Placid Water Department unit members

14 Elm Street
Potsdam, New York 13676

EFFECTIVE: August 1, 2007

EXPIRATION: July 31, 2010

RECEIVED

JUL 15 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

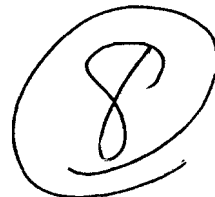


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DEFINITIONS

1. "APPROPRIATE LEGISLATIVE BODY" shall mean the Lake Placid Village Board of Trustees
2. "DAYS" shall mean calendar days unless otherwise specified in the Agreement
3. "EMPLOYEE(S)" shall mean full-time employees in the recognized bargaining unit.
4. "EMPLOYER" shall mean the Village of Lake Placid.
5. "IMMEDIATE FAMILY" shall mean parents, grandparents, current spouse, children, brothers and sisters, mother-in-law, father-in-law, and those legally established relationships generally called "step" who have been raised in the family home.
6. "LONGEVITY" shall mean consecutive years of service with the Village of Lake Placid.
7. "MAYOR" shall mean the Mayor of the Village of Lake Placid who shall, for Taylor Law purposes, be considered the chief executive officer for the Village.
8. "PARTIES" shall mean the Village and the "Union" as defined herein.
9. "PAYROLL PERIOD" shall mean the period from Monday through the second Sunday following.
10. "PERB" shall mean the Public Employment Relations Board.
12. "STRIKE" shall mean any strike or concerted stoppage of work or slowdown by employees in the Water Department.
13. "UNION" shall mean the Teamsters Local 687.
14. "WORKDAY" shall mean eight (8) hours of work in any one-day.
15. "WORKWEEK" shall mean forty (40) hours, Monday through Friday.

ARTICLE 1: RECOGNITION

The Village of Lake Placid (Village) located at 2693 Main St., Lake Placid, New York (hereinafter the "Village"), recognizes the Teamsters Local Union 687, 14 Elm Street, Potsdam, New York 13676, affiliated with the International Brotherhood of Teamsters, (hereinafter the "Union") as the bargaining representative for the following full-time positions in the Water Department: Assistant Water Superintendent, Water Treatment Plant Operator, Working Foreman, Water Treatment Maintenance and Laborer.

ARTICLE 2: NO STRIKE

Section 1. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement. The Union will not engage in, encourage, sanction or suggest strikes, slow-downs, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with the normal work performance.

Section 2. The Village shall have the right to discipline any employee encouraging, suggesting, fomenting at and/or participating in a strike, slow-down or to other such interference.

ARTICLE 3: NEGOTIATION PROCEDURES

Section 1. The Collective Bargaining Agreement (Agreement) is between the Village and the Union.

Section 2. In the event the Union or the Village desires to negotiate a successor Agreement, the moving party shall notify the other in writing, of its desire not later than March 15 of the last year of the Agreement. Once the notice is issued, the parties will make a good faith effort to begin said negotiations not later than April 15, if possible.

ARTICLE 4: DUES/DEDUCTIONS

Section 1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining Teamsters Local Union 687, without fear of coercion, reprisal or penalty from the Union or the Village.

Section 2. The Village shall deduct from the wages of the employees and remit to Teamsters Local Union 687, regular monthly membership dues for its employees who are members of Teamster Local Union 687 and who have signed an authorization in a form acceptable to the Village permitting such payroll deductions. All changes in the dues deduction amounts shall be made by Teamsters Local Union 687 by written notification to the Village Clerk at least ten (10) days prior to the effective date of the change.

Section 3. Effective thirty (30) days after approval of this Agreement, the Teamsters

Local 687 shall, pursuant to Section 208 of the Civil Service Law, be entitled to have deducted from the wages of non-union members the amount equivalent to dues levied by Teamsters Local Union 687 and the Village shall make such deductions and transmit the sum so deducted to the Teamsters Local Union 687 monthly in accordance with Section 208 of the Civil Service Law provided that this Section shall only be applicable where the Union has established and maintained a procedure providing for the refund to any agency fee payer demanding the return of any part of an agency fee deduction which represents the employee's pro rata share of expenditures by the Union in aid or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Section 4. The Union hereby agrees to indemnify the Village and hold it harmless from all claims, costs, fees or charges of any kind which may arise out of compliance with this ARTICLE involving dues or agency fee deductions and the transmitting of such deducted monies to the Union in accordance with the provisions of this Article.

ARTICLE 5: WAGES

Section 1. On August 1, 2007, each member of the bargaining unit shall receive a \$.54 increase in his/her hourly rate. This shall be repeated on the two successive years of the contract. The Wage Grade Plan is attached herewith as Appendix "A" which includes a Cost of Living adjustment of 3% for each year of the contract.

Section 2. The following longevity plan is established for eligible employees and will be paid in October of each contract year:

- a) After completion of five (5) years of service: \$300.00
- b) After completion of ten (10) years of service: \$400.00
- c) After completion of fifteen (15) years of service: \$500
- d) After completion of twenty (20) years of service: \$600
- e) After completion of twenty-five (25) years of service: \$700

Section 3: Overtime

Employees may be required to work more than eight (8) consecutive hours in one day. An hourly employee who works in excess of eight (8) consecutive hours in any one day shall receive one and one-half (1 1/2) times the applicable base hourly rate for the excess of eight (8) consecutive hours in any one day. The Water Department Head shall approve the necessity for overtime work in advance, except in emergencies, before any credit for overtime work shall be allowed.

Section 4: Call-outs

- a) When an employee is called out or ordered out to work in an emergency other than during normal work hours, said employee shall be paid three (3) hours at regular straight time rate as a minimum. An exception to this rule will be if an employee is called out within (2) hours before the scheduled work-day begins, he/she will be paid a minimum of (2) hours at the regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time, overtime, Sunday or Holiday rate as the case may be.
- b) When an employee is called out for emergency work, his/her time will start when the call is received provided said employee resides within a 15 mile radius of the Village.

ARTICLE 6: HEALTH INSURANCE

Section 1. The Village will contribute 80% of the premium cost of health insurance to the New York State Teamsters Council Health and Hospital Fund for active employees who will pay 20% of the premium cost. The agreed upon the rates for the term of this Labor Agreement at 80% are as follows:

Effective 7/1/07-	Single -	\$82.76/wk (80%)
	2 Person -	\$156.44/wk (80%)
	Family -	\$211.64/wk (80%)
Effective 1/1/08 -	Single -	\$93.24/wk (80%)
	2 Person -	\$177.16/wk (80%)
	Family -	\$240.12/wk (80%)
Effective 1/1/09	Single -	\$105.28/wk
	2 Person -	\$200.96/wk
	Family -	\$272.80/WK

Section 2. Retiree Coverage

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

premium cost for such coverage.

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

- 1) Have ten (10) consecutive years of service with the Village.
- 2) Be eligible for and activate his/her retirement benefits provided by the New York State Retirement system upon retiring from the Village.
- 3) Not have health insurance through any other source except Medicare.
- 4) Not be eligible for coverage through a spouse or domestic partner.

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

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

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

- 3) Upon reaching age 65, the retiree's primary coverage shall be Medicare with the Village's plan secondary .
- 4) Except for those covered by collective bargaining agreements, employees eligible for this benefit may use up to one hundred eighty (180) days of accumulated sick leave to pay for health insurance.
- 5) If the employee chooses a plan other than the plan approved by the Village for the majority of its employees, the percentage application for those eligible for coverage upon retirement shall not exceed the dollar amount that would be applicable under the Village's plan.

ARTICLE 7: SICK LEAVE

Section 1. Absence from duty by reason of personal sickness or disability shall be allowed as provided in this section. Absence from duty for such reasons shall be considered and known as "sick leave". Only full-time employees who have completed six (6) consecutive months of service are eligible to accrue sick leave.

Section 2. The following regulations shall govern such absence from duty:

- a) An employee may be absent from duty due to sickness or disability. Any sick leave should be reported to the Water Superintendent as soon as possible before the shift starts.
- b) No employee is entitled to leave his/her position due to illness or any other reason without first reporting to his/her supervisor and receiving approval.
- c) No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as herein provided.
- d) When an employee is absent from work because of sickness or disability, the Water Superintendent may require a physician's certificate or other acceptable medical evidence for any absence. In such cases, the Village may require a medical exam to be paid by the Village. The Village reserves the right to have the employee examined by a physician of the Village's choice.

Section 3. Full-time employees are entitled to sick time and shall earn said sick time at the rate of ten (10) hours per month allocated at the end of each full month of service to a maximum of one hundred eighty (180) days. Full-time employees may use their accrued sick time for sick leave in accordance with the provisions of this Section.

Section 4. Employees with 120 or more sick days on the books shall be allowed to elect to take up to five (5) scheduled days off at full pay 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 5. Employees eligible for health insurance coverage for Retirees, may use up to one hundred eighty (180) days of accumulated sick leave at his/her current rate at the time of retirement to pay premium costs for health insurance.

Section 6. Sick Leave Donations

- a) Sick Leave Donation - Employees may donate sick leave accruals within the following guidelines:
 - (i) Employees receiving accruals must have exhausted all accruals due to a catastrophic incident or illness involving themselves or an immediate

family member.

(ii) The donation of sick leave accruals is strictly voluntary.

(iii) Donations shall remain confidential if so requested by the donor.

(iv) Donations shall be in full day increments.

(v) Ordinarily, donations shall be up to five (5) days; however, additional donations may be offered on an as needed basis or when an employee has reached his/her maximum accrual.

(vi) Donations shall be processed through the Water Superintendent. The Water Superintendent shall process the donation to the Village Clerk.

(vii) 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 Water Superintendent shall be so notified by the Village and s/he shall notify the involved donor of the returned accruals.

ARTICLE 8: VACATION

Section 1. Upon approval of the Water Superintendent, employees may take vacation in accordance with the following:

- a) Ordinarily the employee will notify the Water Superintendent at least two weeks in advance if the employee plans to take more than four (4) consecutive days of vacation at any one time. For less than four days, the employee should provide at least seven days advance notice. Exceptions to the time requirements may be made for reasonable cause.
- b) All vacation requests require advance approval from the Water Superintendent.

Section 2. Employees shall be entitled to the following based on the employee's employment anniversary date.

- a) 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	11 days vacation
8 years	13 days vacation
12 years	17 days vacation

15 years 20 days vacation
25 years 25 days vacation

b) The times during which vacation may be taken in any calendar year shall be scheduled by the Water Superintendent, preferential treatment being afforded by seniority when two employees request time off for the same time period.

c) Vacation time should be used within one (1) year from the date of its accrual except for unusual circumstances and then only with the approval of the Water Superintendent may vacation time be carried over from one year to the next.

ARTICLE 9: BEREAVEMENT LEAVE

Each employee shall be entitled to three (3) bereavement leave days at or near the time of death of a member of his/her immediate family as defined under the DEFINITIONS Section of this Agreement. If a death occurs during work time, upon notice to the Water Superintendent, the employee may leave work for the remainder of the day without any loss of leave time. Any time taken under this provision must be directly related to the death.

ARTICLE 10: PERSONAL LEAVE

Employees shall be granted three (3) days of personal leave after one (1) year of continuous service, up to five (5) years. After five (5) years of continuous service, five (5) days personal leave will be granted. Use of personal leave shall be for conducting personal matters that could not otherwise be conducted outside the normal work hours. Examples of proper use would be for important family matters, dental appointments, annual physical, personal legal matters and other personal business matters. Request for personal time should be made as soon as the employee becomes aware of the need and at least forty-eight (48) hours in advance, except in the case of emergencies. The Water Superintendent will make every reasonable effort to grant said requests when made in compliance with the terms set forth herein.

ARTICLE 11: PAID HOLIDAYS

Section 1. Employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.	Columbus Day
President's Day	Veteran's Day
Good Friday (1/2 day)	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Two Floating Holidays

Section 2. Employees who are directed to work on any of the above holidays shall be provided compensatory time for the holiday, plus pay at time and one-half for all hours worked on the holiday.

Section 3. If a holiday(s) falls within a full-time employee's vacation period, the vacation period of such employee shall be extended by the holiday(s) that fall within such vacation.

Section 4. When a holiday falls on a Saturday, full-time employees shall be given Friday off. When a holiday falls on a Sunday, full-time employees shall be given Monday off

ARTICLE 12: UNIFORM /BOOT ALLOWANCE

Up to \$500.00 per year is available for each employee to purchase appropriate clothing and/or boots at the International Border Company (IBC) located in Malone, New York. An account will be set up with IBC whereby the Village will be billed by IBC for appropriate purchases in accordance with the terms set herein.

ARTICLE 13: WORK SCHEDULES

Section 1. Work schedules are set by the Water Superintendent and may vary.

Section 2. The normal workweek for regular full-time employees is forty (40) hours per week.

Section 3.

ARTICLE 14: ATTENDANCE AND PUNCTUALITY

Section 1. To maintain a safe and productive work environment, employees are expected to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Village. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify the appropriate Water Superintendent before the start of their shift or as soon as possible in advance of the anticipated tardiness or absence.

Section 2. Poor attendance and excessive tardiness are disruptive and should be avoided.

ARTICLE 15: STANDARDS OF CONDUCT

Section 1. To ensure orderly operations and provide the best possible work environment, the Village expects employees to follow rules of conduct that will protect the interests and safety of all employees, all residents, and the general public.

Section 2. It is difficult to list all the forms of conduct that are considered unacceptable in the workplace. The following are some examples of infractions of rules of conduct that

may result in disciplinary action, up to and including termination of employment and in no way should be considered as all inclusive:

- a) Insubordination to a supervisor regarding Village work-related responsibilities;
- b) Theft or inappropriate removal or possession of Village property;
- c) Falsification of time-keeping records;
- d) Working under the influence of alcohol or illegal drugs;
- e) Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while operating Village-owned vehicles or equipment;
- f) Fighting or threatening violence in the workplace;
- g) Boisterous or disruptive activity in the workplace;
- h) Negligence or improper conduct leading to damage of Village-owned or resident-owned property;
- i) Unauthorized absence/neglect of duty;
- j) Unauthorized and/or improper use of Village property (i.e. motor equipment, telephones, computers, mail system, facsimile, etc.);
- k) Disrespectful conduct to other employees and/or the general public;
- l) Sexual or other unlawful or unwelcome harassment;
- m) Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
- n) Excessive absenteeism or any absence without proper notice and approval;
- o) Violation of these and/ or departmental personnel policies;
- p) Unsatisfactory performance or conduct;
- q) Withholding vital information from the Village pertaining to Village business;
- r) Disregard or violation of safety or health rules;
- s) Smoking in prohibited areas;

- t) Violation of applicable drug and alcohol policies;
- u) Failure to follow or otherwise comply with directives from an authorized supervisor;
- v) Gambling while on duty;
- w) Leaving work without permission while on duty;
- x) Extending lunch or break time without permission;
- y) Use of Village equipment for personal reasons;
- z) Arriving late for work and/or leaving early from work.

ARTICLE 16: DISCIPLINE

Section 1. The Village agrees to apply progressive discipline where appropriate whereby the Village shall notify the employee with first (1st) a verbal warning and then a written warning before any formal disciplinary action is taken. The Union shall be notified in writing when a written warning is issued. If an employee receives any form of discipline in writing, the Village will specify in the offense allegedly committed, setting forth the reason(s) for its actions. A copy of such written notice will be provided to the Union.

Section 2. The parties also acknowledge that certain acts/behavior of employee(s) require(s) immediate action by the Village and the progressive discipline procedure need not to be followed in such circumstances.

Section 3. Except for probationary employees, no employee shall be disciplined, suspended or discharged without just cause.

ARTICLE 17: PERSONNEL FILES

Section 1. The Village maintains personnel files on employees in order to document their employment history. The Village Clerk's office shall maintain a personnel file on each employee.

Section 2. Personnel files are the property of the Village and access to the information they contain is restricted. Only persons who have been properly authorized by the Village or by the employee to review information in a file are allowed to do so. Access to personnel files by appropriate parties shall be requested through the Village Clerk. The Mayor and Village Clerk shall have unlimited access to personnel files. The Water Superintendent may have access to files for employees under his/her supervision. Commissioners may have access to employee files for the departments assigned.

Section 3. Employees who wish to review their own file should contact the Village Clerk

in writing twenty-four (24) hours in advance. With appropriate advance notice, employees may review their own personnel files, except for references, in the presence of the Village Clerk.

Section 4. The Water Superintendent may also maintain a secure file not accessible to other employees on each employee in the department that contains information necessary to manage and perform supervisory functions. These files shall contain documentation regarding records of training, documentation of performance appraisals, disciplinary records, and other material pertaining to the employee's performance record. Copies of these files should also be provided to the Village Clerk. Only persons who have been properly authorized by the Village or by the employee to review information in a file are allowed to do so.

Section 5. Before any derogatory material is placed in an employee's file, the employee must first be provided with a copy of said material. The employee shall have the right to include a written response that may be attached to said derogatory material.

ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY

The Village shall assure fair treatment of applicants and employees without regard to race, color, national origin, sex, age, creed, religion, physical or mental handicap, or other factors, which cannot be lawfully used as a basis for personnel decisions.

ARTICLE 19: NEW YORK STATE CIVIL SERVICE LAW

The New York State Civil Service Law covers the Village. Under the Civil Service Law, the Essex County Personnel Office handles the administration of regulations concerning "classified" service, which includes (1) competitive class, (2) non-competitive class, (3) labor class and (4) exempt employees.

Section 3. The Village subscribes fully to all applicable federal and state legislation and regulations (including the Civil Rights Act of 1964 and 1991, as amended and New York State Human Rights Law) regarding discrimination. The Village does not discriminate against employees on the basis of race, color, gender, religion, age, disability, marital status, or national or ethnic origin in employment. The exclusive remedy for any claims arising out of alleged employment discrimination shall be the contract grievance procedure.

ARTICLE 20: EMPLOYEE RELATIONSHIPS

In the event two Village employees are married or live in a similar legally recognized relationship i.e. Significant Other or Domestic Partner (Per New York State Civil Service Department description of such relationship), such employees shall not be employed in a manner that causes one to report to, supervise, or manage the other. In such a happening, the Village will offer a reassignment opportunity within the very near future, and such employee may accept or decline such assignment. If the person declines, the Village

retains all of its rights, responsibilities and authority to place the declining employee into an alternate assignment that is of reasonable terms (with no loss in compensation).

ARTICLE 21: MANAGEMENT RIGHTS

The Village hereby retains and reserves all rights, power, authority, duty and responsibility conferred by Law and the Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies, as are deemed necessary will, as they apply to staff represented by this Association, be limited only by the specific and express terms of this Agreement and the provisions of the Taylor Law.

ARTICLE 22: WAIVER OR MODIFICATION

This Agreement constitutes the entire agreement between the parties and no waiver or modification shall be effective unless signed by the parties hereto.

ARTICLE 23: 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 addition thereto shall not be afforded.

Section 2. If a termination 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 the 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 Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 24: NON-DISCRIMINATION IN EMPLOYMENT

The Village subscribes fully to all applicable federal and state legislation and regulations (including the Civil Rights Act of 1964 and 1991, as amended and New York State Human Rights Law) regarding discrimination. The Village does not discriminate against employees on the basis of race, color, gender, religion, age, disability, marital status, or national or ethnic origin in employment. The exclusive remedy for any claims arising out of alleged employment discrimination shall be the contract grievance procedure.

ARTICLE 25: GRIEVANCES AND ARBITRATION

Section 1. For the purpose of this agreement, a grievance shall be defined an alleged violation of an Article or provision contained in this Agreement. If a claimed violation affects more than one employee, the Union may institute a grievance as a class action at Step 2 of this procedure. Should the Union or an employee fail to file or appeal a grievance in accordance with the timeliness set forth herein, then the grievance will be deemed to have been waived.

Section 2. Other than during an employee's probationary term, the Union shall have the right to file a grievance on behalf of a member of the bargaining unit.

Section 3. This procedure shall be the sole and exclusive procedure for resolving any and all grievances including grievances arising from disciplinary action either proposed or already taken by the Village. Accordingly, any and all rights otherwise provided under Section 75 of the Civil Service Law are hereby waived for all members of the bargaining unit.

STEP 1 - The grievance may be presented orally by the aggrieved employee to his/her immediate supervisor within fifteen (15) days after the Union or the employee knew or should have known of the conditions upon which the grievance is based. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance within ten (10) working days, the employee or the Union shall have ten (10) days to appeal the grievance to STEP 2.

STEP 2 – Except as otherwise provided under 2 above, the Union may submit the grievance to the Village Board, who within ten (10) working days after they receive the written notice of grievance will convene a meeting between the aggrieved employee and a representative(s) of the Village for purposes of resolving the grievance. If the grievance is not resolved at said meeting, then the Village will render its decision in writing within ten (10) days of the meeting. If the decision of the Village is not accepted by the Union, then the Union may appeal; to arbitration provided said appeal is made within fifteen (15) days of the Village's decision.

Section 4 - Failure to give an answer within the specified time limits set out above, shall be deemed as a denial of the grievance.

ARBITRATION PROCEDURE

Step 1. In the event that a grievance is unresolved after being processed through the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than fifteen (15) calendar days after the second step procedures are complete, or fifteen (15) calendar days after the time limits required by the steps in the grievance procedure have run out, the Union may submit the grievance to arbitration by notifying the

Village of its intention to do so. Only the Union may appeal a grievance to arbitration.

Step 2. Arbitrations under this Section shall be heard by one of the arbitrators set forth below, who shall serve in rotation in the order named and according to the procedure described below:

Gordon Mayo, East Greenbush, New York 518-477-4025

Harvey Randall, Latham, New York 518-785-6314

Ron Kowalski, Skaneateles, New York 315-685-7950

Step 3. When a demand for arbitration has been filed with the Village, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. If the arbitrator is unable to schedule a date for hearing within sixty (60) days of his/her selection, the parties shall contact the next arbitrator on the list and shall continue to do so until they reach the first arbitrator who is able to schedule a hearing within sixty (60) days of his/her appointment. That person shall serve as arbitrator and shall have full power to hear and determine the matter as provided in this Agreement.

Step 4. The selected arbitrator will hear the matter promptly and issue his recommendation not later than thirty (30) calendar days from the close of the hearing.

Step 5. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other side. A transcript may be made at the request of either of the parties and if the other party wishes a copy, it will be made available provided that party agrees to pay ½ the cost.

ARTICLE 26: DURATION/EXECUTION

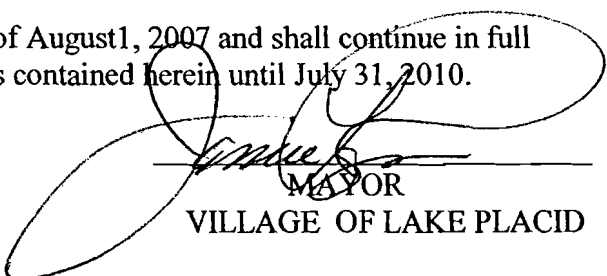
Section 1. This Agreement constitutes the entire agreement between the parties and no waiver or modification shall be effective unless signed by the parties hereto.

Section 2. THIS AGREEMENT WAS NEGOTIATED BY THE VILLAGE USING A TOTAL COMPENSATION APPROACH BASED ON AFFORDABILITY DERIVED FROM A MULTI-YEAR BUDGET PLAN.

Section 3. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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 4. This Agreement is effective as of August 1, 2007 and shall continue in full force and effect, subject to other provisions contained herein until July 31, 2010.


TEAMSTERS LOCAL 687


MAYOR
VILLAGE OF LAKE PLACID

DATE


LOCAL UNIT STEWARD

DATE

8-7-07

DATE

APPENDIX "A" GRADE PLAN BY CONTRACT YEAR – AUGUST 1 – JULY 31

**Grade Plan
2007-2008**

<u>Grade 1 \$9.11/hr - 11.83/hr</u> No License Laborer I	up to 5 pts
<u>Grade 2 \$10.01/hr -13.01/hr</u> No License + at least 2 yrs exp. Laborer II	6-8 pts
<u>Grade 3 \$11.01/hr - 14.32/hr</u> D License Laborer III	9-11 pts
<u>Grade 4 \$12.11/hr - 15.75/hr</u> D License Water Maint.Pers. 1 Laborer IV Wood, Brandon Hathaway, Suzanne & LaHart	12-13 pts
<u>Grade 5 \$13.33/hr - \$17.32/hr</u> D License Water Maint Pers. II Manning*	14-15 pts
<u>Grade 6 \$15.10/hr – 19.06/hr</u> D License Water Treat. Plant Operator I, Working Foreman I Bickford*	16-17 pts
Grade 7 \$16.12/hr - \$20.96/hr	118-119 pts

APPENDIX "A" GRADE PLAN BY CONTRACT YEAR – AUGUST 1 – JULY 31

**Grade Plan
2008-2009**

<u>Grade 1 \$9.38/hr – 12.18/hr</u> No License Laborer I	up to 5 pts
<u>Grade 2 \$10.31/hr –13.01/hr</u> No License + at least 2 yrs exp. Laborer II	6-8 pts
<u>Grade 3 \$11.34/hr – 14.32/hr</u> D License Laborer III	9-11 pts
<u>Grade 4 \$12.47/hr – 16.22/hr</u> D License Water Maint.Pers. 1 Laborer IV Wood, Brandon Hathaway, Suzanne & LaHart	12-13 pts
<u>Grade 5 \$13.73/hr - \$17.84/hr</u> Water Maint Pers. II Manning*	14-15 pts
<u>Grade 6 \$15.55/hr – 19.63/hr</u> D License Water Treat. Plant Operator I, Working Foreman I Bickford*	16-17 pts

**Grade 7 \$16.60/hr -
\$21.59/hr**
11 B + 11 A + D
licenses
Working Foreman,
Asst. Water Treat.
Supt I Morford*
Water
Maint. Pers. IV

~~118-119~~
pts

**Grade 8 \$18.27/hr -
23.75/hr**
11 B + D; or 11 A +
D Licenses
Water Treatment
Plant Operator II
Asst Water
Treatment Supt III

~~20-21~~
pts

**Grade 9 \$20.10/hr -
26.12/hr**
11 A, 1 A License
Water Treatment
Plant Operator III
Holzer

~~22-23~~
~~22-23~~
pts

**Grade 10 \$22.09/hr
- 28.73/hr**

~~24-25~~
~~24-25~~
pts
pts

Water Treatment
Plant Operator IV

NOTE: Max in range
Is 30% greater than
minimum; each
grade's starting rate
Is 10% above that of
the previous grade.

* Grandfathered @
Grade until higher
License.

APPENDIX "A" GRADE PLAN BY CONTRACT YEAR – AUGUST 1 – JULY 31

**Grade Plan
2009-2010**

<u>Grade 1 \$9.66/hr – 12.55/hr</u> No License Laborer I	up to 5 pts
<u>Grade 2 \$10.62/hr –13.40/hr</u> No License + at least 2 yrs exp. Laborer II	6-8 pts
<u>Grade 3 \$11.68/hr –14.75/hr</u> D License Laborer III	9-11 pts
<u>Grade 4 \$12.84/hr – 16.71hr</u> D License Water Maint.Pers. 1 Laborer IV Wood, Brandon Hathaway*, Suzanne & LaHart	12-13 pts
<u>Grade 5 \$14.14/hr - \$18.37/hr</u> D License Water Maint Pers. II Manning*	14-15 pts
<u>Grade 6 \$16.02/hr – 20.22/hr</u> D License Water Treat. Plant Operator I, Working Foreman I Bickford*	16-17 pts

**Grade 7 \$17.10/hr -
\$22.24/hr**
11 B + 11 A + D
licenses
Working Foreman,
Supt I Morford*
Water Maint. Pers.
IV

~~118-119~~
pts

**Grade 8 \$18.82/hr -
24.46/hr**
11 B + D; or 11 A +
D Licenses
Water Treatment
Plant Operator II
Asst Water
Treatment Supt III

~~20-21~~
pts

**Grade 9 \$20.70/hr -
26.90/hr**
11 A, 1 A License
Water Treatment
Plant Operator III
Holzer

~~22-23~~
pts

**Grade 10 \$22.75/hr
- 29.59/hr**

24-25
~~24~~pts
pts

Water Treatment
Plant Operator IV

NOTE: Max in range
is approx. 30%
greater than
minimum; each
grade's starting rate
is approx. 10% above
that of the previous
grade.

* Grandfathered
@\$.54 increase for
each yr of contract.