



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Schenectady, City of and International Brotherhood of Electrical Workers (IBEW), Local 236 (1997)**

Employer Name: **Schenectady, City of**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **236**

Effective Date: **01/01/97**

Expiration Date: **12/31/03**

PERB ID Number: **6928**

Unit Size: **3**

Number of Pages: **34**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

5-6/17/04

BC3
6928

AGREEMENT

Between

The City of Schenectady

and

Local Union No. 236, I.B.E.W.

January 1, 1997 - December 31, ²⁰⁰³~~1999~~

RECEIVED

MAY 17 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

3

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE I	RECOGNITION 2
ARTICLE II	UNION MEMBERSHIP 2
ARTICLE III	MANAGEMENT RIGHTS & UNION RIGHTS . . 3
ARTICLE IV	UNION REPRESENTATION 4
ARTICLE V	GRIEVANCE & ARBITRATION PROCEDURE . 5
ARTICLE VI	DISCHARGE & DISCIPLINE 7
ARTICLE VII	SCOPE OF WORK 9
ARTICLE VIII	HOURS, WAGES, WORKING CONDITIONS . . . 9
ARTICLE IX	WAGES 11
ARTICLE X	SICK LEAVE 11
ARTICLE XI	BEREAVEMENT LEAVE 13
ARTICLE XII	PERSONAL LEAVE 13
ARTICLE XIII	LONGEVITY SERVICE PAY 14
ARTICLE XIV	HOLIDAYS 14
ARTICLE XV	VACATIONS 15
ARTICLE XVI	MILITARY LEAVE 16
ARTICLE XVII	EDUCATION LEAVE OF ABSENCE 17
ARTICLE XVIII	LEAVES OF ABSENCES 17
ARTICLE XIX	PAY ADVANCE 18
ARTICLE XX	PROMOTIONS 18
ARTICLE XXI	JURY DUTY 19
ARTICLE XXII	HEALTH & MEDICAL COVERAGE 19
ARTICLE XXIII	WORKMENS' COMPENSATION 21
ARTICLE XXIV	STATE DISABILITY COVERAGE 22
ARTICLE XXV	PENSIONS 22
ARTICLE XXVI	PARTIALLY DISABLED EMPLOYEES 22
ARTICLE XXVII	PLEDGE AGAINST DISCRIMINATION 23
ARTICLE XXVIII	SUB-CONTRACTING OF CITY WORK 23
ARTICLE XXIX	PROTECTIVE CLOTHING & DEVICES 23
ARTICLE XXX	CDL LICENSING AND RENEWAL 24
ARTICLE XXXI	MAINTENANCE OF BENEFITS 24
ARTICLE XXXII	STRIKES & LOCKOUTS 24
ARTICLE XXXIII	INDEMNIFICATION AND DEFENSE 24
ARTICLE XXXIV	TERM OF AGREEMENT: AMENDMENT: TERMINATION 25
ARTICLE XXXV	RETROACTIVITY 25
	SIGNATURE PAGE 26

AGREEMENT

Between

THE CITY OF SCHENECTADY

and

LOCAL UNION NO. 236, I.B.E.W.

This is an AGREEMENT entered into by and between the City of Schenectady, New York (hereinafter referred to as the "Employer"), and Local Union No. 236, I.B.E.W. (hereinafter referred to as the "Union").

PREAMBLE

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the Employees and the Union. The parties recognized that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree - friendly and cooperative relations between the respective representatives at all levels and among all Employees.

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

ARTICLE I
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement for a unit consisting of the following titles: (1) Lineman; (2) Cable Splicer; (3) Electrician.

ARTICLE II
UNION MEMBERSHIP

Section 1. All Employees covered by this Agreement may tender their membership dues to the Union by signing the Authorization for Payroll Deduction Dues Form provided by the Union.

Section 2. The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues, which authorization shall have been forwarded to the designated Finance Officer of the City of Schenectady.

Section 3. Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall become effective at the time the form is signed by the Employee, and shall be deducted by the next full pay period, and each week thereafter, from the pay of the employees.

Section 4. The aggregate total of all such deductions shall be remitted each month to the designated Financial Officer of the Union together with a list from whom dues have been deducted

on or before the tenth (10th) of every such month. This list shall be prepared and forwarded to the designated Financial Officer of the Union by the designated Financial Officer of the Employer.

Section 5. The Union shall hold the Employer harmless against any and all suits, claims, demands, and liabilities arising out of an action of the Employer in connection with payroll deduction of Union dues.

Section 6. Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the designated Finance Officer of the City of Schenectady. Said changes shall become effective thirty (30) days after receipt of such notice by such Financial Officer.

ARTICLE III

MANAGEMENT RIGHTS & UNION RIGHTS

Section 1. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority except as expressly limited herein.

Section 2. The Employer retains the right to discipline and discharge for just cause. The Employer reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the Employer; or when such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed. The Employer retains the right to direct employees, to hire, promote, subject to law and the terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to the Employer; and to take whatever action is necessary to carry out the mission of the applicable department in

cases of emergency provided that the exercise of such rights shall not violate other Articles of this Agreement.

The Employer also retains the right to make reasonable rules and regulations pertaining to employees covered by this Agreement provided that such rules and regulations do not conflict with law or any express provisions of this Agreement.

Section 3. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the statutory authority conferred on City officials.

Section 4. It is agreed by the Employer and the Union that the City is obligated, legally and morally, to provide equality of opportunity, consideration, and treatment to all employees of the bargaining unit and to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all employees of the bargaining unit in all phases of the employment process.

Section 5. The Employer agrees to consult with the Union prior to the establishment of the new work rules or the modification of the existing work rules.

Section 6. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with requirements of municipal employment and the public safety.

ARTICLE IV

UNION REPRESENTATION

Section 1. The Union shall be permitted to appoint a Steward for the Department. Any Union Officer may act in the absence of a Steward.

Section 2. The Steward, during his working hours, without loss of time or pay, must reasonably investigate and present grievances to the Employer.

ARTICLE V

GRIEVANCE & ARBITRATION PROCEDURE

Section 1. The term “Grievance” shall mean any claimed violation, misinterpretation or inequitable application of any provision of this Agreement, the existing laws, rules, procedures, regulations, administrative orders or work rules of the City of Schenectady or the Department thereof, which relate to or involve Employees’ health of safety, physical facilities, materials or equipment furnished to Employees. Individual employees may process their own grievances with proper notice and opportunity to the Union, in order that the Union may be present, and further that no settlement be reached in such cases, which may violate this Agreement.

Section 2. The term “Department” shall mean any office, department, board, commission or other agency of the government of the City of Schenectady.

Section 3. The term “immediate supervisor” shall mean the employee or officer who is assigned to exercise any level of supervisory responsibility over employees in the department wherein the grievance exists and normally assigns and supervises the employee’s work and approves his time record or evaluates his work performance.

Section 4. The term “days” shall mean all days other than Saturday, Sunday, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Agreement.

Section 5. PROCEDURAL REQUIREMENTS

Step 1. The complaint or grievance shall be presented orally or in writing by the

aggrieved employee or his representative to the supervisor in the Bureau where the grievance is claimed to have occurred with ten (10) working days but not necessarily to the immediate supervisor of the employee or employees allegedly aggrieved. If the complaint or grievance is not resolved within ten (10) working days of its presentation, the complainant either individually or by its representative has the right to proceed to the next Step in the Grievance Procedure.

Step 2. The grievance shall be considered and passed upon within ten (10) working days after receipt of the appeal from Step 1. The aggrieved and his representative and the Bureau Head shall work for a satisfactory adjustment of the grievance through conference, negotiation and agreement. The determination and comments of the Bureau Head passing upon the grievance shall be in writing, copies of which shall be transmitted to the aggrieved or his representative upon issuance.

Step 3. Within ten (10) working days after the decision in Step 2 shall have been issued, the aggrieved shall have the right to appeal the determination in writing to the Head of the Department concerned. The Head of the Department or his representative, the aggrieved and his representative shall work for a satisfactory solution of the grievance or complaint through conference, negotiation and agreement. Such conferences shall be held at an appropriate time consistent with the requirements of the Department. The determination of the head of the Department shall be issued within ten (10) working days after receipt of the appeal. An International Representative of the IBEW may be present at this Step of the Grievance Procedure only to assist the local Union.

Step 4. If, and only after completion of all the Grievance Steps provided at the departmental level, the matter is not resolved, then within ten (10) working days, the matter may be

referred to the Chief Executive Officer or his designated representative for review and decision. The Chief Executive Officer shall render his decision within ten (10) working days after the receipt of the grievance. The representatives of the Union will review the matter, and if it wishes to carry said matter further, it will, within thirty (30) calendar days of the Employer's answer refer the matter to the American Arbitration Association for the selection of an impartial arbitrator, to be selected by the Union and the Employer, to determine the dispute.

Section 6. The impartial arbitrator shall be selected according to the rules of the American Arbitration Association. The fees and expenses of said arbitrator shall be borne equally by the parties.

The award of the arbitrator shall be final and binding. However, the arbitrator shall have no authority to amend, modify or abridge any provision of this Agreement.

Section 7. The Local Union Representative will be entitled to participate at any Step in the Grievance Procedure.

ARTICLE VI

DISCHARGE & DISCIPLINE

Section 1. Disciplinary action or measures shall include only the following except upon an employee's approval: reprimand, oral or written, suspension (notice of suspension to be confirmed in writing); discharge, demotion or other measures which are prescribed by the Civil Service Laws.

Section 2. The Employer retains the sole right to discipline and discharge employees for just cause.

Section 3. Upon discharge or discipline of an employee, the Employer will give prompt

written notice of, and state reason for the discharge or discipline to the Steward with grievance processing responsibility for the affected employee.

Section 4. Disciplinary actions or measures imposed upon an employee will be processed pursuant to the rules and regulations of the Civil Service Law.

Section 5. If the Employer has reason to reprimand an employee, this shall, insofar as practicable, be done in a manner that will not embarrass the employee before another employee or the public.

Section 6. An employee found to have been suspended or discharged without just cause shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment, however, any monies received from New York State Unemployment Insurance shall be paid back as prescribed by law.

Section 7. Upon application by the employee involved and for good cause shown, an arbitrator in a discipline case shall have the authority to direct that the arbitration be held in private.

Section 8. In imposing any discipline on a current charge other than charges of drinking and accidents caused through the operation of the Employer's vehicle, the Employer may take into account only those prior infractions of which the employee was apprised of in the past.

Section 9. An employee who fails to report to duty without notification to the Employer shall be deemed to have resigned his or her position if such absence is continuous for ten (10) or more consecutive workdays. The Employer shall notify the employee of his or her termination by certified return receipt letter. If the employee provides the Employer with a reasonable excuse for his or her unauthorized absence, the Employer shall choose to waive its rights under this provision.

ARTICLE VII

SCOPE OF WORK

The scope of work covered by this Agreement shall cover the following, subject to Article III, Section 2:

Section 1. Maintenance and installation of the Fire Alarm Signal System and all related components.

Section 2. Maintenance and installation of the Traffic Signals and all their related components.

Section 3. Maintenance of the Sewage Department and all related components.

Section 4. For the purpose of safety, when it is required that work be performed near or around primary or secondary lines above 120 volts to the ground, there shall not be less than two (2) electrical workers performing such work.

Section 5. For the purpose of safety in weather deemed inclement by the Bureau Head, there shall be two (2) electrical workers on the Department service truck.

ARTICLE VIII

HOURS, WAGES, WORKING CONDITIONS

Section 1. Eight hours between 8:00 a.m. and 4:30 p.m., with not more than one (1) hour for lunch period shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week.

Section 2. OVERTIME HOURS. All hours worked after 4:30 p.m. and before 8:00 a.m., and all hours worked on Saturday shall be at the time and one half (1 ½) rate. When an employee is required to work on Sunday or holiday or a day celebrated as such, he shall receive

holiday pay plus double time for any hours worked. When a man is called into work on any hours considered overtime, he shall receive a minimum of three (3) hours pay at the time and one half (1 ½) rate and shall be paid from his home, back to his home.

Section 3. STAND-BY HOURS. When an employee is required to work on a stand-by basis on weekends (Saturday & Sunday), he shall receive sixteen (16) hours pay for the two day period, whether he is called out or not, at his regular rate of pay.

When an employee is required to work on a stand-by basis on any day designated as a paid holiday by the City, he shall receive eight (8) hours pay for the one (1) day period (25 hours), whether he is called out or not.

When an employee is required to work on a stand-by basis during off-duty hours through the normal work week, Monday through Friday, he shall receive four (4) hours pay for the stand-by service for this period plus pay at the applicable rates specified in Article 8, Section 2 above the time actually worked.

The employee has the option of taking pay or time off at the rate of time and one half (1 ½).

The City will provide electronic pagers for employees working on a stand-by basis.

Employees will be allowed to take the service truck home while on a stand-by basis.

Section 4. In the event the stand-by man is called out to work on Saturday, Sunday or a paid holiday, he shall not receive any pay in addition to the sixteen (16) hours pay, unless the following conditions exist: If it is required that two (2) men work on a call-out on Saturday or Sunday, the regular stand-by man shall not receive less compensation than the additional man.

Section 5. Duly elected representatives of the Local Union shall be allowed time off to attend functions of the Union Council and/or International Union, such as conventions or

educational conferences and shall be allowed time off without loss of time or pay to attend such conferences and/or conventions for the Local Union, such leave shall not exceed thirty (30) man days in the aggregate annually. The Employer shall be given two (2) weeks notice from each representative of such function prior to any such occasion.

ARTICLE IX

WAGES

Section 1. There shall be no wage adjustment in 1997.

Section 2. Effective January 1, 1998, wages for unit members shall be increased by 3.0% to \$38,332 retroactive to January 1, 1998.

Section 3. Effective January 1, 1999, the wages for unit members shall be increased by 3.0% to \$39,482, retroactive to January 1, 1999.

Section 4. As of January 1, 1984, and continuing thereafter, the wages of the working foreman shall be calculated pursuant to the following formula: Journeyman electrician wages plus the negotiated percentage increase, if any, times 106%.

ARTICLE X

SICK LEAVE

Section 1. All employees covered by this Agreement shall accumulate two (2) sick leave days per month, not to exceed twenty four (24) days per year, with a maximum accumulation of two hundred sixty (260) days. Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the Employer. However, sick leave shall not be accumulated in any month in which the employee does not perform work for at least one (1) normally scheduled day of work. Employees hired on or after January 1, 1987 shall accumulate one (1) sick leave day per month, not to exceed twelve (12) sick days per year during the first five

(5) years of service. After five (5) years of service, employees shall accumulate one and one half (1½) sick leave days per month, not to exceed eighteen (18) days per year, with a maximum accumulation of 260 days.

Employees hired on or after January 1, 1999, shall accumulate sick leave credits at the rate of one (1) day for each month, not to exceed twelve (12) days of sick leave per year with a maximum accumulation of two hundred and forty (240) days.

Section 2. Serious illness of husband, wife, child, parents of employee, brother, sister or grandchildren may warrant use of sick leave by employee after due notice has been given his Department Supervisor and such notice to be made in advance if possible.

Section 3. Sick time may be used on a one-half (½) day basis.

Section 4. Where so taken because of a visit that an employee must make to a physician, chiropractor, osteopath, or dentist, which cannot be scheduled during non-working hours, the employee must submit to the Employer a written statement from the medical Authority involved, certifying the visit was required, and in fact, made.

Section 5. After five (5) consecutive days of sickness or disability, an employee may be required by the Employer to produce a doctor's certificate. Employees who have taken more than eight (8) days sick leave, without a doctor's certificate, in any one calendar year, may for the remainder of that year, be required at the discretion of the Employer, to produce a doctor's certificate attesting to inability to work because of sickness or disability on subsequent absences in order to qualify for sick leave with pay.

Section 6. Any employee who is receiving Workmen's Compensation and receiving a supplemental sum equal to the difference between his wages and compensation benefits shall have

his sick leave reduced by the supplemental sum.

Section 7. Employees shall be compensated in cash for 75% of any accumulated unused sick leave when they are separated from employment as a result of layoff, retirement or death. In the event of death, payment is to be made to the estate of the employee. The amount of payment is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

ARTICLE XI

BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family of the employee, he shall be entitled, when so required, to the next five (5) days with regular pay (Saturday and Sunday to be included but without pay unless it is a regularly scheduled work day) to arrange for or to attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, step children, mother, father, step mother, step father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law and sister-in-law.

Section 2. Employees shall be entitled to one (1) day off, with pay, when so required to attend other funerals within reasonable management discretion.

ARTICLE XII

PERSONAL LEAVE

Section 1. All employees covered by this Agreement shall be permitted five (5) personal leave days; such leave may be taken in one-half (½) days, if necessary. Arrangements for the use of personal leave time off shall be made by the employee with his immediate supervisor. in advance, and shall not be deducted from sick leave or vacation benefits. Personal leave may be taken for:

- A. Religious observations.
- B. Doctor or dental appointments which cannot be arranged outside working hours.
- C. All other legal or personal affairs that must take place during the working hours.

Personal leave may not be used in conjunction with vacation leave. Personal leave may be accumulated over a twenty (20) year period and added to the sick leave bank.

ARTICLE XIII

LONGEVITY SERVICE PAY

Section 1.

- a. Longevity service pay shall be as follows:

5 years	\$650
10 years	\$775
11 years	\$900
20 years	\$1,250

ARTICLE XIV

HOLIDAYS

- ##### **Section 1.**
- The following shall be recognized and observed as paid holidays:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day

Christmas Day
A Floating Holiday
Any other holiday declared by the City Council

Section 2. Except as otherwise provided for in the case of continuous or special operation, compensation for work on holidays shall be twice the employee's regular rate of pay, plus holiday pay for the first eight (8) hours. Thereafter, all time worked shall be compensated at the rate of double time the regular rate of pay.

Section 3. If a holiday falls on a Sunday, then the succeeding Monday shall be a paid holiday. If a holiday falls within an employee's vacation period, the employee shall be granted an extra day for the holiday. If a holiday falls on a Saturday, then the preceding Friday shall be the paid holiday.

ARTICLE XV

VACATIONS

Section 1. All employees shall be entitled each year to a vacation with pay after completion of their initial probationary period. Vacations earned shall be calculated on a calendar year basis. An employee earns vacation at the rate of 10/12 of a day for each month of service during the first years of employment.

Section 2. Employees shall be eligible for two (2) weeks, ten (10) working days annual vacation after completion of one (1) year of continuous employment by the City of Schenectady. Subsequently, two (2) weeks vacation is credited annually on January 1st. All full time employees, after five (5) years, shall be granted one (1) additional day of vacation for each successive full calendar year of continuous employment up to the completion of the fifteenth (15th) year of service, at which time the annual vacation of four (4) weeks or twenty (20) days shall be granted. After

twenty (20) years of continuous employment, five (5) weeks or twenty-five (25) days shall be granted.

Section 3. The scheduling of vacations shall be at the discretion of the Department Heads for the proper functioning of the Department. Seniority rights will be observed in vacation scheduling if these rights do not conflict with the administration of the Department.

Section 4. If an employee has broken service with the City of Schenectady, he shall be given credit for prior service provided except for those who quit or are discharged for just cause.

Section 5. Employees may accumulate vacation for two (2) years but the maximum accumulation of vacation may not exceed ten (10) weeks (regardless of service). Accrued vacation up to the maximum of ten (10) weeks shall be payable to the employee in case of resignation or separation from employment through no fault of his own and where there is no disciplinary action pending against the employee. When any employee, who is entitled to vacation is laid off, discharged, retired or separated from the service of the Employer, he shall be compensated for the unused vacation to which he has become entitled.

Section 6. In the case of an employee's death, accrued vacation up to ten (10) weeks shall be paid to the surviving spouse, and if there is none, then to the deceased employee's estate.

ARTICLE XVI

MILITARY LEAVE

Section 1. Both the Employer and the Union shall abide by the requirements of State and Federal Laws regarding re-employment rights of employees who had been called into and who served in the Armed Forces.

Section 2. Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid a maximum of thirty (30) days pay when they are engaged in normal

reserve training periods, provided that proof of service is submitted. If required to serve more than thirty (30) days, the Employer shall grant the employees any additional time required with loss of pay or shall allow the employee to use compensatory or vacation time.

ARTICLE XVII

EDUCATION LEAVE OF ABSENCE

Employees may be granted a leave of absence for a period of up to two (2) years, without pay, for educational purposes, if the purpose is job related and, on requesting the leave, the employee contemplates return to employment with the Employer. Such leave to be without loss of seniority.

ARTICLE XVIII

LEAVES OF ABSENCES

Section 1. Leaves of absence for reasonable periods as defined below will be granted without loss of seniority for:

A. Employees elected to Union office shall, upon written request from the Union, be granted a leave of absence without pay for a period not to exceed one (1) year.

B. Illness leave (physical or mental): Two (2) years, provided a licensed physician certifies the employee is incapable of performing work.

C. Prolonged illness in the immediate family including spouse, parent of employee or spouse, children, stepchildren or wards, brother, sister and grandchildren, provided the employee is not gainfully employed in other employment for a period of one (1) year.

Section 2. Such leaves, as described above, may be extended at management discretion.

ARTICLE XIX

PAY ADVANCE

Section 1. If a regular pay day falls during an employee's vacation, he must make a request for his check at least two (2) weeks before leaving to receive that check in advance.

Section 2. RATE DURING VACATION: Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE XX

PROMOTIONS

Section 1. Promotions to a higher job classification shall be according to seniority and ability. It shall be the policy of the Employer to promote to supervisory positions insofar as possible from the ranks of employees. In the event there is a disagreement on such determination the matter shall be settled through normal Grievance Procedure.

Section 2. Temporary assignments to a higher classification involving higher pay for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., must be granted to the senior employee in that Bureau who meets the requirements for such jobs. Such employees will receive the rate of pay of the higher classification for all the hours worked while filling such vacancy. However, the employee shall not receive less than eight (8) hours at the higher rate of pay.

When the Employer finds that the work load of Lineman and Cable Splicers is such that it necessitates hiring of additional temporary Lineman and Cable Splicers, the following shall apply:

The employer shall contact the business office of Local Union No. 236, in writing, and state

his needs. The Business Manager through the referral system of Local Union No. 236 shall supply the qualified men to the Employer.

The temporary Lineman and Cable Splicers employed by the City shall receive the Journeyman's Electrician rate of pay and all fringe benefits applicable to the Journeyman Electrician of Local Union No. 236, I.B.E.W. and the Electrical Contractors of Schenectady and vicinity.

ARTICLE XXI

JURY DUTY

Section 1. An employee required to report for jury duty shall be paid the difference between his pay, if any, for reporting for jury duty or service and his regular pay. Employees who are released from jury duty or service three (3) or more hours prior to the end of their scheduled shift are required to return to work for the remainder of their shift.

ARTICLE XXII

HEALTH & MEDICAL COVERAGE

Section 1.

A. The Employer shall provide hospitalization and major-medical insurance for each full-time employee and the employee's eligible dependents.

B. Effective with the execution of this Agreement, the Employer agrees to provide the same fully paid health insurance coverage to retirees and their dependents upon retirement after ten years of service with the employer.

C. Effective January 1, 1995, the Employer will offer a Blue Shield Matrix Wraparound program or a plan that offers the same or better benefits as summarized in Appendix A attached hereto. Said plan shall contain the following deductibles and coinsurance:

1. Hospital Deductible (inpatient and outpatient combined) -- \$240 for all coverage hospital expenses per individual per calendar year;
2. Major-medical Deductible -- \$300 per individual or \$600 per family per calendar year;
3. Major-medical Coinsurance -- after the major-medical deductible has been met, the plan will pay 80% of all covered expenses until the plan has paid out \$2,000 in a calendar year; thereafter, the plan will pay 100% during the remainder of that calendar year; (out-of-pocket maximum of \$500, excluding major-med deductibles);
4. Prescription Drug Co-payment -- \$7 per prescription or refill;
5. Psychiatric Outpatient Coverage -- after the major-medical deductible has been met, the plan will pay 50% of all covered expenses limited to \$2,500 in total expenses per individual per calendar year.

D. Effective January 1, 2000, the City may change the current health indemnity benefit to the New York State sponsored "Empire Plan" with medical and psychiatric enhancements.

E. Effective January 1, 1994, the Mohawk Valley Plan "MVP Co-Plan 10" and the Community Health Plan Comprehensive \$7 will be offered as HMO options. The parties acknowledge that effective January 1, 1998, the HMO option offered under the Mohawk Valley Plan will be changed from "MVP Co-Plan 10" to "MVP Co-Plan 10+."

F. Employees hired on or after January 1, 1995, shall contribute to the cost of their health insurance plans according to the following schedule:

1st year of employment	50 percent
------------------------	------------

2nd year of employment	40 percent
3rd year of employment	30 percent
4th year of employment	20 percent
5th year of employment	10 percent
6th year of employment	Parity

G. If any employee can get health insurance coverage through his or her spouse, then they may drop their insurance coverage through the City (after providing proof of other coverage), and receive an annual payment of \$500 (single coverage), or \$1,000 (family plan). Payment will be made in quarterly increments. The employee will have a 30 day window during which to reenter the City's Health Insurance coverage plans if they lose this outside source of coverage. In addition, the employee will also have the June and December window periods to sign up for coverage under the City's existing plans.

Section 2. DENTAL INSURANCE. All employees in this bargaining unit shall be afforded the Blue Shield 80-20 Dental Program Family Coverage and Rider A with the under 25 age rider or a plan that offers the same or better benefits at no cost to the employee.

Section 3. Effective January 1, 1999, the Employer shall provide the CSEA EBF Gold 12 Vision Plan to all employees and their dependents.

ARTICLE XXIII

WORKMEN'S COMPENSATION

Section 1. Each employee will be covered by the applicable Workmen's Compensation Laws. However, any employee who is unable to work as a result of an injury arising out of the course of his employment shall be entitled to thirty (30) working days of injury leave at his regular rate of pay for any individual injury in each calendar year.

For any time thereafter, he shall be paid at the applicable Workmen's Compensation rate, but

may, at his option, elect to use accumulated sick leave to make up the difference in pay between the compensation rate and his regular rate of pay, but fractions of less than four (4) hours pay shall not be charged against sick leave. Such compensation shall conform to Article 10, Section 6.

ARTICLE XXIV

STATE DISABILITY COVERAGE

Section 1. The City shall provide the State Non-Occupational Disability Plan or an exact equivalent plan with benefits to be the same as the State Plan without contribution by the employees.

ARTICLE XXV

PENSIONS

Section 1. The City shall continue the State Retirement Program under the 1/60th non-contributory plan which became effective January 1, 1969.

Section 2. The City shall make available to the employees covered herein, the benefits promised under Section 302, 31d(2) of the Retirement and Social Security Law (W.W. II credits).

Section 3. All employees hired after July 1, 1976 shall contribute 3% towards the Retirement Program or whatever amount is determined by New York State.

ARTICLE XXVI

PARTIALLY DISABLED EMPLOYEES

Section 1. The Employer shall make every reasonable effort to place employees, who through physical sensitivity or injury, become partially disabled on their present jobs on work which they are able to perform.

ARTICLE XXVII

PLEDGE AGAINST DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation.

ARTICLE XXVIII

SUB-CONTRACTING OF CITY WORK

Section 1. The Employer does not contemplate any change in policy of sub-contracting out work normally performed by the employees of the bargaining unit. However, in the event that the Employer does subcontract out work normally performed by the employees the Employer agrees to absorb into other employment with the City on the basis of seniority as many employees as possible and will make every effort to provide for the orderly transition to other employment of the remainder of the displaced employees.

Section 2. It shall be the policy of the City that the contracting of any work in connection with the electrical work which is not subject to competitive bid shall be contracted to firms in agreement with the International Brotherhood of Electrical Workers.

ARTICLE XXIX

PROTECTIVE CLOTHING & DEVICES

Section 1. The Employer agrees to provide the amount of \$725.00 to be paid directly as a separate check for the purchase of tools, rain gear, gloves, glasses and any other necessary equipment to properly protect the employees from injury and inclement weather in those Bureaus where it is now practiced in the first year of this agreement. The employee will receive Protective

Clothing and Devices allowance in excess of \$725.00 upon providing receipts of purchase of tools used solely for City purposes.

ARTICLE XXX

CDL LICENSING AND RENEWALS

The City shall reimburse employees for the cost of a Commercial Drivers License if it is required by the job.

ARTICLE XXXI

MAINTENANCE OF BENEFITS

Section 1. All benefits specifically enumerated hereunder shall continue in force and effect during the pendency of the Contract period herein described.

- A. Coffee break in the morning.
- B. Coffee break in the afternoon.

ARTICLE XXXII

STRIKES & LOCKOUTS

Section 1. The Union agrees that there shall be no strike caused by or sanctioned by the Union during the term of this Agreement.

Section 2. The employer agrees that there will be no lockouts of employees during the term of this Agreement.

ARTICLE XXXIII

INDEMNIFICATION AND DEFENSE

In accordance with Section 29-6 of the Schenectady Code, and in compliance with the terms of Section 18 of the New York State Public Officers Law, the City of Schenectady shall provide for

the defense and indemnification of the members of this Union in any civil action or proceeding, State or Federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his public employment or duties.

ARTICLE XXXIV

TERM OF AGREEMENT: AMENDMENT: TERMINATION

Section 1. This Agreement shall become effective on the first day of January, 1997, and shall continue in full force and effect through the 31st day of December, 1999.

Section 2. It shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the termination date that it desires to modify this agreement. In the event that such notification is given, negotiations shall begin not later than one hundred twenty (120) days prior to the termination date; this Agreement shall remain duly in force and effect during the period of negotiations and until notice of termination of this Agreement has provided the other party in the manner set forth in the following paragraph.

Section 3. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

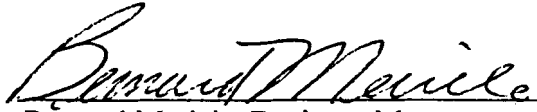
ARTICLE XXXV

RETROACTIVITY

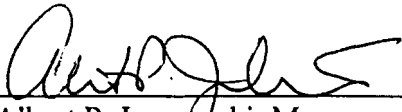
Except where retroactivity is expressly provided for in this agreement, all terms, conditions and provisions set forth shall take effect on the date both parties sign the agreement.

IN WITNESS WHEREOF, the parties on the ____ day of July, 1999, execute this Agreement by affixing signatures.

LOCAL UNION #236, I.B.E.W., AFL-CIO

By: 
Bernard Mericle, Business Manager

CITY OF SCHENECTADY

By: 
Albert P. Jurczynski, Mayor

MEMORANDUM OF AGREEMENT

By and Between

The City of Schenectady

and

Local Union No. 236

International Brotherhood of Electrical Workers

The **CITY OF SCHENECTADY** will hereinafter be referred to as "the City", and **LOCAL UNION NO. 236, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, will hereinafter be referred to as "the Union".

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement for the period January 1, 1997 to December 31, 1999; and

WHEREAS, the parties agree that the current Collective Bargaining Agreement shall remain in full force and effect, except as hereinafter modified as follows:

1. *Article IX, Wages*, shall be amended by deleting the language which is currently in this article at Sections 1, 2, and 3, which language shall be replaced as follows:

Section 1. Effective and retroactive to October 1, 2000, employees shall receive a salary increase of two percent (2%). Effective and retroactive to January 1, 2001, employees shall receive a salary increase of three percent (3%).

Section 2. Effective and retroactive to January 1, 2002, employees shall receive a salary increase of three percent (3%).

Section 3. Effective and retroactive to January 1, 2003, employees shall receive a salary increase of three percent (3%).

2. *Article XIII, Longevity Service Pay*, shall be amended to read as follows:

Section 5. Employees who have worked for the City continuously for five, ten, eleven, or twenty complete calendar years will be paid an annual amount above their regular salaries as follows:

RECEIVED

MAY 17 2004

1 of 5

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

3

	<u>2000</u>	<u>2001</u>	<u>2003</u>
Five Years	\$ 650.00	\$ 700.00	\$ 750.00
Ten Years	\$ 775.00	\$ 850.00	\$ 925.00
Eleven Years	\$ 900.00	\$1,000.00	\$1,100.00
Twenty Years	\$1,250.00	\$1,350.00	\$1,450.00

3. **Article XXII, Health and Medical Coverage, Sections 1 and 2**, shall be amended

in their entirety to read as follows:

A. The employer shall provide hospitalization and medical coverage for each employee and his/her dependents. The employee shall be given a choice of health insurance coverage from the following plans:

The City of Schenectady Indemnity Plan with benefit levels
in effect as of October 1, 2000.

Mohawk Valley Plan (MVP) Co-Pay 10+

Capital District Physicians Health Plan (CDPHP) Premiere
10

B. The employer is not responsible for benefit or benefit level changes made by carriers offering Health Maintenance Organization (HMO) coverage offered by the City in the event that a carrier discontinues a plan offered pursuant to this agreement,

(i) the City will notify the Union as soon as practicable that the carrier has determined to discontinue the plan;

(ii) The City and the Union will meet and confer jointly to determine if there is a suitable alternative plan(s) available to offer to members of the bargaining unit, taking into account both the level of premium and the level of benefits offered by the alternative plan(s).

C. (i) The employer agrees that the coverage offered by this agreement shall be paid in full by the employer and made available to the employee and his/her eligible dependents where such employees complete at least ten years of full-time service to the employer and files for a retirement allowance from the New York State Retirement System. This paragraph is intended to cover employees who are employed by the City at the time of retirement and shall be effective until the death of the retiree.

(ii) The employer agrees that the coverage offered by this agreement shall be available to all employees and eligible dependents where such employees complete at least 20 years of full-time service to the employer and collect a retirement allowance from the New York State Retirement System. This paragraph is intended to cover employees who may not be employed by the City at the time of retirement and shall be effective until the death of the retiree.

(iii) The City shall also reimburse the retiree and their eligible dependents for Medicare Part B coverage. However, this reimbursement plus the City's contribution for the premium for retiree coverage shall not exceed the total premium for an active employee with the same carrier.

D. The City may change the current health indemnity benefit to the New York State sponsored "Empire Plan" with medical and psychiatric enhancements.

E. Shall read the same as Section 1, paragraph D, in the current Agreement, as follows:

E. Employees hired on or after January 1, 1985, shall contribute to the cost of their health insurance plans on the following schedule:

- 50% Employee co-pay in the first year
- 50% Employee co-pay in the second year
- 30% Employee co-pay in the third year
- 20% Employee co-pay in the fourth year
- 0% Employee co-pay in the fifth and succeeding years

F. If any employee can get health insurance coverage either through his or her spouse, or another source, then they may drop their insurance coverage through the City (after providing proof of other coverage), and receive a payment of one thousand dollars (\$1,000.00) for single coverage, one thousand five hundred dollars (\$1,500.00) for two-person families, or two thousand dollars (\$2,000.00) for the family plan. Payment will be made in increments. The employee will have a thirty (30) day window during which to re-enter the City's health insurance coverage if they lose this outside source of coverage. In addition, the employee will also have the June and December window periods to sign up for coverage under the City's existing plans.

G. Effective January 1, 2003, the health plans offered by the City shall be amended as follows:

- (a) The City of Schenectady Indemnity Plan will have its annual deductibles increased from \$300.00/\$600.00 to \$400.00/\$800.00.
- (b) The Mohawk Valley Plan (MVP) shall be Co-Plan 15+.

(c) The Capital District Physicians Health Plan (CDPHP) shall be Premier 15.

H. Effective January 1, 2003, prescription drug coverage provided through the City's indemnity plan and CDPHP HMOs shall be \$10.00 for a generic fill and \$20.00 for a brand name fill. MVP prescription drug coverage shall be \$5.00 for a generic fill and \$20.00 for a brand name fill.

Section 3 remains the same.

Section 4 shall be amended to read as follows:

Section 4. All employees in this bargaining unit hired on or before December 31, 1984, shall be afforded the coverage under the City of Schenectady sponsored dental program for both the employee and the employee's family at the benefit level that was in effect January 1, 2000. Employees hired on or after January 1, 1985, shall contribute to the cost of such plan on the following schedule:

- 50% Employee co-pay in the first year
- 40% Employee co-pay in the second year
- 30% Employee co-pay in the third year
- 20% Employee co-pay in the fourth year
- 0% Employee co-pay in the fifth and succeeding years

4. *Article XXI, Holidays, at Section 1*, shall be amended by deleting Washington's Birthday and adding President's Day.

5. *Article X, Sick Leave, at Section 7*, shall be amended by adding a new sentence, which shall read as follows:

Employees hired on or after January 1, 2003, shall be compensated in cash for 25% of any accumulated unused sick leave when they are separated from employment as a result of layoff, retirement or death. The amount of payment is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.

3/24/03

6. *Article XXXIV, Section 1*, shall be amended to reflect that the Agreement shall be effective January 1, 2000 through December 31, 2003.

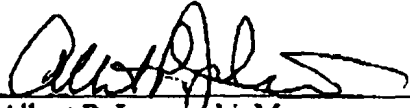
7. Amend *Article V, Grievance and Arbitration Procedure*, at Section 5, Step 4 and Section 6 change "American Arbitration Association" to "Public Employment Relations Board."

This Memorandum of Agreement is subject to ratification by the members of the bargaining unit and the City Council.

Dated: December 24, 2002

CITY OF SCHENECTADY

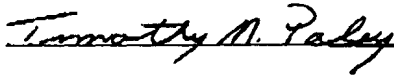
By:


Albert P. Jurczyk, Mayor

Dated: March 24, 2003

**LOCAL UNION NO. 236, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS**

By:



IBEW Cost Schedule

Employees hired on or after January 1, 1985, shall contribute to the cost of their health insurance plans on the following schedule:

- 50% Employee co-pay in the first year
- 50% Employee co-pay in the second year
- 30% Employee co-pay in the third year
- 20% Employee co-pay in the fourth year
- 0% Employee co-pay in the fifth and succeeding years

RECEIVED

MAY 17 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD