



**Lake Placid Village, Inc.
Village Board Meeting Minutes
Monday, July 6, 2026**

Minutes of the Lake Placid Village Board of Trustees Regular Meeting held on the above date at 5:00 pm in the Board Room on the first floor of the Municipal Hall, 2693 Main Street, Lake Placid, NY and via videoconferencing.

Present:	Art Devlin	Mayor
	Jackie Kelly	Deputy Mayor
	Marc Galvin	Trustee
	Katie Brennan	Trustee
	Andrew Quinn	Trustee
	Anita A. Estling	Clerk
	Mindy Goddeau	Treasurer
	Janet Bliss	Attorney
Others:	Leslie Bishop	
	JT Wint	

Mayor Devlin opened the regular meeting at 5:00 pm and presided over the meeting starting with the Pledge of Allegiance.

Clerk Items

REGULAR BOARD MEETING MINUTES – JUNE 15, 2026

Resolution #125 - 2026

On motion by Trustee Kelly, seconded by Trustee Quinn the Board duly resolved as follows: -

To approve the minutes of the June 15, 2026, Regular Board Meeting as presented by the Village Clerk.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

PUBLIC HEARING AND SPECIAL BOARD MEETING MINUTES – JUNE 30, 2026

Resolution #126 - 2026

On motion by Trustee Kelly, seconded by Trustee Brennan, the Board duly resolved as follows:

To approve the minutes of the June 30, 2026, Public Hearing and Special Board Meeting as presented by the Village Clerk.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

TCC EXTENSION PURCHASE DECISION

Resolution #127 - 2026

On motion by Trustee Brennan, seconded by Trustee Quinn, the Board duly resolved as follows: -

To approve the Temporary Electric Superintendent's recommendation to purchase an extension of the Village's Historic Fixed Price TCCs for the coming one-year period as detailed in ATTACHMENT A.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

MOA WITH IBEW LOCAL UNION 1249

Resolution #128 - 2026

On motion by Trustee Galvin, seconded by Trustee Brennan, the Board duly resolved as follows:

To approve the Memorandum of Agreement with IBEW Local Union 1249, as seen in ATTACHMENT B.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

WORKING AGREEMENT WITH IBEW, 2026 - 2029

Resolution #129 - 2026

On motion by Trustee Kelly, seconded by Trustee Quinn, the Board duly resolved as follows:

To approve the Working Agreement with IBEW Local Union 1249 for 2026 - 2029, as seen in ATTACHMENT C.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

Lake Placid Village, Inc.
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LAKE PLACID SINFONIETTA AGREEMENT

Resolution #130 - 2026

On motion by Trustee Kelly, seconded by Trustee Brennan, the Board duly resolved as follows:-

To approve the signing of an agreement for services with Lake Placid Sinfonietta for the 2026 season and authorize a payment of \$5,000, in exchange for their proposed music presentations.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

A letter is to be sent with the agreement stating they need to demonstrate actively pursuing other funding options for the future.

ATI AGREEMENT

Resolution #131 - 2026

On motion by Trustee Kelly, seconded by Trustee Brennan, the Board duly resolved as follows:-

To approve signing a new agreement with ATI due to a change in fee for use of the app.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

POLICE OFFICER HIRE

Resolution #132 - 2026

On motion by Trustee Kelly, seconded by Trustee Quinn, the Board duly resolved as follows:-

To approve the hire of Makenzie Hayes as Police Officer, as recommended by Chief Dobson, re-instated to the department at a salary determined by the current union contract, at the same step as she was during her previous service, an ineligible for the sign on bonus.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

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PART-TIME REHIRE

Resolution #133 - 2026

On motion by Trustee Quinn, seconded by Trustee Kelly, the Board duly resolved as follows:-

To approve Greg Jacques to be hired as a part-time employee, post-retirement, as recommended by Superintendent Hathaway, at a rate of \$42.50 per hour, in accordance with any applicable retirement regulations.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

SAFETY METHODS TRAINING CONFERENCE, AUGUST 17 – 19, 2026, VERONA, NY

Resolution #134 - 2026

On motion by Trustee Quinn, seconded by Trustee Brennan, the Board duly resolved as follows:-

To approve Ryan Taylor, Will Landriault, Noah Tavares and Zachary Ford to attend the Inter-Utility Overhead Training Association Safety Methods Training Conference, August 17 – 19, 2026 in Verona, NY, with all associated costs paid for by the Village.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

ROTARY PEACE POLE

Resolution #135 - 2026

On motion by Trustee Kelly, seconded by Trustee Brennan, the Board duly resolved as follows:-

To approve installing the requested Rotary Peace Pole, near the kayak rack, pending a signed Maintenance Agreement with the Rotary Club.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

Lake Placid Village, Inc.
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Treasurer Items

WARRANT AFFIDAVIT #23 – 2025-26

Resolution #136 – 2026

On motion offered by Trustee Brennan, seconded by Trustee Quinn, the Board duly resolved as follows:-

To approve the payment of Warrant Affidavit #23 – 2025-26 as submitted by the Village Treasurer and reviewed by Trustee Kelly. The affidavit is included below:-

LAKE PLACID VILLAGE, INC.

2693 Main Street, Lake Placid, New York 12946
Phone: 518-523-9952, Fax: 518-523-1362
www.villageoflakeplacid.ny.gov

AFFIDAVIT #23 2025-2026

We, the undersigned, acting as a Board of Auditors to the Village of Lake Placid, NY
do approve that the Village Treasurer is authorized to issue checks as per the presented
and approved Warrant and is also authorized to make the following transfers as listed

Below based on the warrants approved at the Board Meeting on **July 6, 2026**

Checks and bank drafts for 06/16/2026-07/06/2026 for Fiscal Year 2025-2026:
Check #'s 68727-68798

<u>TOTAL WARRANT OF ITEMS PRESENTED</u>	\$	1,651,385.73
PLUS: UTILITY REFUND CKS =	\$	0.00
<u>TOTAL WARRANT AND REFUNDS</u>	\$	1,651,385.73

GENERAL (A1) FUND: A1-0001-0200	-\$	260,085.19
HUD REVOLVING LOAN (CM) 0001-0200	-\$	0.00
ELECTRIC (EE) FUND: EE-0001-0200	-\$	976,358.97
WATER (FX) FUND: FX-0001-0200	-\$	40,213.27
SEWER (G3) FUND: G3-0001-0200	-\$	370,897.30
CAPITAL (H8) FUND: H8-0001-0200	-\$	3,831.00
TRUST & AGENCY (TA): TA-0001-0200	-\$	0.00

Date: July 6, 2026

[Signature], Mayor
[Signature], Trustee
[Signature], Trustee
[Signature], Trustee
[Signature], Trustee
Audit Review by: [Signature], Board Member Date: 7/6/2026
Attest: [Signature], Village Clerk

Trustee Quinn, Trustee Kelly, Trustee Brennan and Trustee Galvin voted AYE

Lake Placid Village, Inc.
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WATER/SEWER RE-LEVY

Resolution #137 - 2026

On motion by Trustee Quinn, seconded by Trustee Galvin the Board unanimously duly resolved as follows: -

To approve the re-levy of overdue sewer bills as presented by the Treasurer on to the respective Village tax bills.

Trustee Quinn, Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

New Business

Trustee Kelly reported that due to the recent weather event, there are trees that are causing a potential hazard on the marina property next to the Village boat launch. Superintendent Hathaway would like to have the two trees taken down. Attorney Bliss recommended that the Village puts the property owner on notice that they have dangerous trees. Ideally Asplundh Tree Service can be asked to take the trees down while they are here working on other damages. Trustee Kelly will bring the conversation to the property owner.

Mayor Items

Mayor Devlin congratulated the Lake Placid Horse Shows on another successful show. He thanked the Parade Committee for the successful July 4th parade and fireworks.

Members of the public and the press were invited to speak.

ADJOURNMENT

With no further business to come before the Board, a motion to adjourn was made by Trustee Quinn, seconded by Trustee Kelly and the meeting was adjourned at 5:22 pm.

Respectfully submitted,



Anita A. Estling
Village Clerk

ART DEVLIN
Mayor
MayorDevlin@villageoflakeplacid.ny.gov

JACKIE KELLY
MARC GALVIN
KATIE BRENNAN
ANDREW QUINN
Trustees



JANETH. BLISS
Village Attorney
ANITA A. ESTLING
Village Clerk
LPCLerk@villageoflakeplacid.ny.gov
MINDY GODDEAU
Village Treasurer/CFO
Treasurer@villageoflakeplacid.ny.gov

LAKE PLACID VILLAGE, INC.

2693 MAIN STREET

LAKE PLACID, NEW YORK 12946

PHONE 518-523-2597

FAX 518-523-1362

July 5, 2026

Delivered by Email.

Manager, TCC Market Operations
New York Independent System Operator, Inc.
10 Krey Boulevard
Rensselaer, New York 12144

Re: Historic Fixed Price TCC Extension Purchase Decision for a Load Serving Entity Appointing an
ETA Agent for the One-Year Period of November 1, 2026, through October 31, 2027

Dear Sir or Madam:

Lake Placid Village, Inc ("LSE") is the holder of certain Historic Fixed Price TCCs ("HFPTCCs") that are eligible to be extended for one year at a time pursuant to Section 19.2.1.4 of Attachment M of the New York Independent System Operator, Inc. ("NYISO") Open Access Transmission Tariff ("OATT"). LSE hereby notifies the NYISO that LSE is electing the option noted below with respect to its right to extend such HFPTCCs for the one-year period at issue.

☐ **Option 1:** LSE elects to request a one-year extension of its eligible HFPTCCs as follows:

POI	POI Name	POW	POW Name	# of HFPTCCs Currently Held	# of HFPTCCs Eligible to be Extended	Extension Purchase Price (\$ per HFPTCC)	Required 25% Payment (\$ per HFPTCC)
23760	NIAGARA	61756	MHK VL	0	29	\$11,589.26	\$2,897.32
23598	FITZPATRICK	61756	MHK VL	0	11	\$13,862.14	\$3,465.54

LSE hereby further notifies the NYISO that it has appointed New York Power Authority ("LSE Appointee") to serve as LSE's ETA Agent for the HFPTCCs at issue. LSE acknowledges that, as ETA Agent, LSE Appointee shall be: (i) the Primary Holder of any HFPTCCs that LSE elects to extend for the one-year period at issue; and (ii) the principal obligor with respect to all rights and obligations under the ISO Tariffs relating to the HFPTCCs at issue. LSE requests that the NYISO make any required changes to its records to reflect LSE Appointee as the ETA Agent for the HFPTCCs at issue.

With regard to the requested HFPTCC extension specified above, LSE hereby makes the following certifications:

As of the date of this letter and throughout the one-year period of the requested extension, LSE expects to: (i) be legally obligated to serve the Load that it historically served under the associated Existing Transmission Agreement ("ETA") or a portion of that Load at least equal to the number of HFPTCCs that it elects to extend (subject to the rounding convention described in the OATT); and (ii) need the transmission capacity between the Point of Injection ("POI") and Point of Withdrawal ("POW") specified in the associated ETA to serve that Load.

LSE acknowledges that the NYISO: (i) is relying upon these certifications in connection with the requested HFPTCC extension; and (ii) may request that LSE submit additional information to verify the accuracy of LSE's certifications. LSE's eligibility to purchase the requested HFPTCC extension is limited to the ability to provide and, if necessary, verify the certifications stated above. LSE's requested HFPTCC extension may be subject to reduction by the NYISO pursuant to Section 19.2.1.4 of Attachment M of the OATT to the extent necessary to ensure that feasibility issues do not arise with respect to the requested extension.

☐ Option 2: LSE declines to purchase an extension of its eligible HFPTCCs for the one-year period at issue.

Subject to the requirements of Section 19.2.1.4 of Attachment M of the OATT, with respect to any eligible HFPTCCs for which LSE declines to purchase an extension for the one-year period at issue, LSE shall remain eligible to request to purchase extensions of such HFPTCCs for subsequent years. If LSE fails to timely submit any response to the NYISO regarding its decision to purchase, or decline to purchase, an extension of its eligible HFPTCCs for the one-year period at issue, such failure to respond will terminate LSE's eligibility to purchase extensions for such HFPTCCs for all subsequent years.

Capitalized terms used but not defined herein shall have the meaning assigned to them in the OATT. The undersigned hereby certifies that he or she is duly authorized to execute and submit this letter on behalf of LSE, as well as bind LSE by the HFPTCC extension purchase decision reflected herein.

Sincerely,

Art Devlin

Mayor

Memorandum of Agreement Between
I.B.E.W. Local Union 1249
And
Village of Lake Placid

1. **Cover Page**

- Change dates to reflect new contract term.

2. **Article 1 (Agreement)**

3. Change dates to reflect new contract term.

4. **Article 6 (No Discrimination)**

- Change was punctuation in the first sentence. Removed comma between "including and but" no other change to language.

5. **Article 10 (Productivity And Rest Periods) Section 1**

- Change was punctuation in the first sentence. Added comma between "agrees and consistent" no other change to language.

6. **Article 12 (Vacancies & Promotions) Section 2**

- Change "his" to "its". Language cleanup.

7. **Article 17 (Inclement Weather) Section 4**

- Additional language for Section 2. Added "Line Foreman, or Sr. Employee" after removing Assistant Superintendent. The Assistant Superintendent was removed from list of classifications.
- Section 4 in the second sentence added "but not limited to" to reflect these are not the only items the Village may be responsible for.

8. **Article 24 (Uniforms and Equipment)**

- Changed amount for FR clothing from \$950 to \$1500 in the first sentence.

9. **Article 25 (Health And Wellness) Section 3d**

- Section 3(a) changed buyout from \$2000 to \$5000.
- Section 3(b) changed buyout from \$4,500 to \$7000.
- Section 3(c) changed buyout from \$4,500 to \$7000.
- Section 3(d) changed "buy out" to "buyout".
- The Village and the Union will collectively explore the IBEW International's health plan "FMCP". If it is mutually beneficial and meets or exceeds the current plan

both parties agree to change plans. If it is determined to be more expensive or does not meet the current benefits received through the current Village health plan no action will be taken.

10. Article 26 (Retirement)

- Added language to Section 2 d) 1) ii “or become disabled due to a work-related incident”

11. Article 31 (Advancement Of Second & Third Class Lineman And Apprentices)
Section 1

- Section 1 changed in first paragraph from “advanced” to “be advanced”.
 Changed “Drivers” to “Driver’s” in paragraph starting 3rd Class Lineman (Step 3),
 and in the paragraph starting First Class Lineman (Step 6).

(B) Work Hours and Overtime Section 1

- Changed “be” to “are”.

12. Article 33 (Wages)

13. (A) Base Rates

The wage rates for each classification are as follows:

Each member shall receive a \$2/hr. increase in his/her hourly rate plus 4% effective on August 1, 2026, an additional \$1/hr. increase to his/her hourly rate plus 4% on August 1, 2027, and an additional 4% increase in his/her hourly rate on August 1, 2028.

Classification	EFFECTIVE DATES		
	26-27	27-28	28-29
Line Foreman	\$56.45	\$59.75	\$62.14
Chief Lineman	\$51.98	\$55.10	\$57.30
First Class Lineman (Step 6)	\$49.35	\$52.36	\$54.45
2 nd Class Lineman (Step 5)	\$45.62	\$48.48	\$50.42
2 nd Class Lineman (Step 4)	\$44.06	\$46.86	\$48.73
3 rd Class Lineman (Step 3)	\$41.94	\$44.66	\$46.45
3 rd Class Lineman (Step 2)	\$33.12	\$35.48	\$36.90

3 rd Class Lineman (Step 1)	\$26.52	\$28.62	\$29.76
Substation Tech A	\$46.36	\$49.25	\$51.22
Substation Tech B	\$43.59	\$46.37	\$48.22
Substation Tech C	\$41.37	\$44.06	\$45.82
Substation Tech D	\$38.53	\$41.11	\$42.75
Electric Meter Serviceman	\$45.87	\$48.74	\$50.69
Asst. Electric Meter Serviceman	\$38.53	\$41.11	\$42.75
Apprentice Asst. Electric Meter Service Maintainer	\$32.62	\$34.96	\$36.36
Meter Reader/Computer Operator?	\$42.69	\$45.44	\$47.26
Maintenance/Mechanic	\$33.00	\$35.36	\$36.77
Groundman	\$39.62	\$42.24	\$43.93
Apprentice Groundman (Class 1)	\$22.85	\$23.54	\$24.25
Computer Operator	\$36.20	\$38.69	\$40.24
Inventory Clerk	\$31.28	\$33.57	\$34.91

- ***NEW* (F) On-Call**

Section 1 When asked to be On-Call the employee will be paid ten (10) hours straight time pay for Monday through Friday, and ten (10) hours straight time pay for Saturday/Sunday. When On-Call is assigned to the employee it will begin from 12:00 AM on Monday to 11:59 PM Sunday. When the employee cannot fulfill their On-Call duty it may be given to another qualified employee. When a change of On-Call duty is made it must be immediately notified to the Superintendent or his designee.

14. Article 35 Signature Page

- Change dates as needed to reflect agreement date executed.

TAD.
7-1-26
[Signature]

[Signature]
7-1-26
[Signature]

[Signature]
7-1-26
[Signature]

WORKING AGREEMENT

BETWEEN

I.B.E.W. LOCAL UNION 1249

VILLAGE OF LAKE PLACID

08/01/2026 thru 7/31/2029

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DEFINITIONS

1. "APPROPRIATE LEGISLATIVE BODY" shall mean the Village of Lake Placid Board of Trustee.
2. "Union" shall mean Local 1249 of the International Brotherhood of Electrical Workers.
3. "Base rate" shall mean an employee's hourly rate of pay excluding any other remuneration such as longevity.
4. "Days" shall mean calendar days unless otherwise specified.
5. "Employee" shall mean a member of the bargaining unit.
6. "Employer" shall mean the Village of Lake Placid.
7. The immediate family includes spouse, child, sibling, parent, grandparent, parent-in-law, aunt or uncle, brother-in-law, and sister-in-law, stepchild, and domestic partner.
8. "Longevity" shall mean remuneration based on years of service and is not considered in determining the hourly base rate of pay for employees.
9. "Payroll Period" shall be considered the period from Monday through the second Sunday following.
10. "PERB" shall mean the Public Employment Relations Board.
11. "Strike" shall mean any strike or concerted stoppage of work or slowdown.
12. "Workday" shall mean eight (8) hours of work in any one day.

ARTICLE 1

AGREEMENT

This Agreement is made and entered into this **day of 2026**, and shall have become effective as of **August 1, 2026**, and will terminate at midnight on **July 31, 2029**, by and between:

THE VILLAGE OF LAKE PLACID,
Lake Placid, New York (hereinafter referred to as the "Village").

and

LOCAL UNION 1249
of the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Cicero, New York (hereinafter referred to as "Union").

It is the purpose of this Agreement to promote and maintain good relations and cooperation among the Village, the Union, and the employees represented by the Union. This Agreement is intended to set forth the terms and conditions of employment agreed to in collective bargaining and to set forth a procedure for adjusting grievances arising from the interpretation and application of the provisions of this agreement.

It is the desire of the Village, the Union, and the employees in the bargaining unit to cooperate in providing effective service to the customers of the Village.

ARTICLE 2

RECOGNITION

Section 1 The Lake Placid Village Board of Trustees hereby recognizes Local Union 1249 of the International Brotherhood of Electrical Workers as the sole and exclusive representative for the purposes of collective bargaining with respect to rate of pay, wages, hours, and other terms and conditions of employment.

Section 2 Included: All personnel employed by the Village of Lake Placid Municipal Electric Department below the position of Superintendent and the position of Assistant Superintendent, when and if it becomes vacant in the future, will be represented by the "Union". Also included are the office help located at the Town Hall employed by the Village of Lake Placid holding the positions of computer operator, typist, and tax collector.

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

ARTICLE 3

CHECK - OFF

Section 1 During the life of this Agreement, the Village agrees to deduct from the wages of each employee, in accordance with the express terms of a signed, voluntary authorization to do so, the appropriate Union dues on forms which are customarily used by the Union, the appropriate dues and initiation fees or service charge, if any. Dues collected shall be, remitted by the first day of the applicable month, together with a list of employees on whose behalf the deduction was made.

Section 2 The financial secretary of the Union shall certify in writing to the Employer the amount of monthly flat rate and percentage dues, and initiation fees, or service charge, if any, to be checked off under this article and the Employer may rely completely on this certification.

Section 3 The Union shall indemnify and save the Village harmless against any and all claims, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Village for the purpose of complying with this Article.

ARTICLE 4

STRIKES - LOCKOUTS

The Union agrees that it will not participate in nor condone a strike.

ARTICLE 5

STATUTORY PROVISIONS

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 6

NO DISCRIMINATION

The Village subscribes fully to all applicable federal and state legislation and regulations (including but not limited to the Civil Rights Act of 1964 and 1991, as amended and New York State Human Rights Law) regarding discrimination and equal employment opportunity. The Village does not discriminate against employees on the basis of race, color, gender, religion, age, disability, marital status, creed, sexual orientation, domestic violence victim status, arrest record, military status, familial status, predisposing genetic characteristics or national and/or ethnic origin in employment.

ARTICLE 7

UNION RIGHTS

Section 1 The Village agrees to permit representatives of the International Brotherhood of Electrical Workers and/or Local Union 1249 to enter the premises at such time for individual discussion of working conditions with employees provided it does not interfere with the performance of duties assigned to employees and further provided the Superintendent is notified in advance.

Section 2 The Village shall provide a bulletin board located on a wall in a conspicuous area, for the posting of information of interest to the employees. Examples of publications are: notice of union meetings, union elections, appointments, and results of union elections, notices of union recreational and social affairs, union safety bulletins, and news releases relating to employee's jobs or union.

ARTICLE 8

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 employees represented by the Union, be limited only by the specific and express terms of this Agreement and the provisions of the Taylor Law.

The Village may not implement rules, regulations or policies which concern mandatory subjects of negotiation without first negotiating with the Union.

ARTICLE 9

PROBATIONARY EMPLOYEES

Section 1 Each employee shall serve a probationary term as dictated by the "Rules for the Classified Civil Service of Essex County".

Section 2 The Union shall represent probationary employees.

ARTICLE 10

PRODUCTIVITY AND REST PERIODS

Section 1 The Union recognizes the importance of continued productivity improvements and agrees that consistent with the terms of this Agreement, it will cooperate with Village efforts to improve the efficiency, quality, and productivity of work performed by members of this bargaining unit.

Section 2 Each employee will be allowed a fifteen (15) minute rest period during each half of the daily shift.

Section 3 Breaks will be observed at a time and place that will minimize disruption to continuing operations.

Section 4 Effective July 31, 2014, the Village shall be permitted to implement a time management/time clock system for all employees.

ARTICLE 11

SENIORITY

Section 1 Seniority shall date from the date of first employment by the Village and shall govern:

- (a) Longevity
- (b) Layoffs
- (c) Transfers

Section 2 In the event of layoff or transfer full consideration will be given to:

- (a) Seniority
- (b) Fitness
- (c) Ability
- (d) Efficiency
- (e) Other recorded qualifications

Section 3 When the qualifications in Section 2 of this Article are reasonably equal, in regard to the employees who are being considered, seniority will be given preference.

ARTICLE 12

VACANCIES & PROMOTIONS

Section 1 When a non-competitive permanent job vacancy occurs, the Village will make an effort to fill the vacancy from within the present work force should there exist interested qualified candidates.

Section 2 When a competitive job vacancy occurs, the Village will give first consideration to fill the vacancy from its interested employees provided Civil Service requirements are followed.

Section 3 When the Village intends to fill a job vacancy within the bargaining unit, the Village will post a notice of such vacancy for a period of five (5) working days on the Union bulletin boards. The notice of vacancy shall state the job classification, rate of pay, and nature of the job requirements. An employee who applies for a posted position will notify the Village by certified mail.

Section 4 Employees may submit an application for the posted position prior to the end of the posting period. When two or more employees seek the same position Article 11; Section 2 will govern.

Section 5 When a promotion is filled from within, the promoted employee shall serve a twelve (12) week probationary period in the new job during which time the employee may elect to be removed from the position and return to his or her previous classification.

ARTICLE 13

LAYOFF & RECALL

Section 1 It is acknowledged that Civil Service Rules that govern layoff and recall, to the extent applicable, supersede the provisions of this Article.

Section 2 The employee with the least job classification seniority in the affected classification shall be laid off first.

Section 3 Such laid off employee shall have an opportunity to displace the least senior bargaining unit employee who occupies a job for which the laid off employee is qualified.

Section 4 When a recall occurs, the employee laid off last shall be rehired first.

ARTICLE 14

BEREAVEMENT LEAVE

Section 1 In the event of a death in the employee's immediate family, the employee will be compensated for scheduled time not worked at the regular straight time hourly rate of pay from the day of serious illness or death for a period of three (3) consecutive days if needed. Under extenuating circumstances, the Electric Department Superintendent or in the absence of the Electric Department Head, the Mayor and/or his/her designee may grant an additional two (2) days.

Section 2 The immediate family includes spouse, child, sibling, parent, grandparent, parent-in-law, aunt or uncle, brother-in-law, sister-in-law, stepchild, and domestic partner.

Section 3 The employee shall notify his department head, the Superintendent, or his designee as soon as possible of a need to take a leave pursuant to this Article.

ARTICLE 15

SICK LEAVE

Section 1 An employee shall be entitled to start to earn sick leave from his date of hire, except a probationary employee's sick leave will be calculated retroactively when he becomes permanent. Employees hired on or before August 1, 2012 shall accumulate sick leave as long as he is in the service of the Village at the rate of one and one-quarter (1.25) days per month up to a maximum of two hundred and forty (240) days. Employees hired after August 1, 2012 shall accrue sick leave at the rate of one (1) day per month up to a maximum of one hundred and eighty (180) days.

Section 2 An employee shall be permitted three (3) consecutive days bona fide sick leave before a doctor's certificate may be required unless the Village has cause to believe there is abuse of sick leave.

Section 3 If an employee is injured in the line of duty and receives compensation under the Workman'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.

Section 4 Sick time may be used for physical examinations by a doctor, and for dental and eye examinations and/or treatment if such examinations or treatment cannot be scheduled during non-working hours and for serious illnesses in the employee's immediate family necessitating the employee's presence.

Section 5 Any employee on leave of absence will retain accumulated sick leave. No sick leave may be credited during such absence. Any Employee on sick leave for more than ninety (90) consecutive calendar days shall no longer accrue sick leave until he/she returns to duty. Any employee on worker's compensation leave for more than one hundred eighty (180) consecutive calendar days shall no longer accrue sick leave until he/she returns to duty.

Section 6 An employee with sixty (60) or more accumulated sick leave days shall be allowed two and one half (2 1/2) workdays off with pay; after accumulating a total of one hundred and twenty (120) days, an additional two and one half (2 1/2) days will be granted; after an accumulation of one hundred and eighty (180) sick leave days, a total of seven and one half (7 1/2) days will be granted; with no loss of pay or sick leave days.

Section 7 Section 6 shall apply only to employees who have used five or less sick leave days in the preceding year; except should an employee miss work as a result of a job-related injury, he shall not be held to the five-day limitation.

Section 8 All sick days accumulated by all present employees under any previous agreements with the Village of Lake Placid shall be retained under this agreement.

Section 9 At the time of an employee's permanent retirement from employment, the employee will use accumulated sick leave to pay the employee's portion of the insurance plan in effect at the time of retirement. The total amount of compensation will be figured at the employee's hourly rate of pay at time of separation. This practice will continue until the accumulated sick leave runs out.

Section 10 Paid sick leave shall be considered as days worked except toward accumulation of sick leave.

ARTICLE 16

PERSONAL LEAVE

Section 1 Employees hired on or before August 1, 2012 shall be granted three (3) days personal leave after one (1) year for the first five years of service and five (5) days personal leave thereafter. Employees hired after August 1, 2012 shall be granted three (3) days personal leave after one (I) year of continuous service throughout their employment with the Village. The purpose of personal leave is to provide employees with paid time off for personal matters that could not otherwise be conducted outside the normal work hours.

Section 2 Lake Placid Electric Department employees will be allowed to accumulate up to eighty (80) hours "comp time," not to exceed eighty (80) hours at any given time within the contract year. All "comp time" shall be cashed out in the second payroll of July of each year. No carryover will be allowed.

ARTICLE 17

INCLEMENT WEATHER

Section 1 Employees shall not be required to perform line work during inclement or stormy weather except in the case of emergency.

Section 2 The Superintendent, Assistant Superintendent, Line Foreman, or Sr. Employee or their designee shall be the judge as to what constitutes inclement weather.

Section 3 It is understood that the employees will bring all work to a point where it will be reasonably safe.

Section 4 When work in inclement weather is required, all foul weather gear will be furnished by the Village. This will include but not limited to raincoats with hoods, rain pants, boots, and work gloves.

ARTICLE 18

VACATION

Section 1 All employees hired before August 1, 2017 shall receive an annual vacation entitlement that shall be determined by his/her seniority in accordance with the following schedule:

1-year continuous service	5 working days
2 years continuous service	10 working days
6 years continuous service	11 working days
7 years continuous service	12 working days
8 years continuous service	13 working days
9 years continuous service	14 working days
10 years continuous service	15 working days
11 years continuous service	16 working days
12 years continuous service	17 working days
13 years continuous service	18 working days
14 years continuous service	19 working days
15 years continuous service	20 working days
16 years continuous service	20-1/2 working days
17 years continuous service	21 working days
18 years continuous service	21-1/2 working days
19 years continuous service	22 working days
20 years continuous service	22-1/2 working days
21 years continuous service	23 working days
22 years continuous service	23-1/2 working days
23 years continuous service	24 working days
24 years continuous service	24-1/2 working days
25 years continuous service	25 working days

All employees hired on and after August 1, 2017 shall receive an annual vacation entitlement that shall be determined by his/her seniority in accordance with the following schedule:

1-year continuous service	5 working days
2 years continuous service	10 working days
8 years continuous service	13 working days
12 years continuous service	15 working days
15 years continuous service	17 working days
20 years continuous service	20 working days
25 years continuous service	25 working days

Section 2 If regular payday falls during an employee's vacation, the employee shall receive such paycheck in advance of the payday period prior to his/her leaving, provided he/she will be taking a minimum of one (1) week vacation.

Section 3 Upon separation from service with the Village, an employee shall be paid in cash payment of the monetary value of properly accumulated and unused vacation standing to the credit of the employee.

Section 4 Employees may carry over unused vacation benefits not to exceed two weeks from one vacation period to the next, upon approval of the Superintendent.

Section 5 When a holiday falls in an employee's vacation, he/she shall be entitled to one personal day in addition to those provided for in Article 16 of this Agreement.

Section 6 Vacation days shall be considered as days worked.

Section 7 An employee entitled to bereavement leave while on vacation shall not lose vacation time.

ARTICLE 19

JURY DUTY

Section 1 An employee called for and who performs jury duty will be compensated for the difference between payment for such duty and the payment he would have received for straight time hours he/she would have worked.

Section 2 Employees performing jury duty will be paid their full wages with the express understanding that compensation received for jury duty will, immediately upon receipt by such employee, be turned over to the Village, pursuant to this section.

ARTICLE 20

LEAVES OF ABSENCE

Section 1 The Village may grant leaves of absence without loss of seniority, not to exceed one year, after three months service with the Village. It is agreed that the employee shall be entitled to return to his employment in the same position following all leaves of absence.

Section 2 Any request for a leave of absence shall be submitted in writing by the employee to the Village Mayor through the department head. The request shall state the reason the leave of absence is being requested.

Section 3 Absence will be granted for the period of a disability as certified by a doctor.

ARTICLE 21

DISABLED EMPLOYEES

The Village shall comply with all federal, state, and local laws and regulations regarding the employment of disabled persons, including the American with Disabilities Act, as amended.

ARTICLE 22

MILITARY SERVICE TRAINING

The Village shall comply with all federal, state, and local laws and regulations regarding the employment of persons serving in the military.

ARTICLE 23

HOLIDAYS

Section 1 The following days shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Employee's Birthday
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2 All days proclaimed a holiday by the Mayor of Lake Placid will also be recognized as a holiday under this Agreement.

Section 3 Easter shall also be treated as a holiday. An employee required to work on Easter will be entitled to one personal day in addition to those provided for in Article 16 of this Agreement.

Section 4 Except for Easter, when any of the above holidays fall on a Sunday, the following day will be observed, and holidays that fall on Saturday will be observed on the preceding Friday.

Section 5 To be entitled to holiday pay the employee must actually work his or her scheduled workday immediately preceding the holiday or subsequent to the holiday.

Section 6 There will be one floating holiday for each employee per contract year and such floating holiday shall be credited to each employee on their Anniversary Date of each year.

ARTICLE 24

UNIFORMS AND EQUIPMENT

Section 1 The Village shall provide each employee with outside job responsibilities a yearly clothing allowance of \$1500.00 which shall be with a vendor mutually agreed upon by the parties. The clothing allowance shall be renewed every August 1st. Employees shall not be reimbursed for sales tax paid.

Section 2 When an employee is required to work on a job whereby clothing or other personal property is ruined due to no fault of his own, (such as transformer oil, acids, chemicals, paints, broken eyeglasses, etc.), he shall receive reasonable reimbursement for all articles ruined, or he shall receive comparable replacement. Clothing damage shall be substantiated by the Superintendent, Assistant Superintendent, or Foreman

Section 3 The Village shall provide all tools that it deems necessary to the performance of work including but not limited to: hand tools, line belts, safety straps, tool bags, work gloves, rubber gloves, and rubber glove protectors. All Village furnished tools will remain the property of the Village.

Section 4 No Village tools shall be used on any work not Village related that results in profit.

Section 5 No Village vehicles shall be used for anything other than Village business.

ARTICLE 25

HEALTH AND WELLNESS

Section 1 Effective January 1, 2021, the Village will only offer the Excellus Gold 6 High Deductible Health Plan (\$1600/\$3200 deductible) with prescription co-pays of \$5/\$35/\$70. The Village will contribute \$2,340 to an HSA for a person on the single plan and \$4,680 for a person with a two-person or family plan. The HSA contribution shall be pro-rated during the initial calendar year of employment.

All employees hired prior to May 1, 2015 will contribute twenty percent (20%) toward the applicable health insurance and dental insurance premium. All employees hired on or after May 1, 2015 shall contribute 22.5% toward a single health insurance and dental plan, 25% toward a two-person health insurance and dental plan, or 27.5% toward a family health insurance and dental plan.

Section 2 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) \$5,000 annually for those employees 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) \$7,000 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) \$7,000 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 buyout will be made in the first pay period in December of each year.
- e) Persons opting out of coverage for any portion of the year shall not receive any contribution to an HSA.
- f) An employee whose spouse is employed by the Village or receives health insurance as a retiree from the Village shall not be eligible for the health insurance buy-out.

Section 4 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.

Section 5 The City may replace the present health insurance plan with an alternative plan which is substantially equivalent to the present plan. Should the Union conclude that the alternative plan is not "substantially equivalent" to the present plan, it should be permitted to file a grievance pursuant to Article 34. Such a grievance shall be filed within ten (10) working days of the Unions receipt of notice from the Village that it intends to replace the present plan and it shall be commenced at Step Three of the grievance procedure.

ARTICLE 26

RETIREMENT

Section 1 The Village has adopted and maintained the New York State Non-contributory "25 Year Career Plan" provided for under the provisions of Section 75-g of the Retirement Law, and this plan will be continued in the same form as is presently in effect during the term of this agreement.

Section 2 Retiree Health Insurance

- a) Retirees may qualify for a 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 un-remarried 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, an employee retiring after July 31, 2014 and before July 31, 2017 must:
 - 1) Have twenty (20) 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; and
 - 3) Have coverage through a plan approved by the Village at the time of retirement and be eligible for continuation of said plan upon retirement.
- c) For employees who retire after July 31, 2014 and before July 31, 2017 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:

<u>Eligibility</u>	<u>Percentage of Full Benefit Level</u>
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) Employees eligible for this benefit may use up to one hundred eighty (180) days of accumulated sick leave to pay for health insurance.
- d) Persons retiring on or after July 31, 2017 shall be subject to the following language:
- 1) In order to be eligible for health insurance benefits upon retirement, an employee must meet all of the following criteria:
- Have at least 20 years of consecutive service with the Village;
 - Be at least 55 years of age or become disabled due to a work-related incident upon separation from the Village;
 - Be eligible for and activate his/her full retirement benefits from the New York State and Local Retirement System immediately upon separation from the Village;
 - Have coverage through a plan approved by the Village at the time of retirement and be eligible for continuation of said plan upon retirement.

- 2) Employees shall, throughout their retirement, contribute the same percentage toward their health insurance coverage during retirement as when last employed, including the contribution toward two-person and family coverage. Retirees shall be permitted to enroll in two-person and/or family coverage only if said retiree had such coverage at the time of his/her retirement and the Village will only provide such two person or family coverage for dependents that existed at the time of retirement. Retirees shall be permitted to move from family coverage to two-person coverage or individual coverage and from two-person coverage to individual coverage.
- 3) The Village shall be permitted to enroll eligible retirees in a Medicare supplemental health insurance program when the retiree reaches Medicare eligibility. Contributions to the HSA account for retirees shall be discontinued upon the retiree becoming eligible for Medicare and as otherwise required by law. Upon the death of an eligible retiree, his/her spouse may elect to continue coverage. Such spouse shall pay the full cost of the applicable coverage.
- 4) Upon an employee's retirement and subject to the eligibility requirements as set forth above, the employee may use up to 180 days of accumulated sick leave to pay for his/her portion of the health insurance premium.

ARTICLE 27

MUTUAL AID WORK

Section 1 Employees who, at the request of the Village are performing work on another utility's property for a reimbursable emergency due to storm damage, shall receive two (2) times their straight time rate from the Village for hours worked. Holiday pay and all other provisions and conditions provided by this agreement shall apply to such work. Travel to and from the emergency is considered work. When Employees are required to be away from their home overnight, the Village shall pay for adequate lodging and meals.

Section 2 For their protection, the Village of Lake Placid employees will use their own Village's personal protective equipment when working outside the franchise territory of the Village. This equipment will include hard hats, rubber gloves, rubber sleeves, rubber blankets, hoses, and hoods.

ARTICLE 28

DISCIPLINE

Section 1 The Village shall not discharge or suspend an employee covered by this Agreement without just cause. Probationary employees are not covered under this Article.

Section 2 An employee found to be under the influence of illegal drugs or alcohol may be disciplined in accordance with the Village Drug and Alcohol Policy. An employee found to have stolen Village property or property of a fellow employee is subject to immediate dismissal.

- a) Upon adoption by the Village, the Drug and Alcohol Policy dated September 27, 2016 shall apply to all bargaining unit members. The Union acknowledges that the Village may make minor revisions to the Drug and Alcohol Policy dated September 27, 2016 in the future. Any changes to Drug and Alcohol policy dated September 27, 2016 shall be reviewed and approved by the Union prior to taking effect.

Section 3 The employer may make rules not inconsistent with the terms of this agreement. However, the following procedure shall be followed:

- a) For minor offenses, an employee will not be subject to a disciplinary suspension or discharge unless the employee has had one (1) previous Warning Notice with a copy to the Unit Chairman. However, the arbitrator will have the authority to decide if the nature of the offense was such that one previous Warning Notice will not be required. Said decision will be made at Step 3 of this grievance procedure.
- b) The employee, if found guilty of an offense for the second time, may be suspended for five (5) days without pay.
- c) Should the offense happen again the employee is subject to dismissal.

Section 4 The following activities by employees, but not by way of limitation, are subject to discipline under Section 3 of this Article:

- a) Incompetence.
- b) Failure to comply with terms of this Agreement.
- c) Fighting while on duty.
- d) Conviction of a crime if it will reflect negatively on the Electric Department.

- e) Absent from work for a period of two days, outside the terms of this Agreement, or without the consent of the Village.
- f) Failure to produce a doctor's certificate as per the terms of this Agreement.
- g) Working on another job for economic gain while on sick leave from the Village.

Section 5 When an employee within the bargaining unit is disciplined, suspended, or discharged for cause, the Village will, when possible, in advance, notify the IBEW representative and the Unit Chairman.

ARTICLE 29

MISCELLANEOUS PROVISIONS

Section 1 Should the Village contract out work that is normally done by members, covered under this Agreement, there will be no reduction in the work force or reduction below forty (40) hours a week worked, during the time the contract is in force.

Section 2 When employing a contractor, the Village will make an effort to employ a contractor in harmonious relations with the trade.

Section 3 No employee shall maintain other employment while a "full-time employee" of the Village if such other employment adversely affects his job performance with the Village.

Section 4 The Village will cover the cost of one (1) CDL training course, one (1) permit, and one (1) road test for employees. Whenever an employee who has attended a CDL training course, the expense of which was borne by the Village, voluntarily terminates his employment with the Village within three years of the last day that such employee attended the CDL training course, such employee shall reimburse the Village for such training course on a pro rata basis. The reimbursement shall be calculated by dividing the cost of the CDL training course by 1095 and multiplying the result by the number of days between the date of termination and the date which is three years after the employee last attended training.

Section 5 The Village shall provide all employees hired before January 1, 2014 and maintaining and carrying a CDL A license a \$100.00 yearly stipend to be paid on or about August 1st of each year.

ARTICLE 30

SAFETY

Section 1 Members of the Labor-Management Safety Committee shall meet quarterly or when specifically called and shall make rules and requirements governing all matters pertaining to safety, training, education, and testing of equipment.

Section 2 Employees shall work under the New York State Lineman's Safety Training Fund "Accident Prevention Rules" or greater standards where required. The safety laws shall be in compliance with State and Federal safety laws.

Section 3 It is the Village's exclusive responsibility to ensure the safety of its employees. Employees are required to be in compliance with safety rules and standards.

ARTICLE 31

ADVANCEMENT OF SECOND & THIRD CLASS LINEMAN AND APPRENTICES

Section 1 All employees hired as a Lineman subsequent to January 1, 2014 will be advanced through the Wage Schedule as follows:

3rd Class Lineman (Step 1). A new employee will start as a 3rd Class Lineman (Step 1). The employee will assist only from the ground.

3rd Class Lineman (Step 2). Upon completion of six (6) months of service as a 3rd Class Lineman (Step 1) and approval of the Superintendent, the employee will advance to 3rd Class Lineman (Step 2). Such employee will work on voltages up to and including 600 volts under the supervision of a First-Class Lineman.

3rd Class Lineman (Step 3). Upon successful completion of the first year of lineman school, obtaining a Class B CDL Drivers License or making a reasonable effort to obtain such Class B CDL Driver's License as determined solely by the Superintendent, and the approval of the Superintendent, but in no event earlier than 18 months after the date of hire as a 3rd Class Lineman, the employee shall advance to 3rd Class lineman (Step 3). The employee will work on voltages up to and including 600 volts.

2nd Class Lineman (Step 4). Upon successful completion of the second year of lineman school, continued possession of a class B CDL Driver's License, and approval of the Superintendent, but in no event earlier than 30 months after the date of hire as a 3rd Class Lineman (Step 1), the employee will advance to 2nd Class Lineman (Step 4). He/she may work on live line voltages under the supervision of a First-Class Lineman.

2nd Class Lineman (Step 5). Upon successful completion of the third year of lineman school, continued possession of a class B Driver's License, and approval of the Superintendent, but in no event earlier than 42 months after the date of hire as a 3rd Class Lineman (Step 1), the employee will advance to 2nd Class Lineman (Step 5). He/she may work on live line voltages under the supervision of a First-Class Lineman.

First Class Lineman (Step 6). Upon successful graduation from Lineman School, obtaining a Class A CDL Driver's License or proof that the individual has made a valid attempt to obtain, and approval of the Superintendent, the employee will advance to 1st Class Lineman (Step 6).

Section 2 Future Lineman under this agreement will be trained through a nationally certified training program for the Outside Electric Industry. The Employer will be responsible for the cost of training to include wages, benefits, expenses, and training material.

Whenever an employee who has attended a certified training program, the expense of which was borne by the Village, voluntarily terminates his employment with the Village within five years of graduation from said certified training program and begins employment with any employer, including self-employment, in which the employee utilizes the credentials received as a result of having attended or graduated from a certified training program, such employee shall reimburse the Village for the cost of the certified training program on a pro rata basis. The reimbursement shall be calculated by dividing the cost of such certified training program by 1825 and multiplying the result by the number of days between the date of termination and the date which is five years after the employee graduated from the certified training program. For purposes of the section, the term "cost of certified training program" shall mean the tuition and other costs, including books and training materials, charged by the training program, the cost of hotels/motels or other lodging paid by the Village while the employee attended the training program, and the cost of meals paid by the Village while the employee attended the training program.

Section 3 New employees hired as Second- or Third-Class Lineman may be started at any Third-Class Lineman's step that the Village deems appropriate.

Section 4 Present employees with 2nd and 3rd Class Lineman classification shall remain in their present step as determined by Section 1 of this article until such time that he qualifies for advancement to the next step. He shall receive the Step 3 pay rate until he qualifies for Step 4 under the terms of this Article.

Section 5 New hire entry level position Apprentice to 3rd Class 1st Step. New hires will be in this position for the first six (6) months. At the end of that time, and with the consultation of the immediate supervisor and the approval of the Department Head, the new hire will move to 3rd Class Lineman, 1st Step.

Section 6 Apprentice Assistant Electric Meter Service Maintainer advancement to Assistant Electric Meter Service Maintainer. The applicant may remain in the apprentice position up to two (2) years. Advancement to Assistant Electric Meter Service Maintainer will depend on the applicant's ability to perform satisfactorily the duties required of the position and the immediate supervisor's recommendation to the Electric Department Superintendent. The final decision will be made by the Superintendent.

Section 7 Apprentice Groundman Wage Advancement and Advancement to Groundman. The applicant may remain in the Apprentice Groundman position for up to two (2) years. Upon being hired, the Apprentice Groundman will be provided a Class 3 Apprentice Groundman wage which is 80% of the Class 1 Apprentice Groundman rate set forth in Article 33. After six months at the Class 3 Apprentice Groundman wage rate, the Apprentice Groundman will be eligible for advancement to the Class 2 Apprentice Groundman wage rate. Advancement will depend on the applicant's ability to perform satisfactorily the duties required of the position and the immediate supervisor's recommendation to the Electric Department Superintendent. The Class 2 Apprentice Groundman wage rate will be 90% of the Class 1 Apprentice Groundman rate set forth in Article 33. After one year as an Apprentice Groundman, the employee will be eligible for advancement to the full Apprentice Groundman Class 1 rate set forth in Article 33. Advancement will depend on the applicant's ability to perform satisfactorily the duties required of the position and the immediate supervisor's recommendation to the Electric Department Superintendent. After two (2) years as an Apprentice Groundman, the Apprentice Groundman will be eligible to advance to the Groundman classification. Advancement will depend on the applicant's ability to perform satisfactorily the duties required of the position and the immediate supervisor's recommendation to the Electric Department Superintendent. The final decision on advancement to any Apprentice Groundman wage rate (Class 1 or Class 2) or to the Groundman classification will be made by the Superintendent.

ARTICLE 32

SAVINGS AND SEPARABILITY

Section 1 If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement, or those applications of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of, has been restrained, shall not be effected thereby.

Section 2 When any provision of this Agreement is invalidated, as described in Section 1 of this Article, the parties shall negotiate a substitute for the invalidated provision.

ARTICLE 33

WAGES

(A) Base Rates

The wage rates for each classification are as follows:

Each member shall receive a \$2/hr. increase in his/her hourly rate plus 4% effective on August 1, 2026, an additional \$1/hr. increase to his/her hourly rate plus 4% on August 1, 2027, and an additional 4% increase in his/her hourly rate on August 1, 2028.

Classification	EFFECTIVE DATES		
	26-27	27-28	28-29
Line Foreman	\$56.45	\$59.75	\$62.14
Chief Lineman	\$51.98	\$55.10	\$57.30
First Class Lineman (Step 6)	\$49.35	\$52.36	\$54.45
2 nd Class Lineman (Step 5)	\$45.62	\$48.48	\$50.42
2 nd Class Lineman (Step 4)	\$44.06	\$46.86	\$48.73
3 rd Class Lineman (Step 3)	\$41.94	\$44.66	\$46.45
3 rd Class Lineman (Step 2)	\$33.12	\$35.48	\$36.90
3 rd Class Lineman (Step 1)	\$26.52	\$28.62	\$29.76
Substation Tech A	\$46.36	\$49.25	\$51.22
Substation Tech B	\$43.59	\$46.37	\$48.22
Substation Tech C	\$41.37	\$44.06	\$45.82
Substation Tech D	\$38.53	\$41.11	\$42.75
Electric Meter Serviceman	\$45.87	\$48.74	\$50.69
Asst. Electric Meter Serviceman	\$38.53	\$41.11	\$42.75
Apprentice Asst. Electric Meter Service Maintainer	\$32.62	\$34.96	\$36.36
Meter Reader/Computer Operator?	\$42.69	\$45.44	\$47.26
Maintenance/Mechanic	\$33.00	\$35.36	\$36.77
Groundman	\$39.62	\$42.24	\$43.93
Apprentice Groundman (Class 1)	\$22.85	\$23.54	\$24.25
Computer Operator	\$36.20	\$38.69	\$40.24
Inventory Clerk	\$31.28	\$33.57	\$34.91

(B) Work Hours and Overtime

Section 1 There shall be maintained a basic workday of eight (8) hours and a basic work week of forty (40) hours between Monday and Friday, for all classes of employees, with the understanding if any of them are required to work in excess of eight (8) hours per day or forty (40) hours per week, such work will be paid at the prevailing rate of overtime.

Section 2 All overtime work will be paid for at the rate of time and one half (1-1/2) the regular straight time rate.

Section 3 Pay for working a holiday shall not preclude receipt of regular holiday pay.

Section 4 As far as practical, overtime shall be distributed equally among employees in each work group or job classification, taking into account the qualifications required and availability of employees.

Section 5 No employee shall have his or her regular scheduled workday altered to avoid the payment of overtime.

Section 6 For the purpose of computing overtime pay on any given workday or in any given work week, paid time off for personal leave, vacation time, sick leave, or holidays falling within any such period shall be considered as hours worked.

(C) Longevity

Section 1 Regular full-time employees shall be entitled to an annual longevity payment upon the completion of the following years of service:

Completion of 5 year	\$600.00
Completion of 10 years	\$700.00
Completion of 15 years	\$800.00
Completion of 20 years	\$900.00
Completion of 25 years	\$1,200.00

Section 2 Each employee shall be entitled to Longevity Service Pay, per agreement schedule, if his anniversary falls within that calendar year. Longevity payments will be made the 1st pay period in October.

(D) Call-Out Pay

Section 1 When an employee is called out or ordered out to work in emergency other than 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 two (2) hours before the scheduled workday begins, he will be paid a

minimum of two (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. Callouts during lunch periods shall not be included in this section as long as the employee is given time to eat his/her lunch after the emergency.

Section 2 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 Powerhouse in the Town of North Elba.

Section 3 When an employee is called out for an emergency and works five (5) or more hours, the employee is entitled to one-half hour (1/2) pay in lieu of a meal period in addition to all hours worked. If the immediate supervisor determines that circumstances permit such meal period, the employee so affected shall receive a one-half (1/2) hour meal period. For each additional five (5) hour block each employee shall receive an additional one half (1/2) hour meal period.

Section 4 An employee required to report to work two (2) hours before or to continue to work for a period longer than two (2) hours beyond the scheduled quitting time shall be entitled to a one-half (1/2) hour meal period.

Section 5 When an emergency (outage) occurs, a minimum of two (2) employees shall be called out to work. Under no circumstances will an employee work on live overhead distribution primaries unless another lineman is in the immediate vicinity.

Section 6 An employee who works sixteen (16) consecutive hours in a twenty-four (24) hour period shall be allowed a rest period of eight (8) consecutive hours, after completion of the emergency, before returning to work. Any part of such rest period which falls during the employee's regularly scheduled shift shall be compensated at straight time provided the employee works the balance of the scheduled shift, if any.

Section 7 When an employee is called out on an emergency before the regular workday, the overtime rate shall continue until the emergency ends.

Section 8 An employee called out for a meter turn on will be paid two (2) hours at the straight time rate.

(E) Stand-by Pay

Section 1 An employee who is on stand-by shall be paid at the rate of five (5) hours per day for "standing by". This does not preclude, in accordance with this agreement, payment for hours worked during this stand-by period.

(F) On-Call

Section 1

ARTICLE 34

GRIEVANCE PROCEDURE

Section 1 A grievance is hereby defined as an alleged violation of the terms and conditions of this Agreement and/or the Village's Policy Manual.

Section 2 If any dispute arises between the Union and the Village as to any unadjusted grievance or as to the rights of either party under this Agreement, both parties shall endeavor to settle such matters in the simplest and most direct manner. The procedure, unless changed, or any step thereof waived, by mutual consent, shall be as follows:

Step 1 All grievances shall be duly filed in writing with the employee's supervisor, signed by the employee complainant, and/or a representative of the Union. Said grievance shall be filed within twenty-five (25) working days of the act or occurrence complained of, or when the occurrence should have become known. Upon receipt of a due and proper grievance, the supervisor shall, within ten (10) working days of receipt of the grievance, cause a meeting to be held between the grievant, the employee's supervisor and grievant's representative to review the grievance. The supervisor shall within ten (10) working days of the meeting on said grievance render a determination.

Step 2 If the supervisor renders a determination that leaves the grievant unsatisfied, then the grieving party may appeal that determination to the Mayor or his/her designee. The notice of appeal signed by the employee/complainant and/or a representative of the Union shall be filed with the Village Clerk within ten (10) working days of the determination made by the supervisor as set forth in Step 1 of this section. Upon receipt of a due and proper notice of appeal, the Mayor or his/her designee shall cause a meeting to be held within ten (10) working days of said receipt. Thereafter the Mayor shall render a written decision to grievant within ten (10) working days of said meeting.

Step 3 If the Union is not satisfied, the Union may, within ten (10) working days after receipt of the reply of the Mayor or the date the reply of the Mayor is due, submit the grievance to arbitration.

Section 3 Should the Union desire to pursue the matter to arbitration, it shall file a Demand for Arbitration pursuant to the NYS Public Employment Relations Board Voluntary Grievance Arbitration Rules of Procedure.

Section 4 The person selected through the NYS Public Employment Relations Board Voluntary Grievance Arbitration Rules of Procedure shall serve as arbitrator and shall have full power to hear and determine the matter as provided in this agreement.

Section 5 The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues.

Section 6 The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to establish or change any wage rate. The panel's decision shall be final and binding.

Section 7 In the case of discharge the arbitrator may award back pay so that the discharged employee will be made whole. The employee must show that he has sought employment.

Section 8 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Village and the Union. If either party desires a stenographic record of the proceedings, it may cause such a record to be made and that party shall pay for the record except in dismissal cases where a stenographic record shall be made with the costs shared equally by the parties.

Section 9 The time limits in the grievance procedure may be extended by mutual agreement in writing. Otherwise, no grievance will be considered unless proper and timely.

Section 10 Any step of the grievance procedure may be bypassed by mutual agreement in writing.

Section 11 If an employee is covered by Section 75 of the Civil Service Law, disciplinary charges may be processed either through the grievance/arbitration procedure or through the hearing procedure set forth in Section 75 of the Civil Service Law, as the employee may elect. If the employee opts for the grievance procedure, then the Village may impose discipline after the employee has had the opportunity to respond to the charges. However, if remedy for grievance is determined to be favorable to the employee then the company will make all restitution retroactive to the date disciplinary action was taken. The election of either procedure precludes the use of the other. Failure to exercise the option shall be deemed to be an election to use the Collective Bargaining Grievance procedure.

ARTICLE 35

SIGNATURE PAGE

WITNESS WHEREOF, the parties hereto have executed this Agreement on this
1st day of July 2026.

Mayor
For the Village of Lake Placid

Date

I.B.E.W. LOCAL UNION 1249

Business Manager
IBEW Local 1249

Date

Unit Chairman
Lake Placid Municipal
Electric Department

Date