



September 18, 2021

Josh Arneson  
Town Manager  
203 Bridge St.  
Richmond, VT 05477

Re: Proposal for Compensation Study

Dear Mr. Arneson:

Hudson River Energy Group is pleased to respond to the Town of Richmond's (Richmond or the Town) request for assistance in analyzing the current wage rates for its municipal employees relative to other municipalities.

Sincerely,

A handwritten signature in black ink that reads "Frank W. Radigan". The signature is written in a cursive style with a large, sweeping initial "F".

Frank W. Radigan  
Principal

**Attachment**

235 Lark Street Albany, New York 12210

Telephone (518) 431-8480  
FRadigan@aol.com

**Proposal to the Town of Richmond, Vermont**

**In Reply to August 27, 2021 Request for Proposal  
to Conduct a  
Compensation Study with Update to Pay Grid**

**September 20, 2021  
Submitted by  
Hudson River Energy Group**

## **Statement of Qualifications**

### **a. Contact Information**

This proposal is a joint proposal from the Hudson River Energy Group (HREG) and SG & Associates. The main contact for the proposal is Frank Radigan who is the principal and owner of the HREG with a business address of 235 Lark St., Albany, NY 12201. Mr. Radigan's telephone number is (518) 527-0932 and his e-mail address is [fradigan@aol.com](mailto:fradigan@aol.com).

### **b. Professional Qualifications**

The engagement will be performed by Frank Radigan and Sean Graham. Mr. Radigan is well acquainted with municipal budgets and finances and he has recently completed an employee pay rate study for the similar sized Village in New York. Mr. Radigan will serve as project manager. Mr. Graham has over 30 years of progressive responsibility in the area of municipal operations and administration including over 22 years as the Director of Utilities & Public Works and Village Administrator for the Village of Hamilton, NY.

Frank W. Radigan has expert knowledgeable in electric, water, gas, and steam industries and has provided expert testimony in each of these areas on approximately 150 occasions. For 16 years, Mr. Radigan was an Engineer with the New York State Public Service Commission. While at the Commission, Mr. Radigan's responsibilities included resource planning, modeling and forecasting forward price curves for the wholesale market, and the analysis of rates and tariffs, rate design and performing embedded and marginal cost of service studies as well as depreciation studies. Before leaving the Commission, Mr. Radigan was responsible for directing all engineering staff during major proceedings including those relating to rates, integrated resource planning, and environmental impact studies. Mr. Radigan's engineering duties at the Commission were for the financial aspects of a utility's income statement on issues relating to engineering for large utilities and for all issues relating to small utilities. Thus, Mr. Radigan reviewed budgets for tree trimming, O&M for production,

transmission and distribution, construction programs. A common element of this work was the review of pay rates for employees,

As a consultant, Mr. Radigan has provided research, technical evaluation, due diligence, reporting, and expert witness testimony on electric, water, gas, and steam utilities. He has performed analysis of rate adequacy, rate unbundling, and cost of service studies, rate design, rate structure, and multi-year rate agreements. Rate adequacy for a utility is the measure where both the revenues and the underlying expenses are reviewed and determined reasonable so as to be passed on to the customers in the rates of the utility. He has provided expertise in electric supply planning, economics, depreciation, regulation, wholesale supply, and industry restructuring issues. Mr. Radigan has testified in 18 states on a wide variety of issues and has provided service to three communities in Vermont: the Village of Stowe, the Village of Swanton and the Town of Morristown which are all similar in size to Richmond.

Mr. Radigan's resume is included as an attachment to this letter proposal. References are available upon request.

Sean Graham, retired in 2018, was employed by the Village of Hamilton in central NY for 22 years where he held the positions of Village Administrator and Director of Utilities & Public Works. He oversaw all aspects of village operations including four public utilities, electric, natural gas, water and waste-water with full operation and financial responsibilities. He oversaw the development – from concept to completion (2009 – 2014), including public presentations and government referendums – of Hamilton's natural gas distribution system, including design, capital development, contract negotiations, all facets of obtaining a new city-gate connection and transportation service with Tennessee Gas Pipeline Co., all environmental and regulatory approvals, rates and tariffs, and construction. In addition to developing policies & operating procedures for the utilities he oversaw the development of the airport/airpark operations, he was responsible for ensuring compliance with All Local, County, State and Federal Rules, Regulations & Codes. Mr. Graham negotiated

contracts for all union and non-union employees. Resume' and references are included with this proposal.

### **c. Firm's Capabilities**

HREG recently completed a competitive pay rate study for the Village of Hamilton, NY. Hamilton engaged HREG as it was very concerned with its pay grid as it recently lost a long tenured employee to another municipality because of base pay difference and the fact that the Village was unable to negotiate a new labor contract after its old one expired in the early part of 2020. HREG using the same methodology as is being proposed here developed a matrix of current market pay rates so that the Village could negotiate new labor contracts. A draft report was delivered to the Village in June of 2021 and the current Village Administrator used the data and was able to agree to a new labor contract with the union within six weeks of that date.

Due to the proprietary nature of the report, HREG would need permission from the Village to supply the report or the new labor contract. Mr. Radigan performed all the work for this assignment. The Village Administrator for Hamilton is Mr. James Stokes whose telephone number is (4515) 824-1111 and e-mail address is [jims@hamilton-ny.gov](mailto:jims@hamilton-ny.gov).

In the past year HREG also addressed in expert witness testimony the propriety of the pay rates for two utilities in Arizona. The first was Arizona Public Service Company ("APS") the largest utility in the State of Arizona which serves the Phoenix area, the 11th largest metropolitan area of the country. In that case HREG reviewed the payroll expense and proposed that approximately \$28 million of the cost not be allowed in utility rates but rather that expense be absorbed by stockholders. Mr. Radigan's testimony in that case is 43 pages long but the part about the payroll expense was filed as confidential data and HREG would need permission from its client to supply the report or the new labor contract. The client was the Arizona Residential Utility Consumer Office ("RUCO") who represents residential utility customer in utility rate proceedings. That said the Administrative Law Judge hearing the case has issued a public ruling on the matter and that ruling is available if the Town wants it. HREG's client reference for this task is Daniel Pozefsky the RUCO Chief

Counsel whose telephone number is (602) 364-4835 and e-mail address is [dpozefsky@azruco.gov](mailto:dpozefsky@azruco.gov).

Mr. Graham most recent worked on pay rates and pay grids was just before his retirement from the Village of Hamilton, NY where he negotiated the contracts for the employees of the Department of public Works, the Police Union and the Municipal Utilities Commission. A copy of the contract with the Village and its utility workers is attached.

## **Methodology**

**Step 1 – Data Gathering** - The wage review will be done using a variety of independent sources including the current union contracts, the Vermont League of Cities and Town Compensation Report, Federal Bureau of Labor Statistics Wage Surveys, public contract data, and publicly available wage survey from nearby states such as Massachusetts, New York, New Hampshire and Maine and from current municipal systems as well as current employment ad data. This data will be used to develop a tiered wage scale by job title and experience at current wages and competitive wages for each department. To address the compression issue, market pay rates will be presented by job title, and years of service and/or training so as to fill out the pay grid completely.

Including the initial meeting with Town officials the timetable for this data gathering will be about three days with completion within two weeks on initiation.

Similar public data will be used to develop; a benefits comparison to other municipalities as well as private companies. This data too is readily available from public contract data, union web sites, corporate websites and employment ads. Employee Benefits are an important part compensation of the employee compensation package. For example, one local IBEW Chapter estimates benefits are equal to 36% of the total compensation package. Employee Benefits include longevity pay, paid holidays, sick leave allowance, uniform and equipment, personal leave, bereavement leave, leave for jury duty, health insurance, life insurance, education and training allowances and retirement benefits. While certain employers

do offer measurable differences in employee benefits over time, many of the employee benefits offered by employees of large organizations, public or private, have become almost standard such a leave for jury duty and bereavement leave.

This task will done in parallel with the wage analysis and be completed at the same time.

**Step 2 – Technical Analysis** - The Town budget data will be put into an Excel spreadsheet and will be expanded so as to allow varying wage rates to be inputted by Department so that sensitivity analysis can be performed for by Departments finances as well as the Town finances overall. This analysis would start with known needs for debt service, and expenses. The purpose of this work is to allow the Town to make decisions as to the need for and amount of rate increases necessary, by Department, for potential wage increases to attain and maintain relative parity with comparable municipalities. The work product of this analysis would be recommended wage rates, a timeline for achieving competitive wage rate and potential rate increases by Department.

Including meetings, conference calls and e-mail exchange with Town officials the timetable for this technical analysis will be about three days with completion within two weeks after completion of the data gathering phase.

**Step 3 – Preliminary Findings** - HREG recognizes that market pay rate data is just one factor into the total compensation package with the pension benefit being a large factor. Thus, municipal employees may be aware of the fact that their base pay rate is somewhat less that of private companies but their pension benefits are superior. HREG is also aware that working near where you live and, the stability of the job and having an employer who is about public service and not the bottom line as the be all and end all for everyday job decisions are very valuable benefits that can't be easily quantified. Thus, together the market pay-rate and the fringe benefit information are just two components of a complicated and imprecise algorithm as to what is an

acceptable and competitive pay grid. HREG is aware of these issues as it has worked both in the public and private sector with a large majority of its clients for state and/or local government. Thus, the end product of the work plan is an initial set of market pay rates and then as detailed in the following paragraph, a computer model which is then the start of an interactive exercise that requires on the ground knowledge of the Town with the technical ability to determine the impact of a change in the pay grid on the Town's budget.

HREG recognizes that pay rates are a sensitive subject and believes that they should be treated with the utmost level of confidentiality until the results have had a chance to be fully examined and vetted. As such, the presentation of the preliminary analysis is not one task but several tasks with the first being a presentation of initial findings to the Town Manager and designated Town Staff of both base pay rates and fringe benefits. This would then be discussed and modified as appropriate. The next step would be to present the vetted preliminary findings to the Town of Richmond Town Manager, any designated staff, and Selectboard members. The findings would then be modified again as appropriate and presented to at a meeting with the Town of Richmond Staff. Again, HREG anticipated that the finding now reviewed three times (by HREG, the Town Manager and Selectboard members) would be reviewed and again and modified as appropriate before a final report is issued.

Including meetings, presentations, and sensitivity analysis for Town officials and Staff the timetable for the development of the final report is four workdays but those would be spread over a 4-6 week period depending upon the number of meetings and modifications of the preliminary findings that are required.

## **Cost Proposal**

The time line for the work is ten (10) work days with a full time line of completion within one calendar month from the date of notification to proceed for the initial report and then further time for presentations as requested in the RFP. This time line is made comprised of the following steps;



- a) three (3) days of data gathering,
- b) three (3) day of technical analysis of market pay rate data, budget data and
- c) four (4) day of sensitivity analysis, rework, report writing and presentations to the Town.

The cost for the project would a not to exceed budget of \$15,000.

### **Availability**

/The proposed project team would be available to begin work on the proceeding immediately after being notified of selection.

### **Other Proposal Requirements**

1. All documents should be provided in digital format (MS Word, MS PowerPoint, MS Excel).
2. All data, databases, reports, designs and materials, in digital format created under this project shall be transferred to the Town of Richmond upon completion of the project and become the property of the Town.
3. Reports must be submitted a minimum of one full week prior to meetings at which they will be discussed.
4. This proposal will remain valid for at least 60 days.
5. The work shall not be assigned or sublet without previous consent of the Town of Richmond.
6. HREG will abide by the Insurance and Equal Employment Opportunity requirements of as detailed in the request for proposals.

# FRANK W. RADIGAN

## EDUCATION

B.S., Chemical Engineering -- Clarkson University, Potsdam, New York (1981)

Certificate in Regulatory Economics -- State University of New York at Albany (1990)

## PROFESSIONAL EXPERIENCE

*1998–Present*    **Principal/Owner, Hudson River Energy Group, Albany, NY** -- Provide research, technical evaluation, due diligence, reporting, and expert witness testimony on electric, steam, gas, water and wastewater utilities. Provide expertise in electric supply planning, economics, regulation, wholesale supply and industry restructuring issues. Perform analysis of rate adequacy, rate unbundling, cost-of-service studies, rate design, rate structure and multi-year rate agreements. Perform depreciation studies, conservation studies and proposes feasible conservation programs.

*1997–1998*    **Manager Energy Planning, Louis Berger & Associates, Albany, NY** – Advised clients on rate setting, rate design, rate unbundling and performance based ratemaking. Served a wide variety of clients in dealing with complexities of deregulation and restructuring, including OATT pricing, resource adequacy, asset valuation in divestiture auctions, transmission planning policies and power supply.

*1981–1997*    **Senior Valuation Engineer, New York State Public Service Commission, Albany, NY** – Starting as a Junior Engineer and working progressively through the ranks, served on the Staff of the New York State Department of Public Service in the Rates and System Planning Sections of the Power Division and in the Rates Section of the Gas and Water Division. Responsibilities included the analysis of rates, rate design and tariffs of electric, gas, water and steam utilities in the State and performing embedded and marginal cost of service studies. Before leaving the Commission, was responsible for directing all engineering staff during major rate proceedings.

## FIELDS OF SPECIALIZATION

Electric power restructuring, wholesale and retail wheeling rates, analysis of load pockets and market power, divestiture, generation planning, power supply agreements and expert witness testimony, retail access, cost of service studies, rate unbundling, rate design and depreciation studies.

## EXPERT WITNESS TESTIMONY

1. Docket No. E-01345A-19-0236 – Arizona public Service Company – On behalf of the Arizona Residential Utility Consumer Office examined the reasonableness of the Company's rate increase, revenue allocation and rate design. 2020
2. Docket No. WS-01303A-20-0298 – EPCOR Water of Arizona and Johnson Utilities, LLC- On behalf of the Arizona Residential Utility Consumer Office examined the reasonableness of the Companies joint application for a merger and payment of a acquisition premium. 2020
3. Docket No. 20200139-WS – Utilities Inc. of Florida- On behalf of the Florida Office of Public Counsel testified on the reasonableness of proposed post-test year pro forma adjustments to rate base, the used and useful percentages of the water and wastewater systems and a proposed automatic adjustor mechanism to pay for system improvements.
4. Docket No. 19-120 – NSTAR Gas Company - On behalf of the Massachusetts Attorney General testified on the reasonableness of the Companies proposed post-test year plant additions. 2020

5. Docket No. 2019-UN-219 – Mississippi Power Company - On behalf of the Mississippi Public Utilities Staff testified on the reasonableness proposed depreciation rates. 2020
6. Case 19-E-0383 – New York State Electric and Gas Corporation - On behalf of Nucor Steel, Auburn, Inc. examined the reasonableness of the utility’s proposed depreciation rates, cost of service issues (including tree trimming), revenue allocation and rate design. 2019.
7. Case 19-E-00065 – Consolidated Edison - On behalf of the New York State Department of State Utility Intervention Unit testified on the reasonableness of Company’s proposed depreciation rates. 2019
8. Case 9487 – Maryland American Water Company – Testified on behalf of a group of large commercial water customers on the reasonableness of a proposed settlement that is schedule to increase their rates by thirty six percent. 2018
9. Docket No. OP 17-01942 – Before the State of New York Supreme Court Appellate Division in the matter of the City of Jamestown vs. the Town Council of the Town of Ellicott and the Board of Trustees of the Village of Falconer on behalf of the defendants testified on the reasonableness of the City’s claimed reason for condemning property in the Town and Village. 2018
10. Docket No. 17-170 – Boston Gas and Colonial Gas-In behalf of the Massachusetts Attorney General testified on the reasonableness of the Companies proposed Gas Safety and Reliability Programs, the companies proposed depreciation rates and the Company’s capital additions through the end of the test year. 2018.
11. Re: Steam Pipe Explosion at 41st St. and Lexington Ave. - New York County Index No.: 768000/08E – Testified on behalf of Team Industrial Services, Inc. in opposition to the Motion for Summary Judgment filed by Consolidated Edison Company of New York, Inc. regarding the root cause for the explosion. 2017.
12. Docket No. 17-06004 – Nevada Power Company - On behalf of the Staff of the Nevada Public Service Commission, testified on the reasonableness of Company’s proposed electric depreciation rates. 2017.
13. Docket No. E-01345A-16-0036 – Arizona Public Service -- On behalf of the oArizona Residential Utility Consumer Office examined the reasonableness of the Company’s rate increase, revenue allocation and rate design. 2017
14. Docket No. E-01345A-16-0036 – Arizona Public Service -- On behalf of the on behalf of the Arizona Residential Utility Consumer Office examined the reasonableness of the Company’s overall rate increase, post test year plant additions, depreciation study, and the Company’s proposed changes to deferral rate mechanisms. 2016
15. Case 9423 – Maryland Water Services – On behalf of Maryland Office of People’s Counsel testified on the reasonableness of the water utility’s proposed revenue requirement. 2016
16. Docket No. EL15-85-001- New Hampshire Transmission LLC – On behalf of the Massachusetts Attorney General, the Connecticut Public Utilities Regulatory Authority, the Connecticut Office of Consumer Counsel, the Rhode
17. Island Division of Public Utilities and Carriers, the Rhode Island Attorney General, the Maine Public Advocate and the Vermont Department of Public Service on the reasonableness of the Company’s accounting for certain expenses for transmission planning efforts and whether these expenses should have been recovered under a FERC approved formula rate for transmission revenue requirement - 2016
18. Docket No. 16-06008 – Sierra Power Company - On behalf of the Staff of the Nevada Public Service Commission, testified on the reasonableness of Company’s proposed electric depreciation rates. 2016.
19. Docket No. 16-06009 – Sierra Power Company - On behalf of the Staff of the Nevada Public Service Commission, testified on the reasonableness of Company’s proposed gas depreciation rates. 2016.

20. Docket No. E-01 933A-15-0322 – Tucson Electric Power -- On behalf of the on behalf of the Arizona Residential Utility Consumer Office examined the reasonableness of the Company's rate increase, revenue allocation and rate design. 2016
21. FC 1137 – Washington Gas Light -- On behalf of the Office of the People's Counsel of the District of Columbia, testified on the reasonableness of the Company's long term capital spending program and proposal for the recovery of costs of Washington Gas Light Company's pipe replacement programs. 2016
22. Docket No. 14-0741 – Utilities Services of Illinois, Inc. – On behalf of the Illinois Attorney General testified to the reasonableness of the proposed increase in water rates - 2015
23. D.P.U. Dockets 14-130 thru 14-135 – Six Massachusetts Gas Utilities – On behalf of On behalf of the Massachusetts Attorney General testified to the reasonableness of the accelerated gas pipe replacement programs for each of the investor owned gas distribution utilities in Massachusetts. 2015
24. Case 15-E-0283 – New York State Electric and Gas Corporation – On behalf of Nucor Steel, Auburn, Inc. examined the reasonableness of the utility's proposed depreciation rates, cost of service issues (including tree trimming), revenue allocation and rate design. 2015
25. Case No. 2014-00371 – Kentucky Utilities Company – On behalf of the Office of Rate Intervention of the Attorney General for the Commonwealth of Kentucky testified on the reasonableness of the Company proposed rate increase. 2015
26. Case No. 2014-00372 – Louisville Gas and Electric Company – On behalf of the Office of Rate Intervention of the Attorney General for the Commonwealth of Kentucky testified on the reasonableness of the Company proposed rate increase. 2015
27. Case No. 15-E-0307 – On behalf of the Massena Electric Department prepared rate filing before the New York Public Service Commission to increase its annual revenues and design rates designed to encourage energy efficiency. 2015
28. Docket No. WS-01303A-14-0010 – Epcor Water Arizona - On behalf of the on behalf of the Arizona Residential Utility Consumer Office examined the reasonableness of the Company's rate increase. 2015
29. Docket No. 14-0741 – Utilities, Inc. – On behalf of the Illinois Attorney General testified on the reasonableness of the water utility's proposed revenue requirement. 2015
30. Case 9344 – Green Ridge Utilities – On behalf of Maryland Office of People's Counsel testified on the reasonableness of the water utility's proposed revenue requirement. 2014
31. FC 1115 – Washington Gas Light -- On behalf of the Office of the People's Counsel of the District of Columbia, testified on the reasonableness of the Company's proposal for the recovery of costs and funding aspects of Washington Gas Light Company's Revised Accelerated Pipe Replacement Plan. 2014
32. Case No. EC-123-0082-00 – Entergy Mississippi – On behalf of Mississippi Public Utilities Staff reviewed and testified on the reasonableness of Entergy Mississippi, Inc.'s proposed depreciation rates and cost of service study. 2014
33. Case 9345 – Maryland Water Services – On behalf of Maryland Office of People's Counsel testified on the reasonableness of the water utility's proposed revenue requirement. 2014
34. Case No. 2013-00167 – Columbia Gas of Kentucky – On behalf of the Office of Rate Intervention of the Attorney General for the Commonwealth of Kentucky testified on the reasonableness of the Company proposed rate increase. 2013

35. Docket 13-G-1301 – Consolidated Edison – On behalf of US Power Generating Company testified on the reasonableness of proposed modifications to natural gas balancing services. 2013
36. Docket No. 13-01-09 – United Illuminating – On behalf of the Connecticut Office of Consumer’s Counsel examined the reasonableness of the Company’s proposed construction budget. 2013
37. Case U-17169 - Semco Energy - On behalf of the Michigan Department of Attorney General testified on the reasonableness of the Company’s proposal to modify its accelerated main replacement form for gas distribution facilities. 2013
38. Docket No. 13-06003 – Sierra Power Company - On behalf of the Staff of the Nevada Public Service Commission, testified on the reasonableness of Company’s proposed depreciation rates. 2013.
39. Docket No. E-01 933A-I 2-0291 – Tucson Electric Power -- On behalf of the on behalf of the Arizona Residential Utility Consumer Office examined the reasonableness of the Company’s rate increase. 2012
40. Case No. FC 1093 - Washington Gas and Light – On behalf of the Office of the People’s Counsel of the District of Columbia, testified on the reasonableness of the Company’s proposal to replace and/or remediate certain gas distribution facilities that are subject of this case, 2012.
41. Docket No. C-2011-2226096 — Pennsylvania American Water Co. - In a class-action lawsuit, testified before the Pennsylvania Public Utility Commission on behalf of C. Leslie Pettko on the reasonableness of the surcharges imposed by Pennsylvania American Water Company. 2012
42. Docket No. 11-06007 – Nevada Power Company – On behalf of the Staff of the Nevada Public Service Commission, testified on the reasonableness of the Company electric depreciation study on Nevada Power Co. 2011
43. MEUA –On behalf of the Municipal Electric Utilities Association, filed testimony with the New York Power Authority (NYPA) on the reasonableness of the Authority’s 2011 Rate Modification Plan for the Niagara Power Project. 2011
44. Case No. 9283 – Green Ridge Utilities, Inc. – On behalf of Maryland Office of People’s Counsel testified on the reasonableness of the water utility’s proposed revenue requirement. 2011
45. Case No. 11-G-0280 – Corning Natural Gas -- On behalf of the Village of Bath, NY, testified on the construction program, revenue requirement, and rate design proposed by the gas distribution company serving the Village. 2011
46. Case No. 10-G-0598 – Bath Electric Gas and Water Systems - Testified as to the reasonableness of the Village of Bath’s request for a refund relating to overcharges for gas purchased from the Corning Natural Gas Co. 2011
47. Case No. U-16472 – Detroit Edison -- On behalf of four large hospitals – Detroit Medical Center, Henry Ford Health Systems, William Beaumont Hospital, and Trinity Health Michigan – testified on the reasonableness of the continuation of a service class for large customers with special contracts. 2011
48. Case No. 9252 – Artesian Water Maryland, Inc. - On behalf of the Maryland Office of People’s Counsel, analyzed proposed revenue requirement of Artesian Water Maryland, Inc. 2011.
49. Case No. 10-E-0362 – Orange and Rockland Utilities, Inc. - On behalf of a coalition of municipalities, testified on the reasonableness of the proposed revenue requirement of Company. 2010.
50. Docket No. 05-10-RE04 – Connecticut Light and Power Co. – On behalf of the Connecticut Office of Consumer Counsel, testified on the reasonableness of the assist in its review of the application of Company for approval of full deployment of its Advance Metering Infrastructure (“AMI”). 2010

51. Docket Nos. 10-06003 and 10-06004 – Sierra Power Company - On behalf of the Staff of the Nevada Public Service Commission, testified on the reasonableness of Company's proposed depreciation rates. 2010.
52. Case No. 10-E-0050 – Niagara Mohawk Power Corporation -- On behalf of a coalition of municipalities, testified on the reasonableness of utility's proposal to eliminate contracts to provide street lighting service. 2010
53. Case No. 9248 – Maryland Water Services - On behalf of the Maryland Office of the People's Counsel, testified on the reasonableness of the proposed revenue requirement of Maryland Water Services, Inc. 2011
54. Docket No. 10-12-02 – Yankee Gas Services Company -- On behalf of the Connecticut Office of Consumer Counsel, testified on the reasonableness of the Company's proposed depreciation rates. 2010
55. Case 09-E-0715 – New York State Electric and Gas Corporation -- On behalf of Nucor Steel, Auburn, Inc. examined the reasonableness of the utility's proposed construction program, revenue allocation, rate design and decoupling mechanism. 2010
56. Case 09-S-0029 – Consolidated Edison – On behalf of the County of Westchester testified to the reasonableness of a Report Regarding Steam Price Elasticity and Long Term Steam Revenue Requirement Forecast 2010
57. Docket No. 09-01299 – Utilities, Inc. of Central Nevada - On behalf of the Nevada Attorney General's Bureau of Consumer Protection testified on the overall revenue requirement, the appropriate level of rate case expense, and allocation of corporate salaries. 2010
58. Docket No. 09-12-11 – Connecticut Water Company – On behalf of the Connecticut Office of Consumer's Counsel examined the reasonableness of the proposed Water Conservation Adjustment Mechanism. 2010
59. Case 9217 – Potomac Electric Power Company – On behalf of the Maryland Office of People's Counsel examined the reasonableness of the utility's proposed jurisdictional cost of service study, revenue allocation and rate design. 2010
- 60.** Docket No. 09-12-05 – Connecticut Light & Power Company – On behalf of the Connecticut Office of Consumer's Counsel examined the reasonableness of the proposed depreciation rates, revenue allocation and rate design. 2010
61. Case 09-S-0794 – Consolidated Edison – Steam Rates -- On behalf of County of Westchester testified to the reasonableness of the Company's proposal to increase retail rates. 2010
62. Case 09-G-0795 – Consolidated Edison – Gas Rates -- On behalf of County of Westchester testified to the reasonableness of the Company's proposal to increase retail rates. 2010
63. Case 10-S-0001 – Project Orange Associates, LLC -- On behalf of Project Orange Associates testified to the reasonableness of whether the steam customers of Syracuse University could benefit if a steam transportation tariff were adopted by the New York Public Service Commission. 2009
64. Docket No. E-7, Sub 900 – Duke Energy Carolinas, LLC – On behalf of the Sierra Club, Southern Alliance for Clean Energy testified on the reasonableness of the Company's request to recover construction work in progress in rate base and to comment on whether the costs incurred by the Company for the supercritical coal plant Cliffside Unit 6 are reasonable and prudent. 2009
65. D.P.U. 8-64 – New England Gas Company – On behalf of the Massachusetts Attorney General testified to the reasonableness of the accuracy of the Company's accounting data as it related to affiliate transaction with the parent Company. 2009

66. Formal Case No. 1027 – Washington Gas Light Company – On behalf of the Office of People’s Counsel of the District of Columbia testified to the reasonableness of the Company’s use of mechanical couplings and problems related thereto. 2009
67. Docket No. G-04204A-08-0571 -- UNS Gas, INC. -- On behalf of the on behalf of the Arizona Residential Utility Consumer Office examined the reasonableness of the Company’s embedded cost of service study, proposed revenue allocation, and proposed rate design. 2009
68. Case 09-S-0029 – Consolidated Edison – On behalf of the County of Westchester testified to the reasonableness of the method of allocating costs between the utility’s steam system and its electric system. 2009
69. Docket No. 09-0407 – Commonwealth Edison – On behalf of the People of the State of Illinois testified to the reasonableness of Company’s Chicago Area smart Grid Initiative. 2009
70. Docket No. E-01345A-08-0172 – Arizona Public Service – On behalf of the on behalf of the Arizona Corporation Commission examined the reasonableness of the Company’s embedded cost of service study, proposed revenue allocation, proposed rate design and proposal regarding demand side management cost recovery. 2009
71. Case 9182 – Maryland Water Service, Inc. – On behalf of the Maryland Office of People’s Counsel examined the reasonableness of the utility’s proposed bulk purchased water rate increase. 2009
72. Case 9182 – Artesian Water Maryland, Inc. – On behalf of the Maryland Office of People’s Counsel examined the reasonableness of the utility’s proposed advance fees to connect new water customers in the Whitaker Woods subdivision. 2009
73. Case 08-E-0539 – Consolidated Edison – Electric Rates -- On behalf of County of Westchester testified to the reasonableness of the Company’s proposal to increase retail electric rates by \$854 million. 2008
74. Docket No. 08-07-04 – United Illuminating – On behalf of the Connecticut Office of Consumer’s Counsel examined the reasonableness of the Company’s proposed construction budget. 2008
75. Docket No. 08-06036 – Spring Creek Utilities - On behalf of the Nevada Attorney General’s Bureau of Consumer Protection testified on the overall revenue requirement, the cost allocation and amortization of a new financial accounting system, the appropriate level of rate case expense, allocation of corporate salaries, recovery of property taxes, and rate design. 2008
76. D.P.U. 8-35 – New England Gas Company – On behalf of the Massachusetts Attorney General testified to the reasonableness of the Company’s request to increase rates in light of the terms of a previous settlement, the level of expenses being charged from the parent Company to the affiliate, the proposed increase in depreciation expense and the proposed revenue allocation and rate design. 2008
77. Docket No. 08-96 – Artesian Water Company - on behalf of the Staff of the Delaware Public Service Commission examined the reasonableness of the Company’s cost of service study and proposed revenue allocation and rate design. 2008
78. Docket No. 05-03-17PH02 – Southern Connecticut Gas Company – on behalf of the Connecticut Office of Consumer’s Counsel examined the reasonableness of the Company’s embedded costs of service study and proposed revenue allocation and rate design. 2008
79. Docket No. 06-03-04PH02 – Connecticut Natural Gas Corporation – on behalf of the Connecticut Office of Consumer’s Counsel examined the reasonableness of the Company’s embedded cost of service study and proposed revenue allocation and rate design. 2008

80. Docket No. G-01551A-07-0504 – Southwest Gas Corporation – on behalf of the Arizona Corporation Commission examined the reasonableness of the Company’s embedded cost of service study, proposed revenue allocation, proposed rate design and proposals regarding revenue decoupling. 2008
81. Docket No. E-01933A-07-0402 – Tucson Electric Power Company – on behalf of the Arizona Corporation Commission examined the reasonableness of the Company’s embedded cost of service study, proposed revenue allocation, proposed rate design and proposals regarding mandatory time of use rates. 2008
82. Docket No. 07-09030 – Southwest Gas Corporation – on behalf of the Staff of the Nevada Public Utilities Commission testified on the reasonableness of the utility’s proposed depreciation rates. 2008
83. Civil Action 05-C-457-1 – Dominion Hope – on behalf of former employee of the utility examined the utility’s hedging and sales for resale practices between affiliates. 2008
84. Case 07-829-GA-AIR – Dominion East Ohio – on behalf of the Office of the Ohio Consumer’s Counsel examined the reasonableness of the Company’s embedded cost of service study, proposed revenue allocation and rate design and examined the reasonableness of proposals on revenue decoupling and straight fixed variable rate design. 2008
85. Case 07-S-1315 – Consolidated Edison Steam Rates -- On behalf of County of Westchester testified to the reasonableness of the method of allocating costs between the utility’s steam system and its electric system. 2008
86. Case No. 9134 – Green Ridge Utilities, Inc. – on behalf of the Maryland Office of People’s Counsel examined the reasonableness of the utility’s proposed rate application including the appropriate cost allocation and amortization period for expenses incurred to develop and implement Project Phoenix (a new software and financial accounting system project), the appropriate level of rate case expense, the requested rate of return and the appropriate level and allocation for common expenses from the parent company. 2008
87. Case No. 9135 -- Provinces Utilities, Inc. – on behalf of the Maryland Office of People’s Counsel examined the reasonableness of the utility’s proposed rate application including the appropriate cost allocation and amortization period for expenses incurred to develop and implement Project Phoenix (a new software and financial accounting system project), the appropriate level of rate case expense, the requested rate of return and the appropriate level and allocation for common expenses from the parent company. 2008
88. Case 07-M-0906 – Energy East and Iberdrola – On behalf of Nucor Steel, Auburn, Inc. examined the reasonableness of the proposed Acquisition of Energy East Corporation by Iberdrola merger. 2008
89. Case 07-E-0523 – Consolidated Edison – Electric Rates -- On behalf of County of Westchester testified to the reasonableness of the Company’s proposal to increase retail electric rates by over \$1.2 billion or 33%. 2007
90. Docket Nos. ER07-459-002, ER07-513-002, and EL07-11-002 – Vermont Transco -- on behalf of the Vermont Towns of Stowe and Hardwick, and the Villages of Hyde Park, Johnson and Morrisville on whether the direct assignment and rate impacts of a proposed transmission line were with current policy of the Federal Energy Regulatory Commission 2007
91. Docket No. 07-05-19 – Aquarion Water Company – On behalf of the Connecticut Office of Peoples Counsel examined the reasonableness of the utility’s proposed revenue allocation, rate design, weather normalization and depreciation rates 2007
92. Docket No. E-04204A-06-0783 – UNS Electric – On behalf of the Arizona Corporation Commission testified on the reasonableness of the utility’s proposed revenue allocation and rate design. 2007
93. Docket Nos. 06-11022 and 06-11023 – Nevada Power Company – On behalf of the Staff of the Nevada Public Utilities Commission testified on the reasonableness of the utility’s proposed depreciation rates and



expense levels. 2007

94. Case 06-G-1186 – KeySpan Delivery Long Island – on behalf of the Counties of Nassau and Suffolk analyzed the Company’s proposed rate design for amortization of costs for expenditures relating to Manufactured Gas Plants. 2007
95. Case 06-M-0878 – National Grid and KeySpan Corporation -- on behalf of the Counties of Nassau and Suffolk analyzed the public benefit of the proposed merger, customer service, demand side management programs, rate relief as it relates to competition and customer choice, the repowering of the existing generating stations on Long Island, and the remediation of contamination caused by Manufactured Gas Plants. 2007
96. Docket No. 06-07-08 – Connecticut Water Company – On behalf of the Connecticut Department of Utility Control examined the reasonableness of the utility’s proposed depreciation rates, revenue allocation and rate design. 2006
97. Docket No. EL07-11-000 – Vermont Transco -- on behalf of the Vermont Towns of Stowe and Hardwick, and the Villages of Hyde Park, Johnson and Morrisville evaluated whether the proposed and subsequently abandoned allocation of costs for the Lamoille County Project was reasonable and whether the direct assignment and rate impacts of a proposed transmission line were with current policy of the Federal Energy Regulatory Commission. 2006
98. Case 05-S-1376 – Consolidated Edison – Steam Rates -- On behalf of County of Westchester testified to the reasonableness of the method of allocating costs between the utility’s steam system and its electric system. 2006
99. Docket No. 06-48-000 – Braintree Electric Light Department – On behalf of the municipal utility presented an cost of service study used to calculate the annual revenue requirement for a generating station that was deemed to be required for reliability purposes. 2006
100. Case 05-E-1222 – New York State Electric and Gas Corporation – On behalf of Nucor Steel, Auburn, Inc. examined the reasonableness of the utility’s proposed average service lives, forecast net salvage figures, and proposal to switch from whole life to remaining life method. 2006
101. Docket No. 05-10004 – Sierra Pacific Power Company – On behalf of the Staff of the Nevada Public Utilities Commission testified on the reasonableness of the utility’s proposed electric depreciation rates and expense levels. 2006
102. Docket No. 05-10006 – Sierra Pacific Power Company – On behalf of the Staff of the Nevada Public Utilities Commission testified on the reasonableness of the utility’s proposed gas depreciation rates and expense levels. 2006
103. Docket No. ER06-17-000 – ISO New England, Inc. – On behalf of a group of municipal utilities in Massachusetts prepared an affidavit on the reasonableness of proposed changes to the Regional Network Service transmission revenue requirements rate setting formula. 2005
104. Case 04-E-0572 – Consolidated Edison – Electric Rate – On behalf of the County of Westchester testified to the reasonableness of the Company’s revenue allocation amongst service classes and the company’s fully allocated embedded cost of service study. 2004
105. Docket No. 04-02-14 – Aquarion Water Company – On behalf of the Connecticut Department of Utility Control examined the reasonableness of the utility’s proposed depreciation rates, weather normalization proposal and certain operation and maintenance expense forecasts. 2004
106. Docket No. U-13691 – Detroit Thermal, LLC – On behalf of the Henry Ford Health Systems testified on the reasonableness of the utility’s proposed default tariffs for steam service. 2004

107. Docket No. 04-3011 – Southwest Gas Corporation – On behalf of the Staff of the Nevada Public Utilities Commission testified on the reasonableness of the utility’s proposed depreciation rates and expense levels. 2004
108. Docket No. ER03-563-030 -- Devon Power, LLC, *et al.* – On behalf of the Wellesley Municipal Light Plant filed a prepared affidavit with FERC with respect the proposal of ISO New England, Inc. to establish a locational Installed Capability market in New England. 2004
109. Docket No. 03-10002 – Nevada Power Company – On behalf of the Staff of the Nevada Public Utilities Commission testified on the reasonableness of the utility’s proposed depreciation rates and expense levels. 2004
110. Case 03-E-0765 – Rochester Gas and Electric Corporation - Before the New York Public Service Commission submitted testimony on rate design, rate unbundling, depreciation, commodity supply and reasonableness and ratemaking treatment of proceeds from the sale of a nuclear generating plant. 2003
111. New York State Department of Taxation and Finance Versus Brooklyn Navy Yard Cogeneration Partners – Testified on behalf of independent power producer in income tax case regarding tax payments associated with gas used to produce electricity. Testimony focused on ratemaking policies and practices in New York State. 2003
112. Docket No. 2930 – Narragansett Electric – Before the Rhode Island Public Utilities Commission submitted testimony on the reasonableness of the utility’s proposed shared savings filing and its implications for the overall reasonableness of the Company’s distribution rates. 2003
113. Docket No. 03-07-01 – Connecticut Light and Power Company – Before the Connecticut Department of Public Utility Control testified to the recovery of “federally mandated” wholesale power costs. 2003
114. Docket No. ER03-1274-000 – Boston Edison Company – Before the Federal Energy Regulatory Commission submitted affidavit on the reasonableness of the utility’s proposed depreciation rates and expense levels. 2003
115. Case 210293 – Corning Incorporated – Before the New York Public Service Commission submitted an affidavit on certain actions of New York State Electric & Gas Corporation regarding the wholesale price of power in New York and the utility’s billing practices as they relate to flex rate contracts. 2003
116. Case 332311 – Nucor Steel Auburn, Inc. – Before the New York State Public Service Commission submitted an affidavit on certain actions of New York State Electric & Gas Corporation regarding the wholesale price of power in New York and the utility’s billing practices as they relate to flex rate contracts. 2003
117. Case 6455/03 – Prepared affidavit for consideration by the Supreme Court of the State of New York as to the purpose, need and fuel choice for the Jamaica Bay Energy Center (Jamaica Bay) as it related to good utility planning practice for meeting the energy needs of utility customers. 2003
118. Case 00-M-0504 – New York State Electric and Gas Corporation – Reviewed reasonableness of utility’s fully allocated embedded cost of service study and proposed unbundled delivery rates. 2002
119. Docket No. TX96-4-001 – On behalf of the Suffolk County Electrical Agency proposed unbundled embedded cost rates for wheeling of wholesale power across distribution facilities. 2002
120. Case 00-E-1208 – Consolidated Edison: Electric Rate Restructuring – On behalf of Westchester County, addressed reasonableness of having differentiated delivery services rates for New York City and Westchester. 2001
121. Case 01-E-0359 – Petition of New York State Electric & Gas – Multi-Year Electric Price Protection Plan –

Addressed reasonableness of Price Protection Plan (PPP); presented alternative rate plan that called for 20% decrease in utility's base rates. 2001

122. Case 01-E-0011 – Joint Petition of Co-Owners of Nine Mile Nuclear Station – Addressed the reasonableness of the proposed nuclear asset sale and the ratemaking treatment of the after gain sale proposed by NYSEG. 2001
123. Docket No. EL00-62-005 – ISO New England Inc. – Submitted affidavit on reasonableness of ISO's proposed \$4.75/kW/month Installed Capability Deficiency Charge. June 2001
124. Docket No. EL00-62-005 – ISO New England Inc. – Submitted affidavit on reasonableness of proposed \$0.17/kW/month Installed Capability Deficiency Charge. January 2001
125. Docket No. 2861 – Pascoag Fire District: Standard Offer, Charge, Transition Charge and Transmission Charge – Testified on elements of individual charges, procedures for calculation and reasons for changes from previous filed rates. 2001
126. Case 96-E-0891 – New York State Electric & Gas: Retail Access Credit Phase – On behalf of a large industrial customer, testified on cost of service considerations regarding NYSEG's earnings performance under the terms of a multi-year rate plan and the appropriate level of Retail Access Credit for customers seeking alternate service from alternate suppliers. 2000
127. Docket No. ER99-978-000 – Boston Edison Company: Open Access Transmission Tariff – Testified on design, revenue requirement, and reasonableness of proposed formula rates proposed by Boston Edison Company for calculating charges for local network transmission service under open access tariff. 1999
128. Docket Nos. OA97-237-000, et. al. – New England Power Pool: OATT – Testified on design, revenue requirement, and reasonableness of proposed formula rate for transmission service; testified to proposed rates, charges, terms and conditions for ancillary services. 1999
129. Docket No. 2688 – Pascoag Fire District: Electric Rates – Testified on elements of savings resulting from renegotiation of contract with wholesale power supplier and presented analysis that justified need for and amount of base rate increase. 1998
130. New York State Department of Taxation and Finance Versus Zapco Energy Tactics Corporation – Testified on behalf of independent power producer in income tax case regarding tax payments associated with electric interconnection equipment. Testimony focused on policies and practices faced in doing business in New York State. 1998
131. Docket No. 2516 – Pascoag Fire District: Utility Restructuring – Testified on manner and means for utility's restructuring in compliance with Rhode Island Utility Restructuring Act of 1996. Testimony presented a methodology for calculating stranded cost charge, unbundled rates, and new terms and conditions of electric services in deregulated environment. 1997
132. Case 94-E-0334 – Consolidated Edison: Electric Rates – Led Staff team in review of utility's multi-year rate filing seeking increased rates of \$400 million. Directed team in review of resource planning, power purchase contract administration, and fuel and purchased power expenses and testified on reasonableness of company's actions regarding buy-out of contract with an independent power producer and renegotiation of contract with another independent power producer. Lead negotiations for multi-year settlement and performance-based ratemaking package that resulted in a three-year rate freeze. 1994
133. Case 93-G-0996 – Consolidated Edison: Gas Rates – Testified on reasonableness of utility's proposed depreciation rates. 1994
134. Case 93-S-0997 – Consolidated Edison: Steam Rates – Testified on reasonableness of utility's resource planning for steam utility system. 1994

135. Case 93-S-0997 and 93-G-0996 – Consolidated Edison: Steam Rates – Testified on reasonableness of multi-year rate plan proposed by the utility. 1994
136. Case 94-E-0098 – Niagara Mohawk: Electric Rates – Reviewed utility’s management of its portfolio of power purchase contracts with independent power producers for the reasonableness of recovery of costs in retail rates. 1994
137. Case 93-E-0807 – Consolidated Edison: Electric Rates – Testified on rate recovery mechanism for costs associated with termination of five contracts with independent power producers. 1993
138. Case 92-E-0814 – Petition for Approval of Curtailment Procedures – Testified on methodology for estimating amount of power required to be curtailed and staff’s estimate of curtailment. 1992
139. Case 90-S-0938 – Consolidated Edison: Steam Rates – Testified on reasonableness of utility’s embedded cost of service study, and proposed revenue re-allocation and rate design. 1991
140. Case 91-E-0462 – Consolidated Edison: Electric Rates – Implementation of partial pass-through fuel adjustment incentive clause. 1991
141. Case 90-E-0647 – Rochester Gas and Electric: Electric Rates – Analysis and estimation of monthly fuel and purchased power costs for use in utility’s performance based partial pass-through fuel adjustment clause. 1990
142. Case 29433 – Central Hudson Gas and Electric: Electric Rates – Analysis of utility’s construction budgeting process, rate year electric plant in service forecast, lease revenue forecast, forecast and rate treatment of profits from sales of wholesale power and estimation of fuel and purchased power expenses for use in the utility’s partial pass-through fuel adjustment clause. 1987
143. Case 29674 – Rochester Gas and Electric: Electric Rates – Review of utility’s historic and forecast O&M expenditure levels forecast and rate treatment of profits from wholesale power, and estimation of fuel and purchased power expenses, and price out of incremental revenues from increased retail sales. 1987
144. Case 29195 – Central Hudson Gas and Electric: Electric Rates – Review of utility’s construction budgeting process, analysis of rate year electric plant in service, forecast and rate treatment of profits from sales of wholesale power, and estimation of fuel and purchased power expenses. 1986
145. Case 29046 – Orange and Rockland Utilities: Electric Rates – Testified on the reasonableness of the utility’s proposed depreciation rates and expense levels. 1985
146. Case 28313 – Central Hudson Gas and Electric: Electric Rates – Review of utility’s construction budgeting process; analysis of rate year electric plant in service forecast; review of rate year operations and maintenance expense forecast; forecast and rate treatment of profits from sales of wholesale power; estimation of fuel and purchased power expenses. 1984
147. Case 28316 – Rochester Gas and Electric: Steam Rates – Price out of steam sales including the review of historic sales growth, usage patterns and forecast number of customers. 1984

## **OTHER PROJECT HIGHLIGHTS**

### *Rate Setting and Valuation Experience*

1. Rate Setting - Village of Hamilton, NY – Prepared rate filing before the New York Public Service Commission for the Village of Hamilton Gas Department 2020

2. Valuation Report – Morrisville Water and Light Department – Prepare report on the proper valuation of transmission and distribution assets for the purposes of property taxation. 2020
3. **Rate Setting** – Village of Boonville – Case No. 19-E-0177 – Prepared rate filing before the New York Public Service Commission for the Village of Boonville Electric Department to increase its annual electric revenues. 2019
4. **Rate Setting** – Entergy Mississippi – On behalf of the Mississippi Public Utilities Staff prepared report on the reasonableness of Entergy Mississippi’s depreciation study. 2019
5. **OATT Rates** – On behalf of several municipal utilities in New England – Developed cost based annual revenue requirements for regional network transmission rates; represent utilities before ISO New England committees on transmission rate setting issues. Ongoing
6. **Rate Setting** – Village of Hamilton – Case No. 18-E-0722 – Prepared rate filing before the New York Public Service Commission for the Village of Hamilton Electric Department to increase its annual electric revenues. 2018
7. **Rate Setting** – Village of Bath – Case No. 17-G-0423 - Prepared rate filing before the New York Public Service Commission for the Village of Bath Gas Department to increase its annual gas revenues. 2017
8. **Rate Setting** – Village of Bath – Case No. 17-E-0429 - Prepared rate filing before the New York Public Service Commission for the Village of Bath Electric Department to increase its annual electric revenues. 2017
9. **Rate Setting** – Village of Boonville – Case No. 16-E-0565 – Prepared rate filing before the New York Public Service Commission for the Village of Boonville Electric Department to increase its annual electric revenues. 2016
10. **Rate Setting** – Dover Plains Water Company – Case 14-W-0378 -- Prepared rate filing before the New York Public Service Commission for the Dover Plains Water Company to increase its annual water revenues. 2014
11. **Rate Setting** – Village of Castile – Case No. 14-E-0358 – Prepared rate filing before the New York Public Service Commission for the Village of Castile Electric Department to increase its annual electric revenues. 2014
12. **Depreciation Study** – Village of Swanton – On behalf of the Village of Swanton, Vt. Electric Department prepared a depreciation study for use in setting new depreciation rates to be submitted to the Vermont Public Service Board. 2014
13. **Rate Setting** – Village of Hamilton – Case 13-G-0584 – On behalf of the Village of Hamilton, NY designed initial rates for new municipal gas utility. Beginning with a preliminary feasibility study to determine the feasibility of initiating a natural gas utility within the Village of Hamilton performed feasibility study to determine potential load, supply options, construction cost and overall economics of such a venture. The feasibility study concluded that natural gas was economical if a lateral line was run from interstate pipelines to serve the University alone but not to the Village due to the Village’s low load factor. The feasibility study also concluded that it would be even more economical if both the Village and University both started using natural gas to serve their needs. After reporting the results of the feasibility study Mr. Radigan was then retained to turn the feasibility study into reality and to stay with the project from its concept phase to inception and beyond. He was then assigned to do a market penetration analysis to determine potential build out of the system and was charged with load forecasting, design day forecasting, market penetration analysis, economic analysis via alternative fuels, route planning, resource planning (an interesting assignment in an area that had no firm capacity and had to rely on backhauling) and the rate design for both firm and interruptible customers. 2013-Present

14. **Rate Setting** – Fillmore Gas Company - Case No. 13-G-0039 - Prepared rate filing before the New York Public Service Commission for the Fillmore Gas Company to increase its annual gas revenues. 2013
15. **Rate Setting** – Alliance Energy - Case No. 12-G-0256 - Prepared rate filing before the New York Public Service Commission for the Alliance Energy Transmission, LLC to increase its annual gas transportation. 2012
16. **Rate Study** – Atmos Energy – Docket No. 11-UN-184 – On behalf of the Mississippi Public Service Commission, submitted report on reasonableness of Company’s depreciation study. 2012
17. **Rate Study** – Entergy Mississippi –Docket No. 11-UA-83 -- On behalf of the Mississippi Public Service Commission, prepared report on the reasonableness of Entergy Mississippi’s depreciation study. 2012
18. **Rate Case Cost of Service Study** – Mississippi Power Company – On behalf of the Mississippi Public Service Commission, prepared report on reasonableness of embedded cost of service study submitted by Mississippi Power Co. 2012
19. **Rate Case Cost of Service Study** – Boonville, NY – Prepared class load study and embedded cost of service study to justify change in rate design for the purpose of conserving energy. 2010-2012
20. **Rate Setting** – Alliance Energy Transmission - Case No. 12-G-0256 – Prepared rate filing before the New York Public Service Commission for Alliance Energy Transmission. 2012
21. **Rate Setting** – Hamilton, NY - Case No. 12-E-0286 - Prepared rate filing before the New York Public Service Commission for the Village of Hamilton, NY to increase its annual electric revenues. 2012
22. **Rate Setting** – Fairport, NY – Case No. 11-E-0357 - Prepared rate filing before the New York Public Service Commission for the Village of Fairport, NY to increase its annual electric revenues. 2011
23. **Jurisdictional Cost of Service** – Mississippi Power Company – On behalf of the Staff of the Mississippi Public Utilities Staff prepared a report on the reasonableness of the Company’s jurisdictional cost of service study. 2010
24. **Rate Analysis** – Southwestern Power Company – On behalf of a coalition of retail customers analyzed reasonableness of utility’s request to include the costs of Construction Work In Progress Expenditures in rates for a power plant known as the Turk Plant. 2010
25. **Rate Study** – Stowe Electric Department, VT – Docket No. 8169 – For small municipal electric utility, filed rate case before the Vermont Public Service Board. 2010
26. **Docket No. 10-10-03** – Assisted in the CT OCC’s review and development of recommendations for the Review of the 2011 Conservation and Load Management Plan. 2010
27. **Rate Setting** – Endicott, NY - Case No. 10-E-0588 – Prepared rate filing before the New York Public Service Commission for the Village of Endicott, NY to increase its annual electric revenues. 2010
28. **Rate Case Cost of Service Study** – Heritage Hills Water Works – For small water company, performing cost of service study for the preparation of a full cost of service study before the New York Public Service Commission. 2009
29. **Rate Case Cost of Service Study** – Stowe Electric Department, NY – For small municipal electric utility, assisted in the preparation full cost of service study before the Vermont Public Service Board. 2009
30. **Rate Setting Training** – MMWEC – Assisted in training MMWEC staff on rate setting process so that they could provide service to members. 2009

31. **Rate Setting** – Connecticut Natural Gas -- Docket No. 08-12-06 - Assisted the Connecticut Office of Consumer Counsel on the analysis of the reasonableness of the of the Company’s proposed revenue requirement. 2009
32. **Rate Filing** – Heritage Hills Water Works – Case No. 08-W-1201 – Prepared rate filing before the New York PSC for the Heritage Hills Water Works Corporation to increase its annual water revenues. 2008
33. **Rate Study** – Hudson River Black River Regulating District -- For regulating body performed detailed cost of service allocation in order to allocate costs among beneficiaries of water regulation. 2008
34. **Rate Case Cost of Service Study** – Village of Greene, NY – For small municipal electric utility, assisted in the preparation full cost of service study before the New York Public Service Commission. 2008
35. **Rate Case Cost of Service Study** – Village of Bath, NY – For small municipal electric utility, assisted in the preparation full cost of service study before the New York Public Service Commission. 2008
36. **Rate Case Cost of Service Study** – Village of Richmondville, NY – For small municipal electric utility, assisted in the preparation full cost of service study before the New York Public Service Commission. 2008
37. **Economic Development Rate** – Massena Electric Department – For municipal electric utility, developed tariffs for economic development rates for new or expanded load.
38. **Rate Case Cost of Service Study** – Village of Hamilton, NY – For small municipal electric utility, prepared full cost of service study before the New York Public Service Commission. 2004
39. **Rate Study** – Pascoag Utility District – Reviewed the application of the Power Authority of the State of New York to increase rates to its wholesale power customers. 2003
40. **Rate Study** - Kennebunk Power and Light Department – Performed rate study of new multi-year wholesale power contract against existing rates to determine impact on overall revenue recovery and cash flows of utility. 2003
41. **Rate Case Cost of Service Study** – Village of Arcade, NY – For small municipal electric utility, assisted in the preparation full cost of service study before the New York Public Service Commission. 2003
42. **Rate Case Cost of Service Study** – Village of Philadelphia, NY – For small municipal electric utility, assisted in the preparation full cost of service study before the New York Public Service Commission. 2003
43. **Rate Case Cost of Service Study** – Village of Hamilton, NY – For small municipal electric utility, prepared full cost of service study before the New York Public Service Commission. 2004
44. **Rate Case Cost of Service Study** – Fillmore Gas Company – For small natural gas local distribution company, performing cost of service study for internal budget controls and formal rate case before the New York Public Service Commission. 2003
45. **Rate Case Cost of Service Study** – Rowlands Hollow Water Works – For small water company, performing cost of service study for internal budget controls and formal rate case before the New York Public Service Commission. 2003
46. **Standby Rates** – Independent Power Producers of New York – Analyzed reasonableness of proposed standby rates of Niagara Mohawk Power Corporation; proposed alternate rate designs; participated in settlement negotiations for new rates. 2002
47. **Economic Development Rates** – Pascoag Utility District – Designed new cost based economic development rates charged to large industrial customer contemplating locating within the municipality. 2002

48. **Municipalization Study** – Kennebunk Power and Light Department – Performed economic analysis of municipal utility serving remaining portions of Village not already served; performed valuation of the plant currently owned by Central Maine Power. 2001
49. **Water Rate Study** – Pascoag Utility District – Performed cost of service study for water utility; presented alternate methods of funding revenue requirement. 2001
50. **Pole Attachment Rates** – Middleborough Gas and Electric Department – Designed cost based pole attachment rates charged to CATV customers. 2000
51. **ISO Service Tariff** -- On behalf of three municipal utilities, analyzed cost basis and proposed rate design of ISO Service Tariffs. 2000
52. **Pole Attachment Rates** – City of Farmington, New Mexico municipal electric department – Designed cost based pole attachment rates for CATV customers. 1999
53. **Consolidated Edison Restructuring** – Member NYSPSC Staff team – Negotiated major restructuring settlement with Consolidated Edison, which decreased utility’s rates by \$700 million over five years; implemented retail access program; performed rate unbundling; divestiture of utility generation and the allowance of the formation of a holding company; accelerated depreciation of generation; established customer education programs on restructuring; established service quality and service reliability incentive to ensure that provision of electric service will diminish as competitive market emerges. The agreement served as the template for restructuring in New York. 1997
54. **Cost-of-service Review and Rate Unbundling** – Performed rate unbundling of retail rates of Orange & Rockland Utilities, Inc. to facilitate delivery of New York Power Authority energy to customer located in Orange & Rockland’s service territory. 1992
55. **Vintage Year Salvage and Study** - Managed joint study of staff from Rochester Gas and Electric Corporation and NYSPSC to determine feasibility of using vintage year salvage accounting for determining future salvage rates. 1985

### *Wholesale Commodity Markets*

**Transmission Expansion Planning** – Various Utilities -- Member of Transmission Expansion Advisory Committee in the New England Power Pool – the Committee is charged with the study of transmission expansion needs in the deregulated New England electric market. Ongoing

**Locational Based Pricing** – Reading Municipal Light Department -- Using GE multi-area production simulation model (MAPS), analyzed New England wholesale power market to cost differences between various generators and load centers. 2003

**Merchant Plant Analysis** – Confidential client – Using GE multi-area production simulation model (MAPS), analyzed New York City wholesale power market to determine economics of restructuring PURPA era contract to market priced contract. 2002

**Market Price Forecasting** – El Paso Merchant Energy – Analyzed New England power market using MAPS for purpose of pricing natural gas supply in order to ensure that plant was dispatched at 70% capacity factor as required under its gas supply contract. 2002

**Market Price Analysis** – Novo Windpower – Analyzed hourly market price data in New York for each load zone in State in order to optimize location of new wind power projects. 2002

**Gas Aggregation** – Village of Ilion – Advised client on costs/benefits of aggregating residential gas customers for



purpose of gas purchasing. 2002

**Gas Procurement** – Albany County, New York – Assisted client in analysis of economics of existing gas purchase contract; negotiated termination of contract; designing request for proposal for new natural gas supply. 2000

**HQ Prudence Review** – Selected by Vermont Public Service Board to perform prudence review power supply contract between Hydro Quebec and Central Vermont Public Service Corporation. 1998

**Wholesale Power Supply** – Prepared comprehensive RFP to optimize power supply for Solvay municipal utility by complementing existing low cost power supplies in order to entice new industrial load to locate within Village. 1997

**Analysis of Load Pockets and Market Power** – Performed analysis of load pockets and market power in New York State; determined physical and financial measures that could mitigate market power. 1996

**Study of IPP Contracts and Impacts in New York** – Performed study to determine rate impacts of power purchase contracts entered into by investor owned utilities and independent power producers (IPPs); separately measured rate impacts resulting from statewide excess-capacity; determined level of non-optimal reserves for each utility. 1995

**Power Purchase Contract Policies and Procedures** – Directed NYSPSC Staff teams in formulation of short- and long-run avoided cost estimates (LRACs) using production simulation model (PROMOD); forecasted load and capacity requirements; developed utility buy-back rates; presented expert witness testimony on buy-back rate estimates and calculation methodologies, thereby implementing curtailment of IPPs as allowed under PURPA. 1990-1994

**Integrated Resource Planning** - Led NYSPSC Staff team's examination of each utility's IRP process and examination of impacts of processes and regulatory policies influencing the decision making process. 1994

**Intrastate Wheeling Commission Transmission Analysis and Assessment** – Chairman of NYSPSC Proceeding to examine plans for meeting future electricity needs in New York State. Addressed measures for estimating and allocating costs of wheeling, including embedded cost, short-run marginal cost and long run incremental cost methods. 1990

### ***Environmental Issues***

**Energy Conservation Study** – Pascoag Utility District – Designed energy conservation rebate program based on cost benefit study of various alternatives. Program funded through State mandated collection of energy conservation monies from ratepayers. 2002

**Clean Air Act Lawsuit** – New York State Attorney General – Investigated modifications made at coal fired generating units of New York utilities to determine whether major modifications were made with obtaining pre-construction permits as required by the Prevention of Significant Deterioration (PSD) provisions of the Act. 1999-2002.

**Environmental Impact Study and Simulation Modeling Analysis** – Analyzed potential environmental impacts of restructuring electric industry in NY using production simulation model PROMOD. 1996

**Renewable Resources** – Project Leader in NYSPSC proceeding regarding development and implementation of utility plans to promote use of renewable resources. 1995

**Environmental and Economic Impacts Study** – Directed study of pool-wide power plant dispatch with environmental adders to determine environmental and economic effects of dispatching electric power plants with monetized environmental adders. 1994

**Clean Air Impact Study** – Directed study of effects of the Clean Air Act of 1990. Measured statewide cost savings if catalytic reductions control facilities were elected to comply with 1990 Clean Air Act Amendments; installed components on units in metropolitan NY region. 1994

**Environmental Externalities and Socioeconomic Impacts Study** – Managed NYSPSC proceeding to determine whether to incorporate environmental costs into Long-Run Avoided Costs for the State’s electric utilities. Study purposes: explore the socioeconomic impacts of electric production as compared with DSM; monetize environmental impacts of electricity. 1993

## **PRESENTATIONS AND PUBLICATIONS**

National Association of State Utility Consumer Advocates Annual Conference, 2012 – Speaker on accelerated main replacement programs

National Association of State Utility Consumer Advocates Annual Conference, 2008 – Speaker on a case study of “Smart Metering”

Multiple Intervenors Annual Conference – What Will Impact Market Prices? 1998, Syracuse, New York – Speaker on the impact that deregulation would have on market prices for large industrial customers.

IBC Conference – Successful Strategies for Negotiating Purchased Power Contracts, 1997, Washington, DC – Speaker on NY power purchase contract policies, ratepayer valuation, contract approval process and policy on recovery of buyout costs.

Gas Daily Conference – Fueling the Future: Gas’ Role in Private Power Projects, 1992, Houston, Texas – Panel member addressing changing power supply requirements of electric utilities.

Phillip S. Teumim and Frank W. Radigan: The Small Water Company Dilemma: Processes and Techniques for Effective Regulation, *National Regulatory Research Institute 2011-18*

## **MEMBERSHIPS/ASSOCIATIONS**

Member Municipal Electric Utility Association  
New York State Independent System Operator

# Sean A. Graham

2710 Lake Moraine Road

Hamilton, New York 13346

(315) 750-9218

- SEEKING SENIOR CONSULTANT OPPORTUNITY WITH A FOCUS ON MUNICIPALLY OWNED ELECTRIC, NATURAL GAS, WATER AND WASTE-WATER UTILITIES.

## EXPERIENCE

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### THE VILLAGE OF HAMILTON, NEW YORK 1996 TO PRESENT

- Village Administrator including Director of Utilities & Public Works
  - General Manager of Hamilton's four public utilities – electric, natural gas, water and waste-water – with full operation and financial responsibilities
  - Oversaw the development – from concept to completion (2009 – 2014), including public presentations and government referendums – of Hamilton's natural gas distribution system, including design, capital development, contract negotiations, all facets of obtaining a new city-gate connection and transportation service with Tennessee Gas Pipeline Co., all environmental and regulatory approvals, rates and tariffs, and construction
  - Oversee utility-system upgrades to meet ever-changing compliance codes
  - Manage and supervise outsourced legal, engineering, environmental, financial, regulatory, and related consulting resources
  - Prepare & Cost Annual Capital Projects for Natural Gas, Water, Wastewater, Electric, Public Works, Parks & Airport/Airpark Departments
  - Develop Policies & Operating Procedures for Natural Gas, Water, Wastewater, Electric, Public Works, Parks & Airport/Airpark Departments.
  - Supervise & Coordinate All Bidding Documents & Specifications with Professional Designers
  - Assist Village Treasurer and Department Heads with Annual Budget Development
  - Ensure Compliance with All Local, County, State and Federal Rules, Regulations & Codes
  - Advise the Mayor, Board of Trustees & The Municipal Utilities Commission
- Positions with Related Organizations
  - NY Municipal Power Agency (NYMPA) Executive Committee from 2002-2007 President 2006-2007
  - Central Regional liaison to Municipal Electric Utility Association (MEUA) 10 Years
  - Treasurer for Independent Energy Efficiency Program (IEEP) 2 Years

### THE VILLAGE OF COOPERSTOWN, NEW YORK 1989 TO 1996

- Public Works Administrator
  - Village Codes Official
  - Otsego Watershed Inspector
  - Occupational Safety & Health Manager
  - Sewer Inspector

# COMPLETED PROJECTS

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- Develop and Operate a New Municipally Owned and Operated Natural Gas Utility (\$7,500,000)
- Upgrade WWTP to Meet Newly Imposed NYSDEC Discharge Limits (\$14,000,000)
- 806,000 Gallon Natgun Wire Wound Concrete Potable Water Tank (\$750,000)
- Renovation of Village Green (\$560,000)
- Total Reconstruction of Numerous Village Streets, Including Water, Wastewater and Storm Water installation (\$1,000,000+)
- Development of A New 1.2 Million Gallon/Day Water Supply Well (\$500,000 +)
- Construction of New Streets, Water Mains, Sewer Mains, Storm Water Collection System, and Electric Distribution to Village Owned Economic Development Property (\$1,700,000)
- 5000 Square Foot Addition to Community Library and Renovation to Existing Structure (\$1,100,000)
- Modifications to Village Wastewater Treatment Plant (\$75,000)
- Installation of A New Fine Screen at The Wastewater Treatment Plant (\$45,000)
- Upgrade of The Runway and Taxiway Lighting at The Hamilton Municipal Airport (\$340,000)
- Sub-base Reconstruction and Pavement Resurfacing of Taxiway's "A" & "B" (\$100,000)
- Electric Substation Up Grades (\$1,860,000)
- Work Closely with Colgate University During Expansion Projects

# EDUCATION

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## United State Navy Sea Bees, 1976-1981

- Electrical Theory I & II
- Exchange Systems
- Basic Electronics & Electricity
- Construction Electrical (A) School
- Shore Based Power Plant Operations
- Electric Power & Telephone Distribution
- Project Planning & Estimating

## *Other Training*

- Federal DOT Drug & Alcohol Training, December 1995
- UFPO Seminars 1995
- Cornell University, Surveying Methods for Highway Depts. 1995
- Cornell University, Hot & Cold Mix Paving, 1995
- OSHA Training, 1995
- Cornell, Chip Seals & Surface Treatments, 1995
- NYS Soil Sediment & Erosion Control Training, 1996

# REFERENCES

---

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Tom Hughes, TRH&A Public Utility Consultant  
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AGREEMENT BETWEEN  
THE VILLAGE OF HAMILTON  
AND THE  
HAMILTON POLICEMEN'S BENEVOLENT  
ASSOCIATION

JUNE 1, 2016 – MAY 31, 2019

## **SECTION I – RECOGNITION AND MANAGEMENT RIGHTS**

- A. This Agreement is made by and between the Village of Hamilton (“Village”) and the Hamilton Policemen’s Benevolent Association (“PBA”). It will be effective June 1, 2016 through May 31, 2019.
- B. The Village recognizes the PBA as the sole and exclusive collective bargaining agent with respect to wages, fringe benefits, hours and conditions of work for all full-time and part-time employees in the job classifications of Police Officer and Police Sergeant, excluding the Administrative Officer and all other employees. The economic terms of this Agreement shall apply to said regular part-time officers only where expressly stated and as such shall be limited to Section V – Uniforms, Section IX – Retirement Benefits, Section X© - Hourly Wages for Part-Time Officers, Section X(D),© - Overtime Pay and Section XVIII – Holiday Premium Pay.
- C. The Employer retains the exclusive right to determine the mission and manage the operation of the Police Department and to direct and control the workforce in its sole discretion, except as limited by the express terms of the Agreement. The management function includes, but is not limited to, the following rights: to hire, promote, transfer, layoff, discipline, discharge, determine hours and schedules of work, and to add, eliminate or otherwise change such duty assignments; to decide qualifications and promulgate rules and regulations; to create and abolish job titles and change the number of employees working in any job classification; to require standards of performance and maintenance of order and efficiency; to discontinue, consolidate and reorganize part or all of the operation; to introduce new or improved methods; to install or remove equipment, to make technological improvements; and to determine whether, and to what extent, the work required in operating the Village’s business and supplying its services shall be performed by employees covered by this Agreement.

## **SECTION II – LONGEVITY PAY**

Employees will be entitled to receive a lump sum longevity payment each year in accordance with the following schedules; Seniority years completed as of June 1 (beginning of contract year)

<u>Seniority Years</u>	<u>Longevity</u>
<u>Payment</u>	
5-9 years	\$250.00
10-14 years	\$350.00
15 – 19 years	\$450.00
20-24 years	\$550.00
25 to retirement	\$800.00

## **SECTION III – VACATIONS**

- A. Full-time employees will be entitled to a paid vacation in accordance with the following schedule:

Seniority Months or Years

<u>Completed</u>	<u>Paid Days</u>	<u>Paid Hours</u>
6 months	5*	40
1 year	10	80
6 years	11	88
7 years	12	96
8 years	13	104
9 years	14	112
10 years	15	120
11 years	16	128
12 years	17	136
13 years	18	144
14 years	19	152
15 years	20	160

\* The five (5) vacation days at the six (6) months level of service are advanced, and will be charged against, the ten (10) vacation days earned at the one (1) year level of service if vacation time is taken between the first six (6) months and one (1) year of service.

- B. It is expected that all employees qualifying for vacation shall take their vacation time off. However, upon written request by the employee and subject to the approval of the Police Chief, unused vacation leave may be carried over from anniversary year to anniversary year, but in no instance will accumulation of vacation leave in excess of 320 hours be permitted. In the alternative, the employee may elect to be paid for unused vacation time. Such pay for unused vacation time shall be at the base rate of pay that was paid during the year that the vacation time was earned.
- C. Upon termination/separation, the Employer will buy back unused vacation time at the base rate of pay that was paid during the year that the vacation time was earned.
- D. The time and scheduling of vacations will be at the employee's request and with the approval of the Employer. In the event of a conflict between the preferences of two or more employees, seniority shall prevail, provided the more senior employee has made a timely request for a vacation preference.
- E. A day's vacation pay is computed at the employee's straight time base hourly rate for eight (8) hours. An employee who has been approved for vacation time who so requests shall be paid in advance of their scheduled vacation.

#### **SECTION IV – EARNED DEGREES**

Upon receiving proof of earned degrees, employees shall receive annually lump sum payments for each degree, as follows:

Associate Degree	\$250.00
Bachelor's Degree	\$500.00

#### **SECTION V – UNIFORMS**

- A. As needed, the Village will provide uniforms and shoes to full-time and part-time police officers.



B. It will be the responsibility of each employee to maintain, account for, and upon termination or retirement, to return all uniforms, equipment and other property of the Employer that was issued to him.

C. Uniform section c. it shall be the sole responsibility of the employer to provide new ballistic vests to all employees as their current assigned ballistic vest expires.

**SECTION VI – PERSONAL PROPERTY DAMAGE**

The Employer shall replace personal property at replacement value at the time of loss.

**SECTION VII – HEALTH INSURANCE**

A. The Employer will pay 75% of the cost of individual medical, individual dental, individual vision and dependent medical coverage for all full-time employees. The employee shall pay 100% of the cost of dependent vision and dependent dental coverage. Coverage for new employees will continue to become effective on the first day of the second month following the date of appointment (i.e. if the appointment date is March 9, coverage is effective May 1).

B. The Employer will cease paying the cost of insurance after an employee has been absent from work for more than 18 months due to injury or illness covered by Worker’s Compensation or Disability, or due to layoff.

C. The Employer may change insurance carriers at any time, provided that the level of coverage overall is substantially equivalent to that provided under the current plan. It is understood that the master policy shall control all matters, including questions concerning coverage and benefits.

D. An employee may choose to use up to three (3) days of vacation time toward their health insurance contribution. The number of vacation days to use shall be selected by the employee on an annual basis. The total value of the days indicated below shall be divided into equal amounts and deducted each pay period.

- 1 day - \$175
- 2 days - \$350
- 3 days - \$525

E. The Employer will provide a medical insurance plan for a full-time employee with 10 years of continuous full-time service with the Village who retires into the New York State Retirement System. The Employer will pay 75% of the premium cost for individual coverage upon the employee’s retirement. The employee’s dependent(s) may participate in the plan at 100% cost to the individual employee subject to plan provisions. The 10-year service requirement will be waived if an employee receives a work-related disability retirement through the New York State Retirement System.

**SECTION VIII – LIFE INSURANCE**

A. The Employer will pay the full cost of the present life insurance coverage (\$10,000.00) for full-time employees for the duration of this Agreement.

- B. The Employer will cease paying the cost of insurance after an employee has been absent from work for more than 18 months due to injury or illness covered by Workers’ Compensation or Disability or due to layoff.
- C. The Employer may change insurance carriers at any time provided that the level of coverage overall is substantially equivalent to that provided under the current plan. It is understood that the master policy shall control all matters, including questions concerning coverage and benefits.

**SECTION IX – RETIREMENT BENEFITS**

- A. The Employer shall continue to participate in the New York State Police and Fire Retirement System for eligible employees under New York State Retirement and Social Security Law Section 384-d, 20 year Non-Contributory Plan. Notwithstanding the foregoing, said Plan shall be contributory for those employees with Retirement System membership dates occurring on or after January 9, 2010 (i.e., Tier 5 and Tier 6 members) or as otherwise required by the rules and regulations of the Retirement System.
- B. The Employer will agree to participate in the Final Average Salary (FAS) plan offered by the New York State Retirement System where benefits for retirement are based upon the final 12 months worked by an employee.

**SECTION X – SALARIES**

- A. The June 1, 2016 – May 31, 2019 annual base salary schedule for full-time employees, and the June 1, 2016 – May 31, 2019 base hourly rates for part-time employees, in the classification of Police Officer shall be increased as follows:

Effective 6/1/16 - +2.5%  
 Effective 6/1/17 - +2.5%  
 Effective 6/1/18 - +2.5%

The annual base salary for any full-time employees in the classification of Sergeant shall be five percent (5%) higher than the base annual salary for the classification of Police Officer at the equivalent seniority service level.

- B. Accordingly, full-time employees in the job classification of Police Officer will be paid according to the following salary schedule, based on seniority with the Village in that classification:

	<u>START</u>	<u>1YEAR</u>	<u>3YEARS</u>	<u>5 YEARS</u>
Effective 06/01/16	\$40,685	\$47,105	\$53,448	\$59,956
Effective 06/01/17	\$41,702	\$48,283	\$56,153	\$61,455
Effective 06/01/18	\$42,745	\$49,490	\$57,557	\$62,991

Full-time employees in the job classification of Police Sergeant will be paid according to the following salary schedule, based on seniority with the Village in that classification:

	<u>START</u>	<u>1YEAR</u>	<u>3 YEARS</u>	<u>5 YEARS</u>
Effective 06/01/16	\$42,313	\$48,682	\$56,975	\$62,954

Effective 06/01/17	\$43,370	\$49,899	\$58,400	\$64,527
Effective 06/01/18	\$44,455	\$51,146	\$59,860	\$66,140

\*The employee encumbering the position of Police Sergeant on June 1, 2016 shall be treated as being at the five year service level for purposes of administration of the salary schedule for the classification of Police Sergeant.

Each full-time employee and each part-time employee who is covered by this Agreement and who is still on the Village’s active payroll as of the beginning of the first full payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment computed upon the difference between his/her new base salary/hourly rate effective June 1, 2016 and thereafter, and the amount previously received for those hours or periods actually compensated, including overtime, if any, running from June 1, 2016 to the time when the new base salary/hourly rate adjustments under this Agreement are implemented.

- C. A full-time Police Officer will progress from the minimum salary to the maximum salary on the basis of their completed years of work in that job classification, as per the salary schedule. The Village may give seniority credit for wage schedule purposes to newly hired full-time Police Officers in recognition of prior work experience.
- D. Part-time employees in the job classification of Police Officer will be paid an hourly wage at the following rates. Part-time officers who work at least 250 hours for the Village from June 1 to May 31 in the prior year shall be entitled to advance one (1) step on the schedule effective each June 1. A part-time employee who does not work at least 250 hours for the Village during the prior year as defined above shall remain at or return to base rate on June 1.

	<u>Base Rate</u>	<u>Step 1</u>	<u>Step 2</u>
Effective 06/01/16	\$20.12	\$20.41	\$20.71
Effective 06/01/17	\$20.62	\$20.92	\$21.22
Effective 06/01/18	\$21.14	\$21.44	\$21.75

- E. Part-time employees will be paid overtime pay at a rate of one and one-half (1 ½) straight time when a holiday is worked.
- F. Employees will be paid overtime pay at a rate of one and one-half (1½) straight time for any time worked over 40 hours per seven (7)-day pay period. All overtime is subject to prior approval by the Employer. The Employer may give an employee compensatory time off if they mutually agree to such an arrangement or in the event of the Employer’s budgetary constraints. Employees who have been allowed to accrue compensatory time off must be allowed to use some or all of such time within a reasonable period after requesting the use of the time, unless to do so would unduly disrupts the Employer’s operations.
- G. At any time with 90 days notice the Village of Hamilton can convert to a bi-weekly pay period.

**SECTION XI – SHIFT DIFFERENTIAL**

A shift differential of \$1.00/hour shall be paid to full-time employees covered under this Agreement for those shift hours worked between 4:00 p.m. and 8:00 a.m.

## **SECTION XII – REPORTING FOR DUTY**

Through the length of the Agreement, all officers shall report to work fifteen (15) minutes prior to the beginning of their scheduled shift in order to change uniform, be appropriately briefed and ready to work on the hour. These fifteen (15) minutes will be subject to overtime wages. However, the Village will reserve the right to pay an employee only when the employee actually reports fifteen (15) minutes early, not for any time less than that on any given day. The only exceptions will be in cases of emergency as presented to and agreed to by the Chief of Police. In addition, any employee reporting late for duty will have his wages docked the applicable amount of time lost due to tardiness.

## **SECTION XIII – BEREAVEMENT LEAVE**

- C. In the event of a death in an employee's immediate family (spouse, child, parent, stepparent, brother, sister, grandparent, father-in-law or mother-in-law), the employee will be granted up to a maximum of three (3) days leave with pay for days that he would otherwise have worked in order to attend funeral services.
- D. In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee will be granted up to one (1) day leave with pay for a day that he would otherwise have worked in order to attend funeral services.

## **SECTION XIV – TRAINING AND EDUCATION**

- A. The cost of the basic school will be paid in full by the Employer to include meals, books, mileage and required equipment such as athletic gear and class "B" uniforms.
- B. Employees may request permission to receive reimbursement for tuition and textbook expenses in connection with courses that will improve the employee's job skills and performance. Requests must be submitted to the Employer at least two (2) weeks prior to the commencement of the course in question. The Employer may grant or deny the request at its discretion, considering among other factors, the number of requests that year and the relationship between the course of study and necessary job skills.
- C. The Employer will make reimbursement for courses that it has approved upon presentation by the employee of a certificate or transcript of successful completion.

## **SECTION XV – PERSONAL LEAVE**

Through the length of this Agreement, all full-time employees will be entitled to three (3) days personal leave annually, to awarded beginning on the employee's first anniversary date.

## **SECTION XVI – SICK LEAVE**

- A. Full-time employees shall accumulate five-sixth of a day of sick leave for every one month worked beginning with the first month following the date of hire. A "month worked" is defined for purposes of this Article as a calendar month in which an employee receives pay for at least 10 days' work. Sick leave may be accumulated up to a maximum of 165 days for use with the Section 384(d) option of the New York State Retirement System. Such leave may be used in

one-half day segments or hourly, and shall be compensated at the employee's regular straight-time hourly rate. Upon the effective date of this Agreement, each employee will be credited with the unused sick leave that he/she may have accumulated under the terms of the prior labor agreement, and will begin accumulating further sick leave days during the first calendar month following the effective date of this Agreement. Upon resignation, or discharge, an employee shall forfeit accumulated sick leave.

- B. Employees covered under this Agreement who are contributors to their health insurance coverage may, upon retirement use accumulated sick leave at 75% of their existing hourly rate toward continued health coverage.
- C. If an employee is absent due to sickness for three (3) or more consecutive days that they had been scheduled to work, or if the Employer suspects an abuse of the sick leave policy, i.e. extending weekends, holidays, vacations or other time off, the Chief of Police may, at his discretion, require a doctor's statement certifying that the employee was unable to work due to a medical condition or sickness.
- D. To be eligible for sick leave pay, the employee must, whenever possible, notify the Employer of his absence at least two (2) hours before the commencement of the employee's scheduled shift. If notification could have been made but was not, sick leave pay will not be provided.
- E. Whenever an employee is absent due to sickness or disability for four (4) consecutively scheduled workdays, or more, the employee must notify the Employer of intent to return at least twenty-four (24) hours in advance.

#### **SECTION XVII – CALL BACK**

When an employee is called into work after a twenty (20) minute lapse of time since their regular shift has ended, the employee will be paid a minimum of two (2) hours and full time employees will receive the base rate of pay plus one-half (1/2) of base pay per hour.

#### **SECTION XVIII – HOLIDAYS**

- A. The following days will be recognized as holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day
Labor Day	
Floating holiday	½ Day New Year's Eve

A.(1) Full time employee shall receive a onetime payout on the first Friday in December for the total number of recognized holidays (12) and if that employee actually works on that recognized holiday they earn 1 ½ times their base salary during that week payout. The individual employee may also elect to add the 12 recognized holidays to their compensatory time in lieu of being paid for the holidays.

- B. If a full-time employee does not work on an above designated holiday, he/she shall receive straight time holiday pay for the holiday not worked. If a full-time employee works on a

designated holiday, he/she shall receive straight time holiday pay plus additional time and one-half (1 ½) pay for the time actually worked.

If a part-time employee works on a designated holiday, he/she shall be paid at a rate of time and one-half (1 ½) pay for the time actually worked on the holiday. There shall be no additional pay/holiday pay for part-time employees.

**SECTION XIX – MEALS AND TRAVEL ALLOWANCE**

- A. When an employee is on required assignment outside the Village, the Village will either provide transportation or reimburse the employee for the use of their own vehicle at the current IRS mileage rate per mile for necessary travel.
- B. A meal allowance shall be paid when such assignment requires his absence from the Village for more than six (6) consecutive hours as follows:

12:00 midnight to 8:00 a.m.	\$5.00
8:00 a.m. to 4:00 p.m.	\$5.50
4:00 p.m. to 12:00 midnight	\$12.00

**SECTION XX – OFFICER TRAINING – BASIC SCHOOL**

The Village will continue its practice of paying the cost of basic police officer training, including compensation. In consideration of that expense, the Village and the PBA agree that a full-time officer who accepts such training and compensation will be required to reimburse the Village if they should leave the employment of the Village Police Department before completing two (2) years of service in accordance with the following schedule, not to exceed the actual cost incurred by the Village:

<u>Length of Service with Village PD (Including time in training)</u>	<u>Reimbursement Required</u>
Zero – Six Months	\$6,000.00
Six Months – One Year	\$4,000.00
One Year – 18 Months	\$3,000.00
18 Months – Two Years	\$2,000.00

**SECTION XXI – PART-TIME POLICE OFFICER STATUS**

Upon review by the Chief of Police, any part-time employee in the classification of Police Officer that does not complete a minimum of (96) hours of paid employment in that classification with this department in any budget year, i.e. June 1<sup>st</sup> to May 31<sup>st</sup> may be terminated without further cause.

**SECTION XXII – NO STRIKE**

The PBA agrees that it will not cause, instigate, encourage or condone any strike, concerted refusal to perform assigned work, or any other kind of job-related action, which is designed to impede or has the effect of impeding normal, efficient operations of the Department.

**SECTION XXIII – TAYLOR LAW**

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SUBSECTION 204(a) OF THE CIVIL SERVICE LAW, 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.

It is agreed by the Village of Hamilton and the Hamilton PBA that the terms and conditions herein will remain in effect for the duration of this Agreement

The parties by their duly authorized representatives have executed this Agreement on the dates indicated below.

For the Village of Hamilton:

Dated: \_\_\_\_\_

\_\_\_\_\_

For the Hamilton PBA:

Dated: \_\_\_\_\_

\_\_\_\_\_



HANCOCK

ESTABROOK, LLP

COUNSELORS AT LAW

**WHITNEY M. KUMMEROW**

*Email: [wkummerow@hancocklaw.com](mailto:wkummerow@hancocklaw.com)*

September 8, 2016

Sean Graham  
Village Administrator  
3 Broad Street  
Hamilton, NY 13346

**Re: *Village of Hamilton and SEIU Local 200United (DPW Unit)***

Dear Mr. Graham:

Enclosed please find the original fully executed Agreement between SEIU Local 200United and the Village of Hamilton (D.P.W.).

Very truly yours,

HANCOCK ESTABROOK, LLP

Whitney M. Kummerow

WMK:mlt  
Enclosures



RECEIVED

SEP 12 2016

AGREEMENT

VILLAGE OF HAMILTON

between

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 200 UNITED

-and-

VILLAGE OF HAMILTON

(D.P.W.)

TERM: JUNE 1, 2016 - MAY 31, 2020



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## **PREAMBLE**

This Agreement is made by and between the Village of Hamilton Department of Public Works ("Employer") and the Service Employees International Union, Local 200 United ("Union"). It will be effective from June 1, 2016 through May 31, 2020.

## **ARTICLE 1 - PURPOSE AND INTENT**

Section 1. It is the purpose of this Agreement to promote and retain good relations and cooperation among the Employer, 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 Employer, the Union, and the employees in the bargaining unit to cooperate in providing effective service to the customers of the Employer.

## **ARTICLE 2 - RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, fringe benefits, and working conditions for all full-time and regular part-time motor equipment operators, excluding all other employees. If the Employer establishes a new job classification, it will provide a copy of the job title to the Union and if, after discussion, the parties fail to agree on the question of inclusion in, or exclusion from, the unit, either party may submit the matter to PERB for resolution.

Section 2. If regular part-time employees are employed, the Employer and the Union will meet to negotiate whether, and the extent to which, fringe benefit coverage should be extended to them. For the purpose of this Article, "regular part-time" shall be defined as working at least thirty (30) hours per week on a regular and continuous basis.

Section 3. The position of DPW Working Foreman is removed from the bargaining unit and from coverage under this labor agreement. The person in the Working Foreman position (or whatever that position may be called) may continue to perform bargaining unit work, as has been the case in the past.

## **ARTICLE 3 - SENIORITY**

Section 1. Bargaining unit seniority is defined as the length of continuous full-time employment with the Village of Hamilton of any employee covered by this Agreement, starting with the employee's most recent date of hire.

Section 2. Job classification seniority is defined as the length of continuous full-time employment in a particular job classification of any employee covered by this Agreement, starting with the employee's most recent date of hire.

## **ARTICLE 4 - CHECK-OFF**

Section 1. During the life of this Agreement, the Employer agrees to deduct from the wages of each employee, in accordance with the express terms of a signed, voluntary authorization to do so, on forms which are customarily used by the Union, the appropriate union dues. Said deduction will be made in equal amounts four times a month and will be remitted to the Union by the 15th day of the following month, together with a list of employees on whose behalf the deduction was made.

Section 2. The Union shall certify in writing to the Employer the amount of the monthly dues to be checked off under this article. The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of action taken by the Employer for the purpose of complying with any of the provisions of this article.

Section 3. Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit the same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form for this purpose. A Union member may withdraw their employee authorization at any time, provided the employee notifies the Employer in writing of this withdrawal, with a copy to the Union.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The Employer retains the exclusive right to determine the mission and manage the operation of the DPW and to direct and control the workforce in its sole discretion, except as limited by the express terms of this Agreement. The management function includes, but it is not limited to, the following rights: to hire, assign duties to employees; to add, eliminate or otherwise change such duty assignments; to assign duties to employees across D.P.W./M.U.C. bargaining unit lines; to decide qualifications and promulgate rules and regulations; to create and abolish job titles and change the number of employees working in any job classification to require standards of performance and maintenance of order and efficiency; to discontinue, consolidate and reorganize part or all of the operation; to introduce new or improved methods, to install or remove equipment, and to make technological improvements.

## **ARTICLE 6 – SUBCONTRACTING**

Section 1. The Employer agrees that contracting/subcontracting of work will be based on business reasons only, and is not intended to harm or undermine the Union or

employees. An employee will not be laid off or have his/her hours reduced in order to contract/subcontract work that is within the scope of normal, everyday work.

Section 2. The Employer retains the exclusive right in determining "Business Reasons". The contracting/subcontracting of work may include, but is not limited to, the following; economic conditions, safety concerns, the degree of technical expertise required in the work, and/or the timing requirements of the project or any emergency, as determined by the Mayor and the Board of Trustees and/or the Municipal Utilities Commission. Upon the request of the bargaining unit, the Employer agrees to provide verification of the specific business reasons utilized in the contracting/subcontracting or work.

## **ARTICLE 7 - NO STRIKE/NO LOCKOUTS**

Section 1. During the term of this Agreement, the Union and the employees covered by this Agreement shall not cause, sanction or engage in any strike (sympathy or otherwise), picketing, slowdown, stoppage, boycott or any other interference with the normal conduct of operations of the Employer. The Employer shall not engage in any lockout during the life of this Agreement.

Section 2. Should a strike, work stoppage or any other conduct described in this Article occur, the Union will make immediate efforts to end such conduct and return the employees to their respective jobs.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

Section 1. The normal work week will consist of forty hours, Monday through Friday. The normal work day will be from 6:00 a.m. to 2:30 p.m. with a one-half hour unpaid meal period (generally between 11:30 a.m. and 12 noon, or as otherwise arranged with the Employer). The definition of a normal work day and a normal work week does not constitute a guarantee of any minimum number of hours of work per day or per week, nor does it prevent the Employer from requiring overtime work, or establishing part time positions.

Section 2. There will normally be one fifteen minute rest period each morning and afternoon at times established by the Employer, except that during the summer months (Memorial Day through Labor Day) the afternoon rest period, if it occurs, will be at the worksite. Employees will closely observe the time limits for rest periods. The Employer may cancel rest periods on a particular day in the event of an emergency.

Section 3. An employee will be paid at the rate of one and one-half times the employee's regular base straight-time hourly rate for hours paid in excess of forty per week. There will be no pyramiding or duplicating of overtime pay for the same hours. All overtime is subject to prior approval by the Employer. The Employer may give an employee compensatory time off if they mutually agree to such an arrangement or in the

event of the Employer's budgetary constraints. Employees who have been allowed to accrue compensatory time off must be allowed to use some or all of such time within a reasonable period after requesting the use of the time, unless to do so would unduly disrupt the Employer's operations.

**ARTICLE 9 - WAGES**

Section 1. Effective June 1, 2013 employees will be paid in accordance with the following wage schedule based on job classification seniority:

<b>Motor Equipment Operator</b>	<b>Start</b>	<b>1 yr</b>	<b>2 yrs</b>	<b>3 yrs</b>	<b>4 yrs</b>
Effective 06/01/16 (+2.5% ATB)	\$20.12	\$20.74	\$21.35	\$21.98	\$22.99
Effective 06/01/17 (+2.5% ATB)	\$20.63	\$21.26	\$21.88	\$22.53	\$23.56
Effective 06/01/18 (+2.5% ATB)	\$21.15	\$21.79	\$22.43	\$23.09	\$24.15
Effective 06/01/19 (+2.5% ATB)	\$21.68	\$22.34	\$22.99	\$23.67	\$24.75

Section 2. An employee will progress from the minimum wage rate to the maximum rate for the employee's job classification on the basis of the employee's completed years of actual work in such job classification as per the wage schedule.

Section 3. The Employer may give job classification seniority credit for wage schedule purposes to newly hired employees in recognition of prior work experience.

Section 4. Routine snow removal is not considered a snow emergency. Employees will be given no less than 24 hours advance notice of scheduled snow removal.

Section 5. The Employer will pay for all fees associated with an employee securing, maintaining and renewing their CDL license.

**ARTICLE 10 - LONGEVITY PAY**

Employees will be entitled to receive a lump sum longevity payment each year on anniversary date in accordance with the following schedule:

Seniority years completed  
as of the Employee's  
Anniversary Date

Longevity Payment

5 years

\$200.00

10 years	\$350.00
15 years	\$450.00
20 years	\$550.00
25 years	\$650.00
30 years	\$750.00

**ARTICLE 11 - CALL-BACK PAY**

Section 1. Employees required to return to work after they have left for the day will be guaranteed three hours work or three hours pay. This guarantee will not apply where hours worked are continuous with the employee's normal work day.

**ARTICLE 12 - VACATIONS**

Section 1. Full-time employees will be entitled to a paid vacation in accordance with the employee's bargaining unit seniority as of his/her anniversary date under the following formula:

<u>Seniority Months or Years Completed</u>	<u>Paid Days</u>
6 months	6
1 year	11
6 years	12
7 years	13
8 years	14
9 years	15
10 years	16
11 years	17
12 years	18
13 years	19
14 years	20
15 years	21
16 years	22
20 years	23

Section 2. All vacations are granted in a year for service in the preceding year according to the vacation schedule above.

Section 3. The time and scheduling of vacations will be at the employee's request and with the approval of the Employer. In the event of a conflict between the preferences of two or more employees, bargaining unit seniority shall prevail, provided the more senior employee has made a timely request for a vacation preference. To be timely, a request for preferred vacation time must be made to the Employer no later than one month prior to the preferred date.

Section 4. Vacations are not cumulative from year to year except that, if the Employer

approves, an employee may carry over up to five vacation days, provided that they must all be taken during the first four months of the anniversary year into which they are carried over.

Section 5. A day's vacation pay is computed at the employee's straight-time base hourly rate for eight hours. An employee going on vacation who so requests shall be paid in advance of his scheduled vacation.

Section 6. Should an employee be off the active payroll for thirty regular work days or more in a calendar year on a cumulative basis for any reason other than for an illness or injury covered by Worker's Compensation, the employee's vacation entitlement for the following calendar year will be reduced prorata by multiplying the entitlement by a fraction whose numerator is the number of calendar months in which the employee was off the active payroll and whose denominator is 12.

Section 7. Upon retirement, an employee shall receive her/his accumulated vacation pay in a lump sum payment along with the final paycheck.

### **ARTICLE 13 - HOLIDAYS**

Section 1. The following days will be recognized as holidays for full-time employees:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Christmas
Independence Day	½ day before
Labor Day	Christmas
	½ day before
	New Year

Any holiday falling on a Sunday will be observed on the following Monday. Any holiday falling on a Saturday will be observed on the preceding Friday.

Section 2. Holiday pay is computed at the employee's straight-time base hourly rate times eight hours. To be eligible for holiday pay, an employee must have worked the scheduled work day before and after the holiday, unless he/she is absent from work because of authorized vacation, funeral leave, jury duty, or hospitalization of less than one calendar week's duration. If required to work on a holiday, an employee will be paid holiday pay as computed above plus time and one-half his/her straight-time hourly rate for hours worked on the holiday.

Section 3. If a holiday falls during an employee's vacation, that day will not be counted as a vacation day for the employee



## ARTICLE 14 - SICK LEAVE

Section 1. Effective June 1, 1986, full-time employees shall accumulate five-sixth of a day of sick leave for every one month worked beginning with the first month following the date of hire. A "month worked" is defined for purposes of this Article as a calendar month in which an employee receives pay for at least 10 days' work. Sick leave may be accumulated up to a maximum of 165 days for use with the Section 41(j) option of the New York State Retirement System. Such leave may be used in one-half day segments or hourly, and shall be compensated at the employee's regular straight-time hourly rate. Upon the effective date of this Agreement, each employee will be credited with the unused sick leave that he/she may have accumulated under the terms of the prior labor agreement, and will begin accumulating further sick leave days during the first calendar month following the effective date of this Agreement.

Section 2. If an employee is absent due to sickness for 3 or more consecutive days, or if the Employer suspects an abuse of the sick leave policy (e.g. extending weekends, holidays, vacations or other time off), the Employer may, in its discretion, require a doctor's statement certifying that the employee is unable to work due to sickness. To be eligible for sick leave pay, the employee must, wherever possible, notify the Employer of his/her absence at least fifteen minutes before the commencement of the employee's scheduled shift. If notification could have been made but was not, sick leave pay will not be provided. Whenever an employee is absent due to sickness or disability for 4 consecutive days or more, the employee must notify the Employer of an intent to return at least 24 hours in advance.

Section 3. Upon resignation or discharge, an employee shall forfeit accumulated sick leave. Upon retirement, an employee will be entitled to be paid for accumulated sick leave (up to a maximum of 69 days) at 50% of his or her then existing straight-time hourly rate as determined by the NYS Employees Retirement System.

Section 4. The Employer will purchase a disability insurance policy that pays employees an amount equal to the current New York State Disability plan maximum amount at the time of the injury, after a one week waiting period and for such maximum period as specified in the policy, in connection with absences caused by off-the-job injuries or illnesses that would otherwise be compensable under State Disability Law. An employee must elect in writing, no later than the day on which he/she returns to work, whether he/she wishes to receive unused sick leave pay for the period of his/her absence. If an employee does so elect, he/she will be paid the difference between what he/she receives under the disability insurance policy and what his/her regular straight-time pay would have been for the period of the disability, up to the maximum of his/her accumulated, unused sick leave time. The employee will be charged for such use of sick leave time on a pro rata basis (e.g. an employee who receives \$170.00 under the disability insurance policy for one week's absence and who elects to receive the \$90.00 difference between the disability pay and his/her regular \$260 weekly straight-time pay will be charged 2.42 days sick leave rounded off to the nearest half day at 2-1/2 days).

Section 5. A sick leave bank was established October 2008. The intent of this sick leave bank is to protect members from financial burden due to a major illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick leave days. The Bank shall be administered according to the following guidelines:

1. The Sick leave bank will be administered by the Village
2. The Sick leave bank shall be established by voluntary contribution on an individual basis.
3. An eligible employee must first exhaust all of his/her accumulated sick leave, vacation and personal leave.
4. Members do not have to repay time contributed.
5. The Village may require medical documentation of a request for sick leave.

#### **ARTICLE 15 - MEAL ALLOWANCE**

Section 1. Employees will be paid a meal allowance up to a maximum amount of \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner upon submission of documentation to the Employer substantiating the expense under the following circumstances:

(a) If they are required to work more than two hours overtime immediately preceding or following their normal work day; or

(b) If they are required to return to work for more than four hours; or

(c) If they are required to travel to or work at a location out of the normal work area (Village of Hamilton, Towns of Hamilton, Madison, Eaton, Lebanon) during normal meal hours where a meal has not otherwise been provided.

#### **ARTICLE 16 - UNIFORMS AND EQUIPMENT**

Section 1. The Employer will provide employees with uniforms and with such safety equipment as it considers necessary, such as rain gear, safety glasses, hard hats and work gloves. The Employer will pay up to \$200.00 for an employee's purchase of one pair of approved safety shoes that comply with federal OSHA standards. This payment will not be made more than once every twelve months, unless the safety shoes become damaged and unserviceable sooner in the line of duty.

Section 2. It will be the responsibility of each employee to maintain, account for, and upon termination, return all uniforms, equipment and other property of the Employer that was entrusted to him/her.

#### **ARTICLE 17 - PERSONAL LEAVE**

Section 1. Upon completion of their first anniversary date, full-time employees will be entitled to four personal days each calendar year to conduct personal affairs. In emergency situations an employee must give the Employer such advance notification as is possible. An employee's request for personal days will be granted consistent with operational requirements.

Section 2. A day of personal leave is computed at the employee's straight-time base hourly rate times eight hours.

Section 3. Unused personal leave days will be added to an employee's accumulated sick leave days (up to the maximum) at the end of each anniversary year for prospective use. No other accumulation of personal leave days beyond each anniversary year will be allowed.

### **ARTICLE 18 - BEREAVEMENT LEAVE**

Section 1. In the event of a death in an employee's immediate family (spouse, child, parent, step-parent, brother, sister, grandparent, father-in-law, or mother-in-law), the employee will be granted up to a maximum of three days' leave with pay for days that he/she would otherwise have worked in order to attend funeral services.

Section 2. In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee will be granted up to one day's leave with pay for a day the he/she would otherwise have worked in order to attend funeral services.

### **ARTICLE 19 - JURY DUTY**

Section 1. An employee required to serve on jury duty will receive the difference between his/her regular straight-time hourly pay for 8 hours and the amount of jury pay received for each scheduled work day on which he/she serves on jury duty.

Section 2. To qualify for jury duty pay, the employee (a) must notify his Employer in advance and present proof of jury service and the payment received for such service; and (b) must return to work the balance of his regular shift whenever excused from jury duty prior to the end of his/her shift.

### **ARTICLE 20 - MILITARY SERVICE**

Employees will be granted all employment and reemployment rights to which they are entitled under the applicable Federal and State statutes.

### **ARTICLE 21 - HEALTH INSURANCE**

Section 1. The Employer will pay 75% of the cost of individual medical and dental coverage and dependent medical coverage. Eligible employees will pay the full premium cost for dependent dental coverage and vision coverage. Coverage for new employees will become effective on the first day of the second month following the date of appointment (i.e., if appointment is March 9, coverage is effective May 1).

Section 2. The Employer will cease paying the cost of insurance after an employee has been absent from work for more than 18 months due to injury or illness covered by Workers' Compensation or Disability, or due to layoff. In the event that an employee has less than 18 months service with the Employer, the Employer will cease paying the cost of insurance after the same number of months that the employee has served has passed.

Section 3. The Employer may change insurance carriers at any time provided that the level of coverage overall is substantially equivalent to that provided under the current plan. It is understood that the master policy shall control all matters, including questions concerning coverage and benefits.

Section 4. Each Employee eligible for participation in the health insurance plan may elect to refuse participation and provide for their own insurance. Such election shall be on a standard form prescribed and distributed by the Employer. Written proof of other health insurance coverage is required. The Employer will place \$125.00 per month for an individual plan and \$200.00 per month for a two person or family plan in an account for each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by May 15<sup>th</sup> of each year and upon termination of employment. In the event the employee opts to return to the participation in the Employer's health insurance plan, he/she may do so only in accordance with the procedures established by the insurance carrier.

Section 5. During the life of this Agreement, those current employees with at least ten years of full-time continuous service with the Employer and who retire directly into or under the New York State Employee's Retirement System and who are eligible to receive a pension there from, shall be provided with the most cost effective individual health insurance coverage for which the employee is eligible (i.e., the individual plan or the 65+ plan) with 100% of said coverage paid by the Employer. The retiring employee is responsible for any and all premium contributions for all other coverage in which they or their eligible dependents are enrolled.

Section 6. An employee shall have the option to utilize a specified number of accrued vacation days towards their health insurance premium contribution. An employee may apply on a prescribed form distributed by the Employer to utilize up to three accrued vacation days toward health insurance premiums depending on their plan and according to the conversion schedule below. The applicable listed value will be divided by the number of pay periods in a year, and that fraction will be assigned toward health insurance premium each pay period. The specified number of vacation days to be

utilized will be deducted upon application for their use.

- 1 vacation day equals 8 hours of the employee's straight time rate
- 2 vacation days equal 16 hours of the employee's straight time rate
- 3 vacation days equal 24 hours of the employee's straight time rate

## **ARTICLE 22 - LIFE INSURANCE / DISABILITY INSURANCE**

Section 1. The Employer will pay the full cost of the Service Employees Benefit Fund (SEBF) Death Benefit (\$10,000) for full-time employees for the duration of this Agreement. Effective June 1, 2013 the rates for the coverage will be \$14.70 per month and effective June 1, 2014 the rates will be \$16.10 per month. The rates effective June 1, 2015 shall be established by the Fund and shall be reasonable in amount.

Section 2. The Employer will cease paying the cost of insurance after an employee has been absent from work for more than 18 months due to injury or illness covered by Worker's Compensation or Disability, or due to layoff.

Section 3. The Employer may change insurance carriers at any time provided that the level of coverage overall is substantially equivalent to that provided under the current plan. It is understood that the master policy shall control all matters, including questions concerning coverage and benefits.

Section 4. The Employer agrees to perform payroll deduction for all bargaining unit members who wish to voluntarily participate in the Service Employees Benefit Fund's Weekly Disability Benefit. Such payroll deductions shall be forwarded to the Service Employees Benefit Fund no later than the 15<sup>th</sup> of the month following the month such funds have been deducted from the bargaining unit member's pay. Premiums for this benefit effective June 1, 2013 will be \$22.57 per month and effective June 1, 2014 the premiums will be \$23.02 per month. The rates effective June 1, 2015 shall be established by the Fund and shall be reasonable.

## **ARTICLE 23 - EDUCATION AND TRAINING**

Employees may request permission to receive reimbursement for tuition and textbook expenses in connection with courses that will improve the employee's job skills and performance. Requests must be submitted to the Employer at least two weeks before commencement of the course in question. The Employer may grant or deny the request in its discretion, considering among other factors, the number of requests that year and the relationship between the course of study and necessary job skills. Requests for reimbursement in connection with courses required to be taken by the State as a prerequisite to certification or re-certification of the employee in his/her job classification will be approved by the Employer in the normal course. The Employer will make reimbursement for courses that it has approved upon presentation by the employee of a certificate of successful completion.

## **ARTICLE 24 - RETIREMENT BENEFITS**

Section 1. The Employer will continue to participate in the State Retirement Plan for eligible employees under New York State Retirement and Social Security Law Section 75(l). Benefits and contributions are dependent on which Tier an employee is eligible to participate.

Section 2. The Employer will participate in Section 41-j of the New York State Retirement and Social Security Law, Allowance for Unused Sick Leave. Employees will be allowed to accumulate sick leave up to 165 days.

## **ARTICLE 25 - VACANCIES AND PROMOTIONS**

Section 1. When a permanent job vacancy occurs in the bargaining unit, the Employer will post a notice of such vacancy for a period of five working days, unless the job is of such a nature that it must be filled immediately pending the outcome of the posting and selection procedure. The notice of vacancy will state the job classification, rate of pay, and general nature of the job requirements.

Section 2. Employees may submit an application for the posted position prior to the end of the posting period. If the Employer decides to fill a vacancy by a promotion from within the bargaining unit and two or more employees seek the promotion, where skill, ability, qualifications, and experience are equal, seniority shall prevail. Nothing in this Article shall be construed to require the Employer to fill vacancies by promotion from within, or to prevent the Employer from filling a position temporarily.

Section 3. In the event that a vacancy is filled by promotion from within, the promoted employee shall serve a probationary period, in accordance with the applicable provisions of the Madison County Civil Service Rules, during which time the Employer may remove the employee from the position, or the employee may elect to be removed from the position and be returned to his/her previous classification. Any such removal by the Employer shall not be subject to review under the grievance and arbitration procedure contained in Article 29 of the Agreement.

Section 4. To the extent applicable, Civil Service Law and Rules shall govern vacancies and promotions notwithstanding any conflicting provision of this Article.

## **ARTICLE 26 - LAYOFF AND RECALL**

Section 1. In the event of a layoff, the Employer shall determine the job classifications affected and then implement the layoffs in accordance with job classification seniority. The employee with the least job classification seniority in the affected classification shall be laid off first provided that the remaining employees in the classification have the skill and ability to perform the work. However, if the Employer anticipates layoff of more

than 30 days, an employee targeted for layoff shall have a single opportunity to displace the least senior bargaining unit employee who occupies a job for which the targeted employee is qualified.

Section 2. When a recall occurs, the employee laid off last shall be rehired first.

Section 3. To the extent applicable, Civil Service Law and Rules shall govern layoffs and recalls notwithstanding any conflicting provisions of this Article.

## **ARTICLE 27 - NON-DISCRIMINATION**

Section 1. The Employer and the Union shall comply with all applicable state and federal laws with respect to discrimination against an employee. Any reference in this Agreement to the male gender shall be deemed to include female gender.

## **ARTICLE 28 - DISCIPLINE AND DISCHARGE**

Section 1. The Employer may discharge or otherwise discipline an employee who has completed the probationary period for just cause. With the exception of action involving probationary employees, disputes as to discipline or discharge may be processed through the grievance/arbitration procedure of this Agreement.

Section 2. If the disciplined or discharge employee is covered by Section 75 of the Civil Service Law, the dispute as to discipline or discharge 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. The election of either procedure precludes the use of the other. The disciplined or discharged employee must indicate in writing to the Employer, within seven working days of the discipline, that he or she elects either the grievance/arbitration procedures or Section 75. Failure to exercise the option within the time limit set forth above shall be deemed to be an election to use Section 75.

Section 3. Tardiness and excessive absenteeism will not be tolerated.

## **ARTICLE 29 - GRIEVANCE AND ARBITRATION**

Section 1. A grievance shall be any matter involving a dispute over the interpretation or application of a term or terms of this Agreement and shall be subject to the following procedure except where the matter has been excluded from the grievance/arbitration procedure by Article 29.

Step 1. All grievances shall be reduced to writing, signed by the employee, and submitted to the Employer within five working days of the act or occurrence giving rise to the grievance. The written grievance must identify the Article of this Agreement that

is alleged to have been violated. The Employer shall respond to the written grievance in writing within five working days of receipt of the written grievance.

Step 2. If not resolved in Step 1, the Union may, within seven working days after receipt of the Step 1 response, submit the grievance to the Mayor. The Mayor shall respond in writing within 10 working days thereafter. If not resolved in Step 2, the Union may, within ten working days after receipt of the Step 2 response, submit the grievance in writing (with a copy to the Employer) to a mutually agreed upon arbitrator or, if one is not agreed upon, to PERB for assignment to an outside arbitrator in accordance with its voluntary arbitration rules.

Section 2. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. Where an arbitrator provides an award of back pay, the arbitrator shall provide that the back pay award be reduced by the amount of any interim receipts of money. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 3. If the party seeking arbitration fails to adhere to the procedures and time limits set forth in this Article, which may be extended only by written consent of the Employer and the Union, that party will have waived its right to arbitration and the matter will be deemed settled in the interest of the other party.

Section 4. Compensable grievance investigation time shall be limited to one employee-hour per week, up to a maximum of three employee-hours per month. Time spent in grievance investigation shall not interfere with employee work experience.

### **ARTICLE 30 - PROBATIONARY PERIOD**

Probationary periods will be administered in accordance with the applicable provisions of the Madison County Civil Service Rules. Probationary employees may be discharged, suspended, or otherwise disciplined without recourse to the grievance and arbitration procedure contained in Article 29 of this Agreement.

### **ARTICLE 31 - CREDIT UNION**

If the employees choose to participate in a credit union, the Employer agrees to make such payroll deductions and submissions to the credit union as are properly authorized by each employee in writing. It is understood that the employees and/or Union are solely responsible for their participation in the credit union and that an indemnity provision similar to the indemnity for check-off of union dues will be added to the contract to protect the Employer from any claims and liability arising from the credit union operation.



## ARTICLE 32 - VOLUNTEER FIREFIGHTING

Employees will only be excused from normal work duties to respond to a working fire or a life-threatening situation.

## ARTICLE 33 - ENTIRE AGREEMENT

Section 1. The Employer and the Union agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment. During the term of this Agreement the Employer and the Union waive their right to require the other party to negotiate on any further matters affecting these or any other subjects, whether or not specifically set forth in the Agreement or now contemplated by the parties.

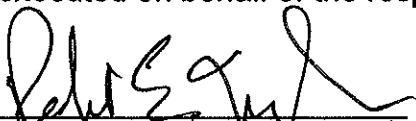
## ARTICLE 34 - RETROACTIVITY


Each full-time employee and each part-time employee (if any) who is covered by this Agreement and who is still on the Village's active payroll as of the beginning of the first full payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment computed upon the difference between his/her new Article 9 base hourly wage rate effective June 1, 2016 and thereafter, and the amount previously received for those hours of periods actually compensated, including overtime, if any, running from June 1, 2016 to the time when the new base salary/hourly rate adjustments under this Agreement are implemented.

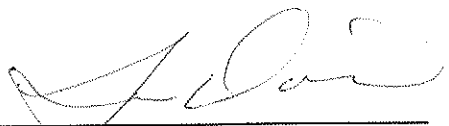
## STATUTORY PROVISIONS

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE CIVIL SERVICE LAW, 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.

The foregoing Labor Agreement, consisting of eighteen pages, is hereby executed on behalf of the respective parties.

  
Robert McVaugh, Mayor 8/15/2016  
Village of Hamilton

  
Scott Phillipson, President  
Local 200 United, Service Employees  
International Union



Lee Davis, Union Representative

Dated: \_\_\_\_\_

Dated: 8/24/16

# AGREEMENT

between

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 200 UNITED

-and-

VILLAGE OF HAMILTON  
(Municipal Utilities Commission)

TERM: JUNE 1, 2016- MAY 31, 2020



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## **PREAMBLE**

This Agreement is made by and between the Village of Hamilton Municipal Utilities Commission ("Employer") and the Service Employees International Union, Local 200 United ("Union"). It will be effective from June 1, 2016 through May 31, 2020.

## **ARTICLE 1 - PURPOSE AND INTENT**

Section 1. It is the purpose of this Agreement to promote and retain good relations and cooperation among the Employer, 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 Employer, the Union, and the employees in the bargaining unit to cooperate in providing effective service to the customers of the Employer.

## **ARTICLE 2 - RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, fringe benefits, and working conditions for all full-time and regular part-time water plant operators/ groundsmen, utility worker, waste water plant operators B, line mechanic-meter technicians, meter reader/technicians, building maintenance mechanics, natural gas mechanic/meter technicians and natural gas mechanic/meter technician trainees, excluding all other employees. If the Employer establishes a new job classification, it will provide a copy of the job title to the Union and if, after discussion, the parties fail to agree on the question of inclusion in, or exclusion from, the unit, either party may submit the matter to PERB for resolution.

Section 2. If regular part-time employees are employed, the Employer and the Union will meet to negotiate whether, and the extent to which, fringe benefit coverage should be extended to them. For the purpose of this Article, "regular part-time" shall be defined as working at least thirty (30) hours per week on a regular and continuous basis.

Section 3. The position of Line Crew Chief is removed from the bargaining unit and from coverage under the collective bargaining agreement. The person in the Line Crew Chief position (or whatever that position may be called) may continue to perform bargaining unit work, as has been the case in the past.

## **ARTICLE 3 - SENIORITY**

Section 1. Bargaining unit seniority is defined as the length of continuous full-time

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employment with the Village of Hamilton Municipal Utilities Commission of any employee covered by this Agreement, starting with the employee's most recent date of hire.

Section 2. Job classification seniority is defined as the length of continuous full-time employment in a particular job classification of any employee covered by this Agreement, starting with the employee's most recent date of hire.

#### **ARTICLE 4 - CHECK-OFF**

Section 1. During the life of this Agreement, the Employer agrees to deduct from the wages of each employee, in accordance with the express terms of a signed, voluntary authorization to do so, on forms which are customarily used by the Union, the appropriate union dues. Said deduction will be made in equal amounts four times a month and will be remitted to the Union by the 15th day of the following month, together with a list of employees on whose behalf the deduction was made.

Section 2. The Union shall certify in writing to the Employer the amount of the monthly dues to be checked off under this article. The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of action taken by the Employer for the purpose of complying with any of the provisions of this article.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

The Employer retains the exclusive right to determine the mission and manage the operation of the M.U.C. and to direct and control the workforce in its sole discretion, except as limited by the express terms of this Agreement. The management function includes, but it is not limited to, the following rights: to hire, assign duties to employees; to add, eliminate or otherwise change such duty assignments; to assign duties to employees across D.P.W./M.U.C. bargaining unit lines; to decide qualifications and promulgate rules and regulations; to create and abolish job titles and change the number of employees working in any job classification to require standards of performance and maintenance of order and efficiency; to discontinue, consolidate and reorganize part or all of the operation; to introduce new or improved methods, to install or remove equipment, and to make technological improvement.

#### **ARTICLE 6 – SUBCONTRACTING**

Section 1. The Employer agrees that contracting/subcontracting of work will be based on business reasons only, and is not intended to harm or undermine the Union or employees. An employee will not be laid off or have his/her hours reduced in order to contract/subcontract work that is within the scope of normal, everyday work.

Section 2. The Employer retains the exclusive right in determining "Business Reasons". The contracting/subcontracting of work may include, but is not limited to, the following; economic conditions, safety concerns, the degree of technical expertise required in the work, and/or the timing requirements of the project or any emergency, as determined by the Mayor and the Board of Trustees and/or the Municipal Utilities Commission. Upon the request of the bargaining unit, the Employer agrees to provide verification of the specific business reasons utilized in the contracting/subcontracting of work.

### **ARTICLE 7 - NO STRIKES/NO LOCKOUTS**

Section 1. During the term of this Agreement, the Union and the employees covered by this Agreement shall not cause, sanction or engage in any strike (sympathy or otherwise), picketing, slowdown, stoppage, boycott or any other interference with the normal conduct of operations of the Employer. The Employer shall not engage in any lockout during the life of this Agreement.

Section 2. Should a strike, work stoppage or any other conduct described in this Article occur, the Union will make immediate efforts to end such conduct and return the employees to their respective jobs.

### **ARTICLE 8 - HOURS OF WORK AND OVERTIME\_**

Section 1. The normal work week will consist of forty hours, Monday through Friday. The normal work day will be from 7:00 a.m. to 3:30 p.m. with a one-half hour unpaid meal period (generally between 11:30 a.m. and 12 noon, or as otherwise arranged with the Employer). The definition of a normal work day and a normal work week does not constitute a guarantee of any minimum number of hours of work per day or per week, nor does it prevent the Employer from requiring overtime work, or establishing part time positions.

Section 2. There will normally be one fifteen minute rest period each morning and afternoon at times established by the Employer, except that during the summer months (Memorial Day through Labor Day) the afternoon rest period, if it occurs, will be at the worksite. Employees will closely observe the time limits for rest periods. The Employer may cancel rest periods on a particular day in the event of an emergency.

Section 3. An employee will be paid at the rate of one and one-half times the employee's regular base straight-time hourly rate for hours paid in excess of forty per week. There will be no pyramiding or duplicating of overtime pay for the same hours. All overtime is subject to prior approval by the Employer. The Employer may give an employee compensatory time off if they mutually agree to such an arrangement or in the event of the Employer's budgetary constraints. Employees who have been allowed to accrue compensatory time off must be allowed to use some or all of such time within a reasonable period after requesting the use of the time, unless to do so would unduly disrupt the Employer's operations.

**ARTICLE 9 - WAGES**

Section 1. Effective June 1, 2016, employees will be paid in accordance with the following wage schedule based on job classification seniority:

<b>Line Mechanic/Meter Technician Water Plant Operator/Groundsman Wastewater Plant Operator Natural Gas Mechanic/Meter Technician</b>	<b>Start</b>	<b>1 yr</b>	<b>3 yrs</b>	<b>5 yrs</b>	<b>7 yrs</b>
<b>Effective 6/01/16 (+2.5% ATB)</b>	<b>\$26.90</b>	<b>\$27.29</b>	<b>\$27.68</b>	<b>\$28.06</b>	<b>\$28.44</b>
<b>Effective 6/01/17 (+2.5% ATB)</b>	<b>\$27.57</b>	<b>\$27.97</b>	<b>\$28.37</b>	<b>\$28.76</b>	<b>\$29.15</b>
<b>Effective 6/01/18 (+2.5% ATB)</b>	<b>\$28.26</b>	<b>\$28.67</b>	<b>\$29.08</b>	<b>\$29.48</b>	<b>\$29.88</b>
<b>Effective 6/01/19 (+2.5% ATB)</b>	<b>\$28.97</b>	<b>\$29.39</b>	<b>\$29.81</b>	<b>\$30.22</b>	<b>\$30.63</b>

<b>Meter Reader/Technician Building Maintenance Mechanic</b>	<b>Start</b>	<b>1 yr</b>	<b>2 yrs</b>	<b>3 yrs</b>	<b>4 yrs</b>
<b>Effective 6/01/16 (+2.5% ATB)</b>	<b>\$24.03</b>	<b>\$24.47</b>	<b>\$24.91</b>	<b>\$25.35</b>	<b>\$25.79</b>
<b>Effective 6/01/17 (+2.5% ATB)</b>	<b>\$24.63</b>	<b>\$25.08</b>	<b>\$25.53</b>	<b>\$25.98</b>	<b>\$26.43</b>
<b>Effective 6/01/18 (+2.5% ATB)</b>	<b>\$25.25</b>	<b>\$25.71</b>	<b>\$26.17</b>	<b>\$26.63</b>	<b>\$27.09</b>
<b>Effective 6/01/19 (+2.5% ATB)</b>	<b>\$25.88</b>	<b>\$26.35</b>	<b>\$26.82</b>	<b>\$27.30</b>	<b>\$27.77</b>

<b>Utility Worker</b>	<b>Start</b>	<b>1 yr</b>	<b>2 yrs</b>	<b>3 yrs</b>	<b>4 yrs</b>
<b>Effective 6/01/16 (+2.5% ATB)</b>	<b>\$22.76</b>	<b>\$23.14</b>	<b>\$23.48</b>	<b>\$23.81</b>	<b>\$24.14</b>
<b>Effective 6/01/17 (+2.5% ATB)</b>	<b>\$23.33</b>	<b>\$23.72</b>	<b>\$24.07</b>	<b>\$24.41</b>	<b>\$24.74</b>



Utility Worker	Start	1 yr	2 yrs	3 yrs	4 yrs
Effective 6/01/18 (+2.5% ATB)	\$23.91	\$24.31	\$24.67	\$25.02	\$25.36
Effective 6/01/19 (+2.5% ATB)	\$24.51	\$24.92	\$25.29	\$25.65	\$25.99

Natural Gas Mechanic/Meter Technician Trainee	Start	1 yr	2 yrs	3 yrs	4 yrs
Effective 6/01/16 (+2.5% ATB)	\$20.12	\$20.74	\$21.35	\$21.98	\$22.99
Effective 6/01/17 (+2.5% ATB)	\$20.62	\$21.26	\$21.88	\$22.53	\$23.56
Effective 6/01/18 (+2.5% ATB)	\$21.14	\$21.79	\$22.43	\$23.09	\$24.15
Effective 6/01/19 (+2.5% ATB)	\$21.67	\$22.33	\$22.99	\$23.67	\$24.75

Section 2. An employee will progress from the minimum wage rate to the maximum rate for the employee's job classification on the basis of the employee's completed years of actual work in such job classification as per the wage schedule.

Section 3. The Employer may give job classification seniority credit for wage schedule purposes to newly hired employees in recognition of prior work experience.

Section 4. The Employer will pay for all fees associated with an employee securing maintaining and renewing his/her CDL license.

### ARTICLE 10 - LONGEVITY PAY

Employees will be entitled to receive a lump sum longevity payment each year on their anniversary date in accordance with the following schedule:

Seniority years completed  
as of the Employee's  
Anniversary Date \_\_\_\_\_

Longevity Payment

5 years

\$200.00

10 years	\$350.00
15 years	\$450.00
20 years	\$550.00
25 years	\$650.00
30 years	\$750.00

**ARTICLE 11 - ON-CALL PAY**

Section 1. The Employer will designate one employee each week to be on call from 3:30 p.m. Friday until 7:00 a.m. Monday, for which the employee will be paid \$60.00. The employee so designated must also be on call during the holiday that falls that week, for which the employee will be paid an additional \$30.00.

Section 2. The employee on call will be normally required to work roughly three hours in the morning on Saturday, Sunday and any holiday that may fall during that week (in addition to the customary late afternoon check at the waste-water treatment plant) at the appropriate hourly rate of pay.

Section 3. The Employer will rotate on-call duty among employees capable of performing this duty in a roughly equal manner over a period of time. The Employer will provide the employee who is on-call with a portable beeper.

**ARTICLE 11-A – ON-CALL PAY FOR NATURAL GAS DEPARTMENT**

Section 1. The Employer will designate one employee each week to be on call from 3:30 pm Friday until 7:00 am Monday, for which the employee will be paid \$60.00. There will also be an employee designated to be on call for the week Monday through Thursday 3:30 pm each day until 7:00 a.m. the following morning, for which the employee will be paid \$30.00 a day.

Section 2. Employees required to return to work after they have left for the day will be guaranteed three hours' work or three hours' pay. This guarantee will not apply where hours worked are continuous with the employee's normal work day.

**ARTICLE 12 – CALL-BACK PAY**

Section 1. Employees required to return to work after they have left for the day will be guaranteed three hours work or three hours pay. This guarantee will not apply where hours worked are continuous with the employee's normal work day.

## ARTICLE 13 - VACATIONS

Section 1. Full-time employees will be entitled to a paid vacation in accordance with the employee's bargaining unit seniority as of his/her anniversary date under the following formula:

<u>Seniority Months or Years Completed</u>	<u>Paid Days</u>
6 months	6
1 year	11
6 years	12
7 years	13
8 years	14
9 years	15
10 years	16
11 years	17
12 years	18
13 years	19
14 years	20
15 years	21
16 years	22
20 years	23

Section 2. All vacations are granted in a year for service in the preceding year according to the vacation schedule above.

Section 3. The time and scheduling of vacations will be at the employee's request and with the approval of the Employer. In the event of a conflict between the preferences of two or more employees, bargaining unit seniority shall prevail, provided the more senior employee has made a timely request for a vacation preference. To be timely, a request for preferred vacation time must be made to the Employer no later than one month prior to the preferred date.

Section 4. Vacations are not cumulative from year to year except that, if the Employer approves, an employee may carry over up to five vacation days, provided that they must all be taken during the first four months of the anniversary year into which they are carried over.

Section 5. A day's vacation pay is computed at the employee's straight-time base hourly rate for eight hours. An employee going on vacation who so requests shall be paid in advance of his scheduled vacation.

Section 6. Should an employee be off the active payroll for thirty regular work days or more in a calendar year on a cumulative basis for any reason other than for an illness or injury covered by Worker's Compensation, the employee's vacation entitlement for the following calendar year will be reduced prorata by multiplying the entitlement by a fraction whose numerator is the number of calendar months in which the employee was off the active payroll and whose denominator is 12.

Section 7. Upon retirement, an employee shall receive her/his accumulated vacation pay in a lump sum payment along with the final paycheck.

#### **ARTICLE 14 - HOLIDAYS**

Section 1. The following days will be recognized as holidays for full-time employees:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Christmas
Independence Day	½ day before
Labor Day	Christmas
	½ day before New Year

Any holiday falling on a Sunday will be observed on the following Monday. Any holiday falling on a Saturday will be observed on the preceding Friday.

Section 2. Holiday pay is computed at the employee's straight-time base hourly rate times eight hours. To be eligible for holiday pay, an employee must have worked the scheduled work day before and after the holiday, unless he/she is absent from work because of authorized vacation, funeral leave, jury duty, or hospitalization of less than one calendar week's duration. If required to work on a holiday, an employee will be paid holiday pay as computed above plus time and one-half his/her straight-time hourly rate for hours worked on the holiday.

Section 3. If a holiday falls during an employee's vacation, that day will not be counted as a vacation day for the employee.

#### **ARTICLE 15 - SICK LEAVE**

Section 1. Effective June 1, 1986, full-time employees shall accumulate five-sixth of a day of sick leave for every one month worked beginning with the first month following the date of hire. A "month worked" is defined for purposes of this Article as a calendar month in which an employee receives pay for at least 10 days' work. Sick leave may be accumulated up to a maximum of 165 days for use with the Section 41(j) option of the New York State Retirement System. Such leave may be used in one-half day segments or hourly, and shall be compensated at the employee's regular straight-time hourly rate.

Upon the effective date of this Agreement, each employee will be credited with the unused sick leave that he/she may have accumulated under the terms of the prior labor agreement, and will begin accumulating further sick leave days during the first calendar month following the effective date of this Agreement.

Section 2. If an employee is absent due to sickness for 3 or more consecutive days, or if the Employer suspects an abuse of the sick leave policy (e.g. extending weekends, holidays, vacations or other time off), the Employer may, in its discretion, require a doctor's statement certifying that the employee is unable to work due to sickness. To be eligible for sick leave pay, the employee must, wherever possible, notify the Employer of his/her absence at least fifteen minutes before the commencement of the employee's scheduled shift. If notification could have been made but was not, sick leave pay will not be provided. Whenever an employee is absent due to sickness or disability for 4 consecutive days or more, the employee must notify the Employer of an intent to return at least 24 hours in advance.

Section 3. Upon resignation or discharge, an employee shall forfeit accumulated sick leave. Upon retirement, an employee will be entitled to be paid for accumulated sick leave (up to a maximum of 69 days) at 50% of his or her then existing straight-time hourly rate as determined by NYS Employees Retirement System.

Section 4. The Employer will purchase a disability insurance policy that pays employees an amount equal to the current New York State Disability plan maximum amount at the time of the injury, after a one week waiting period and for such maximum period as specified in the policy, in connection with absences caused by off-the-job injuries or illnesses that would otherwise be compensable under State Disability Law. An employee must elect in writing, no later than the day on which he/she returns to work, whether he/she wishes to receive unused sick leave pay for the period of his absence. If an employee does so elect, he/she will be paid the difference between what he/she receives under the disability insurance policy and what his/her regular straight-time pay would have been for the period of the disability, up to the maximum of his/her accumulated, unused sick leave time. The employee will be charged for such use of sick leave time on a pro rate basis (e.g. an employee who receives \$170.00 under the disability insurance policy for one week's absence and who elects to receive the \$90.00

difference between the disability pay and his/her regular \$260 weekly straight-time pay will be charged 2.42 days sick leave rounded off to the nearest half day at 2-1/2 days).

Section 5. A sick leave bank shall be established June 1, 2009. The intent of this sick leave bank is to protect members from financial burden due to a major illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick leave days. The Bank shall be administered according to the following guidelines:

1. The Sick leave bank will be administered by the Village

2. The Sick leave bank shall be established by voluntary contribution on an individual basis.
3. An eligible employee must first exhaust all of his/her accumulated sick leave.
4. Members do not have to repay time contributed.
5. The Village may require medical documentation of a request for sick leave.

## **ARTICLE 16 - MEAL ALLOWANCE**

Section 1. Employees will be paid a meal allowance up to a maximum amount of \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner upon submission of documentation to the Employer substantiating the expense under the following circumstances:

(a) If they are required to work more than two hours overtime immediately preceding or following their normal work day; or

(b) If they are required to return to work for more than four hours; or

(c) If they are required to travel to or work at a location out of the normal work area (Village of Hamilton, Towns of Hamilton, Madison, Eaton, Lebanon) during normal meal hours where a meal has not otherwise been provided.

## **ARTICLE 17 - UNIFORMS AND EQUIPMENT**

Section 1. The Employer will provide employees with uniforms and with such safety equipment as it considers necessary, such as rain gear, safety glasses, hard hats and work gloves. The Employer will pay up to \$200.00 for an employee's purchase of one pair of approved safety shoes that comply with federal OSHA standards. This payment will not be made more than once every twelve months, unless the safety shoes become damaged and unserviceable sooner in the line of duty.

Section 2. It will be the responsibility of each employee to maintain, account for, and upon termination, return all uniforms, equipment and other property of the Employer that was entrusted to him/her.

## **ARTICLE 18 - PERSONAL LEAVE**

Section 1. Upon completion of their first anniversary date, full-time employees will be entitled to four personal days each calendar year to conduct personal affairs. In emergency situations an employee must give the Employer such advance notification as is possible. An employee's request for personal days will be granted consistent with operational requirements.

Section 2. A day of personal leave is computed at the employee's straight-time base hourly rate times eight hours.

Section 3. Unused personal leave days will be added to an employee's accumulated sick leave days (up to the maximum) at the end of each anniversary year for prospective use. No other accumulation of personal leave days beyond each anniversary year will be allowed.

#### **ARTICLE 19 - BEREAVEMENT LEAVE**

Section 1. In the event of a death in an employee's immediate family (spouse, child, parent, step-parent, brother, sister, grandparent, father-in-law, or mother-in-law), the employee will be granted up to a maximum of three days' leave with pay for days that he/she would otherwise have worked in order to attend funeral services.

Section 2. In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee will be granted up to one day's leave with pay for a day the he/she would otherwise have worked in order to attend funeral services.

#### **ARTICLE 20 - JURY DUTY**

Section 1. An employee required to serve on jury duty will receive the difference between his/her regular straight-time hourly pay for 8 hours and the amount of jury pay received for each scheduled work day on which he/she serves on jury duty.

Section 2. To qualify for jury duty pay, the employee (a) must notify his Employer in advance and present proof of jury service and the payment received for such service; and (b) must return to work the balance of his/her regular shift whenever excused from jury duty prior to the end of his shift.

#### **ARTICLE 21 - MILITARY SERVICE**

Employees will be granted all employment and reemployment rights to which they are entitled under the applicable Federal and State statutes.

#### **ARTICLE 22 - HEALTH INSURANCE**

Section 1. The Employer will pay 75% of the cost of individual medical and dental coverage and dependent medical coverage. Eligible employees will pay the full premium cost for dependent dental coverage and vision coverage. Coverage for new employees will continue to become effective on the first day of the second month following the date of appointment (i.e., if appointment is March 9, coverage is effective May 1).

Section 2. The Employer will cease paying the cost of insurance after an employee has been absent from work for more than 18 months due to injury or illness covered by Workers' Compensation or Disability, or due to layoff. In the event that an employee has less than 18 months service with the Employer, the Employer will cease paying the cost of insurance after the same number of months that the employee has served has passed.

Section 3. The Employer may change insurance carriers at any time provided that the level of coverage overall is substantially equivalent to that provided under the current plan. It is understood that the master policy shall control all matters, including questions concerning coverage and benefits. The Employer will change carriers effective 6/01/09 to MVP health insurance.

Section 4. Each Employee eligible for participation in the health insurance plan may elect to refuse participation and provide for their own insurance. Such election shall be on a standard form prescribed and distributed by the Employer. Written proof of other health insurance coverage is required. The Employer will place \$125.00 per month for an individual plan and \$200.00 per month for a two person or family plan in an account for each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by May 15<sup>th</sup> of each year and upon termination of employment. In the event the employee opts to return to the participation in the Employer's health insurance plan, he/she may do so only in accordance with the procedures established by the insurance carrier.

Section 5. During the life of this Agreement, those current employees with at least ten years of full-time continuous service with the Employer and who retire directly into or under the New York State Employee's Retirement System and who are eligible to receive a pension there from, shall be provided with the most cost effective individual health insurance coverage for which the employee is eligible (i.e., the individual plan or the 65+ plan) with 100% of said coverage paid by the Employer. The retiring employee is responsible for any and all premium contributions for all other coverage in which they or their eligible dependents are enrolled.

Section 6. An employee shall have the option to utilize a specified number of accrued vacation days towards their health insurance premium contribution. An employee may apply on a prescribed form distributed by the Employer to utilize up to three accrued vacation days toward health insurance premiums depending on their plan and according to the conversion schedule below. The applicable listed value will be divided by the number of pay periods in a year, and that fraction will be assigned toward health insurance premium each pay period. The specified number of vacation days to be utilized will be deducted upon application for their use.

1 vacation day equals \$150.00  
2 vacation days equal \$300.00

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3 vacation days equal \$450.00

### **ARTICLE 23 - LIFE INSURANCE**

Section 1. The Employer will pay the full cost of the Service Employees Benefit Fund (SEBF) Death Benefit (\$10,000) for full-time employees for the duration of this Agreement. Effective June 1, 2013 the rate for the coverage will be \$14.70 per month and effective June 1, 2014 the rate will be \$16.10 per month. The rates effective June 1, 2015 shall be established by the Fund and shall be reasonable in amount.

Section 2. The Employer will cease paying the cost of insurance after an employee has been absent from work for more than 18 months due to injury or illness covered by Worker's Compensation or Disability, or due to layoff.

Section 3. The Employer may change insurance carriers at any time provided that the level of coverage overall is substantially equivalent to that provided under the current plan. It is understood that the master policy shall control all matters, including questions concerning coverage and benefits.

Section 4. The Employer agrees to perform payroll deduction for all bargaining unit members who wish to voluntarily participate in the Service Employees Benefit Fund's Weekly Disability Benefit. Such payroll deductions shall be forwarded to the Service Employees Benefit Fund no later than the 15<sup>th</sup> of the month following the month such funds have been deducted from the bargaining unit member's pay. Premiums for this benefit effective June 1, 2013 will be \$22.57 per month and effective June 1, 2014 the premium will be \$23.02 per month. The rates effective June 1, 2015 shall be established by the Fund and shall be reasonable in amount.

### **ARTICLE 24 - EDUCATION AND TRAINING**

Employees may request permission to receive reimbursement for tuition and textbook expenses in connection with courses that will improve the employee's job skills and performance. Requests must be submitted to the Employer at least two weeks before commencement of the course in question. The Employer may grant or deny the request in its discretion, considering among other factors, the number of requests that year and the relationship between the course of study and necessary job skills. Requests for reimbursement in connection with courses required to be taken by the State as a prerequisite to certification or re-certification of the employee in his/her job classification will be approved by the Employer in the normal course. The Employer will make reimbursement for courses that it has approved upon presentation by the employee of a certificate of successful completion.

### **ARTICLE 25 - RETIREMENT BENEFITS**

Section 1. The Employer will continue to participate in the State Retirement Plan for eligible employees under New York State Retirement and Social Security Law Section 75(l). Benefits and contributions are dependent on which Tier an employee is eligible to participate.

Section 2. The Employer will participate in Section 41-j of the New York State Retirement and Social Security Law, Allowance for Unused Sick Leave. Employees will be allowed to accumulate sick leave up to 165 days.

## **ARTICLE 26 - VACANCIES AND PROMOTIONS**

Section 1. When a permanent job vacancy occurs in the bargaining unit, the Employer will post a notice of such vacancy for a period of five working days, unless the job is of such a nature that it must be filled immediately pending the outcome of the posting and selection procedure. The notice of vacancy will state the job classification, rate of pay, and general nature of the job requirements.

Section 2. Employees may submit an application for the posted position prior to the end of the posting period. If the Employer decides to fill a vacancy by a promotion from within the bargaining unit and two or more employees seek the promotion, where skill, ability, qualifications, and experience are equal, seniority shall prevail. Nothing in this Article shall be construed to require the Employer to fill vacancies by promotion from within, or to prevent the Employer from filling a position temporarily.

Section 3. In the event that a vacancy is filled by promotion from within, the promoted employee shall serve a probationary period, in accordance with the applicable provisions of the Madison County Civil Service Rules, during which time the Employer may remove the employee from the position, or the employee may elect to be removed from the position and be returned to his/her previous classification. Any such removal by the Employer shall not be subject to review under the grievance and arbitration procedure contained in Article 30 of this Agreement.

Section 4. To the extent applicable, Civil Service Law and Rules shall govern vacancies and promotions notwithstanding any conflicting provision of this Article.

## **ARTICLE 27 - LAYOFF AND RECALL**

Section 1. In the event of a layoff, the Employer shall determine the job classifications affected and then implement the layoffs in accordance with job classification seniority. The employee with the least job classification seniority in the affected classification shall be laid off first provided that the remaining employees in the classification have the skill and ability to perform the work. However, if the Employer anticipates layoff of more than 30 days, an employee targeted for layoff shall have a single opportunity to displace the least senior bargaining unit employee who occupies a job for which the targeted employee is qualified.

Section 2. When a recall occurs, the employee laid off last shall be rehired first.

Section 3. To the extent applicable, Civil Service Law and Rules shall govern layoffs and recalls notwithstanding any conflicting provisions of this Article.

## **ARTICLE 28 - NON-DISCRIMINATION**

Section 1. The Employer and the Union shall comply with all applicable state and federal laws with respect to discrimination against an employee. Any reference in this Agreement to the male gender shall be deemed to include female gender.

## **ARTICLE 29 - DISCIPLINE AND DISCHARGE**

Section 1. The Employer may discharge or otherwise discipline an employee who has completed the probationary period for just cause. With the exception of action involving probationary employees, disputes as to discipline or discharge may be processed through the grievance/arbitration procedure of this Agreement.

Section 2. If the disciplined or discharge employee is covered by Section 75 of the Civil Service Law, the dispute as to discipline or discharge 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. The election of either procedure precludes the use of the other. The disciplined or discharged employee must indicate in writing to the Employer, within seven working days of the discipline, that he or she elects either the grievance/arbitration procedures or Section 75. Failure to exercise the option within the time limit set forth above shall be deemed to be an election to use Section 75.

Section 3. Tardiness and excessive absenteeism will not be tolerated.

## **ARTICLE 30 - GRIEVANCE AND ARBITRATION**

Section 1. A grievance shall be any matter involving a dispute over the interpretation or application of a term or terms of this Agreement and shall be subject to the following procedure except where the matter has been excluded from the grievance/arbitration procedure by Article 29.

Step 1. All grievances shall be reduced to writing, signed by the employee, and submitted to the Employer within five working days of the act or occurrence giving rise to the grievance. The written grievance must identify the Article of this Agreement that is alleged to have been violated. The Employer shall respond to the written grievance in writing within five working days of receipt of the written grievance.

Step 2. If not resolved in Step 1, the Union may, within seven working days after

receipt of the Step 1 response, submit the grievance to the President of the M.U.C. The President of the M.U.C. shall respond in writing within 10 working days thereafter. If not resolved in Step 2, the Union may, within ten working days after receipt of the Step 2 response, submit the grievance in writing (with a copy to the Employer) to a mutually agreed upon arbitrator or, if one is not agreed upon, to PERB for assignment to an outside arbitrator in accordance with its voluntary arbitration rules.

Section 2. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. Where an arbitrator provides an award of back pay, the arbitrator shall provide that the back pay award be reduced by the amount of any interim receipts of money. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 3. If the party seeking arbitration fails to adhere to the procedures and time limits set forth in this Article, which may be extended only by written consent of the Employer and the Union, that party will have waived its right to arbitration and the matter will be deemed settled in the interest of the other party.

Section 4. Compensable grievance investigation time shall be limited to one employee-hour per week, up to a maximum of three employee-hours per month. Time spent in grievance investigation shall not interfere with employee work experience.

### **ARTICLE 31 - PROBATIONARY PERIOD**

Probationary periods will be administered in accordance with the applicable provisions of the Madison County Civil Service Rules. Probationary employees may be discharged, suspended, or otherwise disciplined without recourse to the grievance and arbitration procedure contained in Article 30 of the Agreement.

### **ARTICLE 32 - CREDIT UNION**

If the employees choose to participate in a credit union, the Employer agrees to make such payroll deductions and submissions to the credit union as are properly authorized by each employee in writing. It is understood that the employees and/or Union are solely responsible for their participation in the credit union and that an indemnity provision similar to the indemnity for check-off of union dues will be added to the contract to protect the Employer from any claims and liability arising from the credit union operation.

### **ARTICLE 33 - VOLUNTEER FIREFIGHTING**

Employees will only be excused from normal work duties to respond to a working fire or a life-threatening situation.

**ARTICLE 34 - ENTIRE AGREEMENT**

Section 1. The Employer and the Union agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment. During the term of this Agreement the Employer and the Union waive their right to require the other party to negotiate on any further matters affecting these or any other subjects, whether or not specifically set forth in the Agreement or now contemplated by the parties.

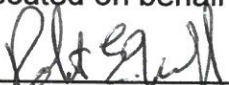
**ARTICLE 35 - RETROACTIVITY**

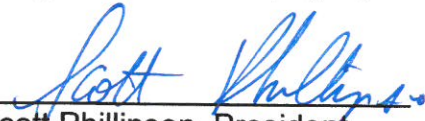
Each full-time employee and each part-time employee (if any) who is covered by this Agreement and who is still on the Village's active payroll as of the beginning of the first full payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment computed upon the difference between his/her new Article 9 base hourly wage rate effective June 1, 2016 and thereafter, and the amount previously received for those hours or periods actually compensated, including overtime, if any, running from June 1, 2016 to the time when the new base salary/hourly rate adjustments under this Agreement are implemented.

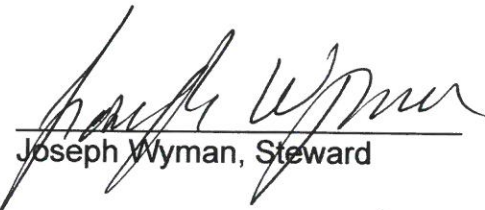
**STATUTORY PROVISION**

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE CIVIL SERVICE LAW, 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.

The foregoing Labor Agreement, consisting of nineteen pages, is hereby executed on behalf of the respective parties.

  
\_\_\_\_\_  
Robert McVaugh, Mayor  
Village of Hamilton

  
\_\_\_\_\_  
Scott Phillipson, President  
Local 200 United, Service Employees  
International Union

  
\_\_\_\_\_  
Joseph Wyman, Steward

Dated: 11-21-16

Dated: 12-2-16

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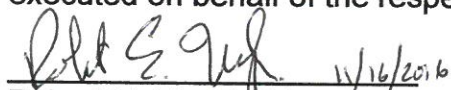
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Dated: 11-21-14

Dated: 12-2-16