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EG/8216

COLLECTIVE BARGAINING AGREEMENT
TOWN OF MASSENA ELECTRIC DEPARTMENT
AND
LOCAL 1249, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
(BLUE COLLAR UNIT)

2001 - 2006

RECEIVED 7/11/05

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PREAMBLE

This Agreement is made this day of August, 2002, by and between the Town of Massena, Electric Department, (“the Employer”) and Local 1249, International Brotherhood of Electrical workers (the “Union”).

ARTICLE I

PURPOSE AND INTENT

Section 1 It is the purpose of this Agreement to promote and maintain 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.

Section 2 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 II

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 all regular part time chief linemen, all other linemen, maintenance custodians, and meter technicians, and future job classifications appropriately included in this unit, as judged by relevant law and PERB decisions and/or findings.

Section 2 If the Employer establishes new job classifications, 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.

ARTICLE III

ENTIRE AGREEMENT

Section 1 This Agreement constitutes the full, complete, and final understanding and agreement of the parties. The parties acknowledge that, during the Negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining. The parties voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject matter may or may not have been within the knowledge or contemplation of either or both parties at the time that this Agreement was negotiated.

Section 2 This Article shall not be construed as a limitation on the Union's right to negotiate over proposed changes in mandatory subjects for bargaining during the life of this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

Subject to the terms of this Agreement, the Union recognizes and agrees that the management of MED, the direction of its working force, and the exercise of the ordinary and customary functions of management, whether or not exercised by the Employer prior to the execution of this Agreement, shall be in the sole discretion, and is the sole responsibility of, the Employer, and the same shall not be subject to arbitration, except when exercised in an arbitrary, capricious, or discriminatory manner. Included within these functions of management, and without limiting the generality of the preceding sentence, are the following rights: to hire, promote, discipline, transfer, and assign duties to employees, including the right to change assignments or to add to or eliminate duties; to layoff for lack of work or for other valid reasons; To plan, direct, and control operations including the right to discontinue, consolidate, or reorganize any department or branch; to promulgate rules or regulations; to schedule the work force; to introduce new or improved methods or facilities, make technological improvements, or install or remove equipment, regardless of whether or not any such actions cause a reduction in the work force, and requires the assignment of additional or different duties or causes the elimination or addition of titles or jobs; to abolish, or create job classifications or to change the number of employees working in any classification; and to determine and assign work shifts.

It is the intention and understanding of the parties that the Employer shall retain all rights, powers, discretion, prerogatives, and authority of management heretofore existing except that as such are expressly limited by this Agreement.

ARTICLE V

SUB-CONTRACTING

The Employer retains complete discretion to determine whether materials, services, or any other work shall be made or performed by bargaining unit employees or by others whether by subcontract, contracting out, by purchase or by other means, with the single limitation that, in the event of an Employer decision to subcontract work that would currently and directly cause the layoff or part-timing of bargaining unit employees employed by the Employer as of July 1st, 2002, the Employer shall not subcontract such work.

ARTICLE VI

AGENCY SHOP

Employees are free to join or not join the Union. All present employees who are not Union members and who do not in the future become and remain members shall, immediately following a thirty day period from the date of the signing of this Agreement, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in any amount equal to the regular monthly flat rate and percentage dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union.

All new employees who do not become Union members after 30 calendar days employment shall, as a condition of employment, pay the Union each month commencing after said date, a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly flat rate and percentage dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union.

ARTICLE VII

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 dues and initiation fees or service charge, said deduction to be made as follows: from the first paycheck of each month, the flat rate dues and percentage dues and from each remaining weekly paycheck the percentage dues. Dues collected shall be remitted by the fifteenth day of the following month, together with a list of employees on whose behalf the deduction was made.

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

Section 3 The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

ARTICLE VIII

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.

Section 2 Any Reference in this Agreement to the male gender shall be deemed to include the female gender.

ARTICLE IX

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 such matter has been excluded from the grievance/arbitration procedure by a specific provision of this Agreement:

Step 1. All grievances shall be reduced to writing, signed by the Employee, and submitted to the appropriate Department Head(s) or his designee within five (5) working days of the Act or occurrence giving rise to the grievance or after the act or occurrence giving rise to the grievance should have become known. The written grievance must identify the Article of this Agreement that is alleged to have been violated. The Department Head or his designee shall respond to the written grievance in writing within five (5) working days of receipt of the written grievance, and he shall immediately mail a copy of his written response to Local 1249, Syracuse, New York.

Step 2. If not resolved in Step 1, the written grievance shall be presented to the Superintendent within five (5) working days after receipt of a written Step 1 response. The Union, the Employee, and the Superintendent or his designee shall meet within ten (10) working days after submission of the written grievance to Step 2. The Superintendent or his designee shall respond in writing within ten (10) working days after the Step 2 meeting, and he shall immediately mail a copy of his written response to Local 1249, Syracuse, New York.

Step 3. If not resolved in Step 2, the Union may, within ten (10) 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 on, to the American Arbitration Association in accordance with its voluntary arbitration rules.

Section 2 The decision of the Arbitrator shall be final and binding.

Section 3 The arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement, nor shall he have the power to impose or imply any obligation not specifically set forth in 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.

Section 4 The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 5 If either party 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, it shall be deemed that the party has waived its right to arbitration and the matter shall be deemed settled in the interest of the other party.

Section 6 Compensable grievance investigation time shall be limited to two (2) employee hours per week with a maximum of five (5) employee hours per month. Time spent in grievance investigation shall not impair employee work performance.

Section 7 The Employer and the Union will give consideration to the Streamlined Labor Arbitration rules.

ARTICLE X

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 type of strike (sympathy or otherwise), picketing, slowdown, stoppage, or retarding of work, 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 Section 1 of this Article occur, the Union will make immediate effort to end such conduct and return the employees to their respective jobs.

ARTICLE XI

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 discipline imposed for violations of the Residence Requirement Article of this Agreement and with the exception of action involving probationary employees, disputes as to discipline shall be subject to the grievance and arbitration procedure.

Section 2 With the exception of discipline imposed for violations of the Residence Requirement article of this Agreement, and with the exception of actions involving probationary employees, disputes as to discipline may be processed as a grievance through the grievance/arbitration procedure of this Agreement. If the disciplined employee is covered by Section 75 of the Civil Service Law, the dispute as to discipline 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 employee must indicate in writing to the Department Head, or his designee, within seven (7) working days of the discipline that he or she elects either the grievance/arbitration procedure or Section 75. An employee's timely submission of a written grievance shall constitute an election of the grievance/arbitration procedure. 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 In the event of an investigatory interview of an employee that could result in discipline, the employee may request the presence of the Unit Chairperson or Unit Co-Chairperson.

Section 4 In imposing discipline on an employee, MED shall not consider prior discipline imposed against the employee more than thirty (30) months previously.

ARTICLE XII

PROBATIONARY PERIOD

Section 1 In accordance with governing Civil Service Law and rules, each employee shall be on probation 26 weeks after receiving permanent Civil Service appointment.

Section 2 The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment.

Section 3 Until the end of the probationary period, the Employer may discharge or otherwise discipline employees without employee or Union recourse to the grievance/arbitration procedure. This section shall not limit an employee's legal rights, if any, under Section 75 of the Civil Service Law.

ARTICLE XIII

SENIORITY

Section 1 For the purposes of this Agreement, there shall be two (2) types of seniority, defined as follows:

(a) Bargaining unit seniority shall be the length of an employee's continuous service as measured from the employee's most recent date of hire in a job classification covered by this agreement; and

(b) Job classification seniority shall be the length of an employee's continuous service in a specific job classification, starting with the employee's most recent date of hire in that particular classification.

Section 2 Seniority shall be broken and terminated by:

(a) Discharge without being reinstated;

(b) Voluntary quit or resignation, unless MED elects to rehire the employee within six months of the voluntary quit or resignation (in the event of such rehire, the employee's anniversary date shall be adjusted to reflect the period of absence);

(c) Overstaying an authorized leave of absence, unless extended, or giving a false reason for such leave or acceptance of employment with any other employer during such leave of absence, with the exception of governmental service.

(d) Layoff for a period of twelve (12) months or more, or if for any reason more than twelve (12) months have elapsed since the employee last worked for the Employer;

(e) Failure to notify the Employer of an intention to return to work from layoff within

five (5) days after receipt of notification to return or failure to actually return to work on the dates specified by the Employer.

Section 3 In July of each year or when the list is altered or adjusted the Employer shall, upon the Union's request, provide to the Union a list of bargaining unit employees with their date of hire.

Section 4 Bargaining unit seniority shall apply in determining the accumulation of benefits where length of service is a factor as specified in this Agreement.

Section 5 To the extent permitted by Civil Service Law and rules and in the event of a layoff only, the bargaining unit Chairperson shall be continued at work at all times provided he or she is qualified to perform the available work.

ARTICLE XIV

LAYOFF AND RECALL

Section 1 In the event of a layoff or reduction of hours, the Employer shall determine the job classifications affected.

Section 2 Layoffs or reduction of hours shall be made in accordance with job classification seniority.

Section 3 The employees with the least job classification seniority in the effected classification shall be laid off first provided that, in the judgment of the Employer, the remaining employees in the classification have the skill and ability to perform the work. However, if the Employer anticipates layoff of more than thirty (30) days, such laid-off employee shall have a single opportunity to displace the least senior bargaining unit employee who occupies a job for which the laid off employee is qualified.

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

Section 5 To the extent applicable, Civil Service law and rules shall govern layoffs and recalls and shall supersede the provisions of this Article.

ARTICLE XV

VACANCIES AND PROMOTIONS

Section 1 When a permanent job vacancy occurs in the bargaining unit, and the Employer intends to fill the vacancy, the Employer will post a notice of such vacancy for a period of seven (7) working days, unless the job is of such a nature that it must be filled immediately. When available, the notice of vacancy shall state the job classification, rate of pay, and nature of the job requirements. An employee who applies for a posted position shall be notified in writing of receipt of his or her application.

Section 2 Employees may submit an application for the posted position prior to the end of the posting period, and the Employer shall give fair and equal consideration to such internal candidates. If the Employer decides to fill a vacancy by 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 construed to require the Employer to fill vacancies by promotion from within.

Section 3 In the event that a vacancy is filled by promotion from within, the promoted employee shall serve a twelve week trial period in the new job after which time the Employer may remove the employee from the position. The employee may elect to be removed from the position, and be returned to his or her previous classification at any time during the twelve week trial period.

Section 4 Whenever a permanent job vacancy occurs within the bargaining unit and the job is within the scope of Civil Service law or rules, then the normal procedures provided by the rules and regulations of the Civil Service Law shall prevail, including those provisions as to probationary employees except that when the Employer makes his selection from among the three highest scores on the certified Civil Service List, the Employer shall select the employee that, in its judgment, is the most highly qualified to perform the work required.

Should there be no such list of eligible Civil Service applicants in existence, the Employer shall make a provisional selection in accordance with the procedures set forth in this Article, pending further action under the Civil Service Law.

Section 5 It is understood that this Article and Agreement are subject, where applicable, to the rules, regulations, and procedures of the Civil Service Law, and in the event of a conflict between the provisions of this Agreement and the Civil Service Law , the latter shall prevail subject to final determination by a court of competent jurisdiction.

ARTICLE XVI

JURY DUTY

Section 1 All employees who provide their department head with a copy of a notice to serve as a juror and who provide the department head with the court's certification of time served on a jury shall be paid the difference between the jury duty fee and the employee's basic hourly straight time rate for a period not to exceed 120 hours per year.

Section 2 The Employer retains the right to seek to have employees who are called to jury duty excused from service.

Section 3 If an employee is dismissed from jury duty at a time when there are at least two hours remaining on the regularly scheduled shift, the employee shall call the immediate supervisor to determine whether he or she should report to work.

ARTICLE XVII

ABSENCE FROM WORK

An employee's absence from work for a period of three (3) consecutive scheduled work days, which, without reasonable cause as determined by the Superintendent or his designee, is not reported, shall be deemed to have resigned. The provision shall not limit the Employer's right to discipline employees for failure to properly notify the Employer of an absence of less than three (3) days.

ARTICLE XVIII

SICK LEAVE/PERSONAL LEAVE

Section 1 Full-time employees shall accumulate one and one-quarter days of sick leave for every one month worked (a “month worked” shall be defined as a calendar month in which an employee actually works at least 15 days) beginning with the first month following the date of hire. Sick leave may be accumulated up to a maximum of 250 days.

Section 2 Sick leave shall be compensated at the employee’s regular straight time hourly rate.

Section 3 If an employee is absent due to sickness for three (3) or more consecutive days, or if the Superintendent or his designee has a basis for suspecting an abuse of the sick leave policy, the Superintendent or his designee may, in his discretion, require a doctor’s note certifying that the employee is unable to work due to a sickness.

Section 4 To be eligible for sick leave pay, the employee must, wherever possible, notify a supervisor as close to the employee’s starting time as possible, but not more than 30 minutes after his or her starting time of absence due to sickness. If, in the Employer’s judgment, notification could have been made but was not, sick leave pay will not be provided.

Section 5 Whenever an employee is absent due to sickness or disability for five (5) consecutive days or more, the employee must notify his or her Department Head of the intent to return at least 24 hours in advance.

Section 6 At retirement, there shall be a cash payment for accumulated sick leave as of the retirement date. Payment shall be based on a sliding scale using current hourly rates as of the date of retirement. An employee who retires shall be entitled to this benefit.

50 - 100 days	pay for 15% of accumulated pay
101 - 125 days	pay for 20% of accumulated pay
126 - 150 days	pay for 25% of accumulated pay
151 - 175 days	pay for 35% of accumulated pay
176 - 200 days	pay for 40% of accumulated pay
201 - 225 days	pay for 45% of accumulated pay
226 - 250 days	pay for 50% of accumulated pay

Further, accumulated earned sick time in accordance with the payment expressed, and accumulated earned vacation time, will be paid the beneficiary of a deceased employee.

Section 7 The maximum sick leave that an employee can take in any calendar year shall be 30 days, except with superintendent's approval and also full accumulated sick leave days can be taken for any one illness that exceeds thirty (30) days.

Section 8 Employees may use sick leave in two (2) hour segments if the employee becomes ill during the work day and must leave work or if the employee must see a doctor because of illness. Employees may also use sick leave in two (2) hour segments for scheduled medical, dental, or eye appointments or medical treatment, provided the employee has obtained 24 hour prior approval and provided the employee has used due diligence in attempting to schedule the appointment outside of working hours.

Section 9 Employees may use three (3) days per calendar year out of accumulated sick leave as personal leave days. Requests for such days must be made to the appropriate supervisor at least forty eight (48) hours in advance, where possible. An employee need not reveal the reasons for the request. Operational needs of the Employer shall be a factor in deciding upon the request for personal leave. Personal leave days shall be used in a minimum of four (4) hour segments. In addition, Employees may use three (3) days per calendar year of accumulated sick leave for the illness of a spouse, child or parent living in the same home as employee. The use of these sick days shall be governed by the same rules as sick days for employees.

ARTICLE XIX

LEAVES OF ABSENCE

Section 1 After successful completion of the probationary period an employee may request an unpaid leave of absence of up to six months duration. An extension of the leave may be requested, but the total duration of the leave shall not exceed one year.

Section 2 Any request for a leave of absence shall be submitted in writing by the employee to the Department Head for at least thirty (30) days in advance of the desired leave commencement date, except in the case of an emergency. The request shall state the reason for the leave (e.g., child rearing leave) and the length desired. The Department Head and the Superintendent shall decide whether to grant the leave or the request for an extension of a leave.

Section 3 There will be no loss of seniority or benefits during an unpaid leave; however, no additional seniority or benefits will accrue during such leave.

Section 4 Upon the expiration of a leave without pay, the employee shall be reinstated to the position that he or she occupied at the time the leave was granted.

Section 5 Before an unpaid leave of absence takes effect, the employee must use all available vacation time.

ARTICLE XX

BEREAVEMENT LEAVE

Section 1 In the event of a death in the employee's immediate family, the employee will be compensated for scheduled time not worked at the regular straight time hourly rate of pay from the day of death through the day of the funeral and the days immediately following the funeral, for three days. Said three day leave does not include Saturday, Sunday, or legal holidays.

Section 2 The immediate family includes spouse, child, step-child, sibling, parent, parent-in-law, grandparent, brother-in-law, sister-in-law, and grandchildren.

Section 3 In the event of the death of an employee's aunt, uncle, or great grandparent, the employee will be compensated for scheduled time not worked on the day of the funeral at his/her regular straight time hourly rate of pay provided that the employee attends the funeral.

Section 4 Additional paid bereavement leave days may be granted by the Superintendent or his designee in the event of unusual circumstances.

Section 5 Employees shall notify their Department Head, the Superintendent, or his designee as soon as possible of a need to take a leave pursuant to this Article.

Section 6 An employee entitled to funeral leave while on vacation shall not lose vacation time.

ARTICLE XXI

HOURS OF WORK AND PREMIUM PAY

Section 1 A normal work day shall consist of eight (8) hours, excluding the meal period.

Section 2 All present employees on the Massena Electric Department payroll as of July 1st, 2002 will be classified as full-time employees with a work week of no less than forty (40) hours.

Section 3 - All new full-time employees, after the effective signing date of this Agreement, can be hired and/or employed at no less than forty (40) hours per week.

Section 4 - All present employees and any future hired employees working at least forty (40) hours a week shall be considered as a full time employee for all purposes of this Agreement.

Section 5 The Employer may alter shift hours or add or delete shifts.

Section 6 All actual hours worked, including hours paid but not worked, in excess of eight hours in a day and/or forty hours in a week shall be compensated at one and one-half times the employee's straight time hourly rate, provided that such overtime is authorized in advance and reported promptly when worked. Payment of overtime rates shall not be pyramided or duplicated for the same hours worked. Should certain hours qualify for premium rates under two or more provisions of this Agreement, only the higher premium shall apply. Hours compensated at a premium rate shall not be counted as hours worked in determining premium pay under the same or any other provision of this Agreement.

Section 7 Sunday work shall be compensated at time and one-half the employee's straight time hourly rate of pay.

Section 8 Employees shall work the hours assigned as the employee's normal work day and work week and such overtime hours as the Employer may require. Employee shall be given twenty four (24) hours notice of scheduled overtime work.

Section 9 An employee who works sixteen (16) consecutive hours in a twenty four (24) hour period shall be allowed a rest period of eight (8) consecutive hours before returning to work. Any part of such rest period which falls during the employee's regularly scheduled shift shall be compensated at straight time provided the employee works the balance of the scheduled shift, if any. In cases of severe emergency, the Employer shall be permitted to stagger the rest periods in segments of at least four (4) hours; if any employee does not receive eight (8) hours rest in a twenty four (24) hour period he/she shall be paid double the regular straight time hourly rate for all hours worked in excess of sixteen (16) in the twenty four (24) hour period.

Section 10

(a) In the event that an employee is called in to work outside of his or her scheduled hours, the employee shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half the employee's straight time hourly rate, except on holidays, in which case the employee shall be guaranteed two (2) hours pay at two times the employee's straight time hourly rate. The provisions of this section shall not be construed as requiring MED to pay call-in pay in the event that an employee is called in to work during a two (2) hour period for which an entitlement to call-in pay has already been earned. For example, an employee is called in at 8:00 p.m. and is entitled to two (2) hours call-in pay. The employee returns home at 8:30 p.m. and is called back in at 9:00 p.m., leaving at 9:15 p.m. The employee is not entitled to call-in pay for the 9:00 p.m. call-in.

(b) When an employee is called out for emergency work his/her time will start fifteen minutes before he/she clocks in and will extend fifteen minutes beyond his/her clock out to compensate for traveling to and from MED.

(c) When an emergency outage occurs and the call-out employee believes a second man is required for safe performance of the work, he shall request a second man by contacting the line foreman, or the superintendent in his absence. The line foreman or the superintendent, or his/her designee, will make a physical appearance to assess situation if the second man is denied. If neither is available after reasonable efforts to contact them have been made, the call-out employee shall decide, in keeping with safety standards and practices, whether to call out a second employee. It is understood that such call outs shall be made only when absolutely necessary.

(d) M.E.D. agrees to put an overtime list.

(e) A cellular phone will be available for use in an emergency vehicle.

Section 11 An Employee required to work two (2) consecutive hours before or after his or her regularly scheduled shift (or in an emergency if the call-in is over one hour but less than two (2) hours before or after the regularly scheduled shift) shall receive a \$10.00 meal allowance.

When lunch periods are worked during the regularly scheduled work day, the employee will receive one and one-half times his or her hourly rate of pay for his lunch, or sufficient time off to eat before the sixth hour of his or her regularly scheduled shift, whichever, in the discretion of the Employer, is feasible. Employees who work four (4) consecutive hours between 8:00 p.m. and 4:00 a.m. shall receive a \$10.00 meal allowance. In the event of an emergency, employees may be required by the Employer to stagger meal times.

Section 12 As far as is practical, scheduled overtime shall be distributed equitably among employees in the affected job classification, consideration being given to employee qualifications and availability.

ARTICLE XXII

RESIDENCE REQUIREMENT

Section 1 All employees shall reside within the Massena Electric Department Service Area. This residency requirement shall be deemed a condition of employment and a failure to meet or maintain this qualification shall be grounds for immediate termination. Such termination shall not be subject to the arbitration provisions set forth in this Agreement.

Section 2 Employees who reside outside of the Massena Electric Department Service Area shall have one year from their date of permanent appointment to move within the Service Area. Such an employee's failure to move within the Service Area within the one year period shall be a matter to be reviewed by the Employer. This decision of the Employer shall not be subject to the grievance/arbitration procedure of this Agreement.

ARTICLE XXIII

UNION VISITATION

Section 1 The officers or any representative of the Union not in the employ of the Massena Electric Department may visit the Employer's premises for the purpose of negotiations scheduled to be held on the premises and for the investigation of grievances provided that arrangements for any visits to employer premises are made in advance with the Superintendent or his designee. In no event shall such visitations impede or interfere with normal Employer operations.

ARTICLE XXIV

FOUL WEATHER GEAR

Section 1 The Employer shall maintain its current practice of providing the following foul weather gear: rainsuits; rubber boots; hard hat liners; and rubber glove liners.

Section 2 The employee shall be responsible for replacing lost or damaged foul weather gear, ordinary wear, tear and reasonable loss excepted.

Section 3 Personal use of foul weather gear provided by the Employer shall be prohibited.

ARTICLE XXV

HEALTH & SAFETY

Section 1 The Employer shall continue to comply with all applicable state and federal occupational health and safety laws. In addition, the Employer shall be guided by the most current version of American Public Power Association Safety Manual for an Electric Utility.

Section 2 Employees shall comply with safety rules established by the Employer.

Section 3 The Employer and the Union shall form a committee, that will meet quarterly or when specially called, with each party designating two representatives, to meet for the purpose of discussing health and safety issues and to propose health and safety work rules. The Committee shall not be the sole source of such proposals. Grievances concerning health and safety may, in the committee's discretion, be reviewed by it, but such review shall not in any way affect either party's rights or obligations pursuant to the Grievance/Arbitration provisions of this Agreement.

Section 4 At no time will a bargaining unit employee be required to unlock the safe while alone, or be left alone with the cash drawer.

ARTICLE XXVI

INCLEMENT WEATHER

Section 1 Employees shall not be required to perform outside work during inclement weather, except in the case of an emergency as determined by the Employer. It is understood that in the event of inclement weather, employees will bring the work to a point where it will be reasonably safe.

Section 2 The superintendent or Department Head shall be the sole judge as to what constitutes inclement weather for employees in a particular job classification.

Section 3 During inclement weather the employee shall, at the direction of the Employer, perform work within his classification if available. If not available, the employee may perform any reasonable work outside his/her classification to which he may be assigned at his regular rate of pay at MED or may refuse such work. If the employee refuses such work he/she shall be removed from the payroll for the duration of the period of inclement weather, but shall not be disciplined for such refusal. The employee shall be available for work at the cessation of the inclement weather period and shall notify the Superintendent or Department Head of the place at which he can be reached by phone.

ARTICLE XXVII

SUPERVISORS

The parties agree that, because of the Employer's size, the number of employees, and the nature of the Employer's operations, supervisors may perform work customarily performed by bargaining unit employees, if such work is of an emergency nature or of a non-reoccurring nature or of a short duration or if no qualified bargaining unit employee is available to do the work. The Employer agrees to make reasonable efforts to keep work in the bargaining unit.

ARTICLE XXVIII

OUTSIDE EMPLOYMENT

Section 1 Employees are prohibited from undertaking outside employment that prevents or substantially impairs the employee's performance of scheduled work, including stand by duty, and overtime work required by the Employer.

ARTICLE XXIX

TOOLS

Section 1 The Employer shall provide all tools that it deems necessary to the performance of work including: hand tools, line belts, safety straps, tool bags, rubber gloves, and keepers. When tools are provided by the Employer, the employee receiving them shall be responsible for their return in good condition, ordinary wear and tear excepted and reasonable loss excepted. Tools provided by the Employer shall not be for personal use.

Section 2 If, in the future, the Employer requires uniforms for employees, the parties agree to negotiate as to the number of sets of uniforms to be provided and as to responsibility for uniforms.

Section 3 Should an employee ruin personal clothing through no fault of his/her own while working on the job, the Department Head shall determine whether and to what extent the employee shall be reimbursed for the damage or loss.

Section 4 The Employer shall reimburse employees for one-half of the cost of one pair of MED-approved safety shoes or linemens boots actually purchased to a maximum of \$60.00 for safety shoes, or a maximum of \$120.00 for linemens boots, on a contract year basis.

ARTICLE XXX

BULLETIN BOARDS

Section 1 The Employer shall provide a bulletin board located on a wall in a conspicuous area, for the posting of official Union business. The Board shall be made of appropriate material and shall measure no less than two feet in length by two feet in width.

Notices shall be restricted to:

- 1. Notices of Union meetings;*
- 2. Notices of Union elections, appointments, and results of Union elections;*
- 3. Notices of Union recreational and social affairs; and*
- 4. Union Safety bulletins.*

If both the Employer and Union agree, notices of other types may be posted.

Section 2 Outdated notices shall be removed from the bulletin board. Notices having no effective date shall be removed after 30 days.

ARTICLE XXXI

STAND-BY PAY

Section 1 An employee who is assigned standby duty on a weekly basis shall receive eight (8) hours pay for the week at his regular straight time rate for this standby duty.

Section 2 An employee assigned to standby duty on a week in which there falls a paid holiday, will receive an additional two (2) hours standby pay.

Section 3 The standby list shall be posted on the bulletin board and the standby assignment shall be rotated periodically.

ARTICLE XXXII

REST PERIODS

Each employee will be allowed a fifteen (15) minute rest period during the morning and a fifteen (15) minute rest period during the after noon. Breaks shall be at a time and place that will minimize disruption of operations.

ARTICLE XXXIII

EDUCATION & TRAINING

Section 1 Employees who have successfully completed the probationary period may request reimbursement for tuition actually incurred and not reimbursable through another source for courses that will improve the employee's job skills and job performance. Requests must be submitted to the Department Head at least two weeks before commencement of the course in question. In deciding whether to grant requests, the Employer will consider, among other factors, the number of requests in that semester, as well as the relationship between the course of study and necessary job skills. Upon successful completion of an approved course, and upon presenting a certificate of successful completion, the Employer shall make reimbursement.

ARTICLE XXXIV

PART-TIME EMPLOYEES

Section 1 As defined in Civil Service regulations, and subject to amendment of those regulations, a part-time employee is any employee who works less than 20 hours per week and earns less than \$3,500 per year. In addition, to qualify as “part-time” under this Agreement, the employee must work a regular schedule and must not have been hired in a temporary capacity.

Section 2 Part-time employees shall be entitled to the benefits provided in this Agreement to the extent set forth in the specific benefit provisions of this Agreement.

ARTICLE XXXV

MILITARY SERVICE

Employees shall be granted all employment and re-employment rights to which they are entitled under applicable state and federal statutes.

ARTICLE XXXVI

HEALTH INSURANCE

Section 1. Health Insurance for Present Employees

- A.) The Employer will maintain health insurance coverage for each full-time Union employee presently employed by MED, and MED will also cover any further MED Union employee hired during the duration of this contract which expires on June 30th, 2006 at Midnight.
- B.) Each employee covered by the individual policy shall contribute to health insurance coverage by making a Five Dollar per week co-payment toward the individual premium. Each employee covered by the family policy shall contribute by making a co-payment of Fifteen Dollars (\$15.00) per week toward the premium. Co-payments shall commence upon the signing of this Agreement.
- C.) The MED Union employees health insurance coverage will be carried by Blue Cross-Blue Shield with *Preferred Blue Plan 14X and Blue Medallion, Group # 0013908, Plan Code # 306/806* being the specified plans in use.
- D.) The employees will receive no less in coverage for the duration of this contract for benefit schedules as shown in the *Preferred Blue Plan and Blue Medallion* plans in the event that a new health insurance plan is implemented by the Employer.
- E.) The Employer shall make appropriate arrangements that this benefit is a pre-tax contribution for the Employee.

Section 2. Health Insurance Benefits for Retired Employees

- A.) The Employer shall maintain health insurance coverage for each full-time Union employee who retires on the terms stated below.

- B.) To be eligible for this retirement benefit, the Union retiree must have ten years of service with the Employer.
- C.) Health Insurance coverage for the retiree shall be as follows anytime after the retiree reaches age 55:

YEARS OF SERVICE	YEARS OF COVERAGE
10	3
14	4
18	5
22	7
26	10
30	12

In addition, employer shall make a contribution of up to \$2,200.00 dollars annually toward the premium for retiree's spouse for each year retiree is entitled to coverage as outlined above. Employer shall have no obligation to continue this coverage if the spouse has coverage available at no cost to spouse through spouses current or former employment. Employee shall certify in writing to Employer whether or not spouse has coverage available. Upon the death of retiree's spouse, this annual contribution shall terminate.

- D.) The health insurance coverage shall be no less than the coverage available to all other current active employees of the Employer.
- E.) The Employer will make all premium payments without any retiree co-pay contribution.

ARTICLE XXXVII

HOLIDAYS

Section 1 Employee shall receive the following paid holidays:

1. New Years Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve Afternoon (1/2 day)
11. Christmas Day
12. Two Floating Holidays
13. Special Floating Holiday

Whenever a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. Whenever a holiday falls on a Sunday it will be observed on the following Monday. Floating holidays shall be scheduled by the Department Head, on a first come, first served basis, so as not to impair the operations of the Employer.

The "Special Floating Holiday" is to be assigned on an annual basis by Employer and Employees to be used in conjunction with any other scheduled Tuesday or Thursday holiday. In the event that there are no scheduled Tuesday or Thursday holidays or if the Committee cannot agree, the special floating holiday will be used as a regular floating holiday.

Section 2 Full time and part time employees shall receive holiday pay in the amount of their regularly scheduled number of hours times their straight time hourly rate of pay. In order to be eligible for holiday pay, an employee must work his or her entire shift on both the

scheduled day before and the scheduled day after the holiday. Those employees on layoff shall not be eligible for holiday pay unless they have worked the entire shift on the day before the holiday. For the purposes of this section, an employee shall be deemed to have worked the scheduled day before or after the holiday if the employee is on an absence approved by the Department Head or his designee.

Section 3 If a holiday occurs during an employee's vacation, the employee will be provided compensatory time off with pay.

Section 4 Employees who are required to work on a holiday shall be paid double time for all hours worked.

Section 5 Employees with less than one (1) year of service in the contract year will accrue regular floating Holidays as follows:

<u>Months of Service</u>	<u>No. of Floating Holidays</u>
0-4	0
4-8	1
8-12	2

To be entitled to an assigned Special Floating Holiday, an employee must be on the payroll on the date that the holiday is celebrated. To be entitled to an unassigned Special Holiday, the employee must have completed two months of service in the contract year.

ARTICLE XXXVIII

VACATIONS

Section 1 Full-time employees shall receive paid vacation days in accord with the following schedule and the conditions set forth below:

- (a) 10 days upon completion of 12 months of service;
- (b) 15 days upon completion of 60 months of service;
- (c) 20 days upon completion of 120 months of service; and
- (d) 25 days upon completion of 300 months of service.

Section 2 Vacation pay shall be computed on the employee's straight time hourly rate of pay.

Section 3 If, through no fault of his/her own, and employee does not receive annual vacation entitlement, the employee may choose to be paid for the time not taken or may choose to use the entitlement in the subsequent year. If an employee elects compensation, he/she will be paid based on the rate of pay in effect on December 31 of the year the entitlement was earned.

Section 4 Vacations of one week or more must be requested at least three (3) weeks in advance. When less than one week vacation is desired, 48 hours notice of the request is required. Vacation requests are subject to the approval of the employee's Department Head, who shall consider, among other things, the operational needs of the Employer.

Section 5 The Employer shall have the right to unilaterally change vacation schedules in order to meet operational needs.

Section 6 Upon permanent separation from employment, other than retirement, an employee shall be paid for vacation time on an anniversary/eligibility date of contract basis and not on an accrued/pro-rated basis. Upon retirement, employee shall earn vacation time, subject to compensation, on an accrued/ pro-rated basis for the year of retirement. The vacation days accrued shall be equal to the product of the number of vacation days earned for the years of service for an entire year times a fraction the numerator of which is the number of days since the employee's anniversary date and the denominator of which is the number 365.

Section 7 If a regular payday falls during an employee's vacation, upon request at least one week in advance, the employee shall receive his/her paycheck before the commencement of the vacation, provided that the employee is taking at least one weeks vacation.

Section 8 A form will be provided requesting time off/vacation, signed by the employee and the employer. The request form will be approved or denied and comments and/or remarks can be made at the discretion of Employer.

ARTICLE XXXIX

DISABILITY INSURANCE

Section 1 Massena Electric Department will obtain and bear the premium cost of disability insurance coverage for its employees that is comparable in coverage and benefits to the disability coverage required of private sector employers by the State of New York.

Section 2 Employees absent due to disability shall be required to comply with notice and filing requirements imposed by the Employer's disability insurance carrier. Employees may be required to provide medical verification of the existence or continuation of a disability.

ARTICLE XXXX

WORKERS COMPENSATION AND DISABILITY SUPPLEMENT

Section 1 An employee collecting Workers' Compensation payments or disability benefits payments may elect, by written notification to the Department Head, to supplement such payments from his or her accrued sick leave up to the level of the employee's regular weekly straight time hourly pay. If necessary, sick days shall be rounded to the nearest quarter day.

Section 2 An employee absent from work due to an employment related injury will not be dismissed from employment with M.E.D. for a minimum period of one year from the commencement of the injury.

ARTICLE XXXXI

WAGES

Section 1 The following hourly wage rates shall be paid effective the dates indicated:

<u>Title</u>	<u>Effective Date</u>				
	<u>7/1/01</u>	<u>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Chief Lineman	24.92	26.17	27.48	28.58	29.72
First Class Lineman	22.83	23.97	25.17	26.18	27.23
Second Class Lineman	19.14	20.10	21.11	21.95	22.83
Meter Technician	21.87	22.96	24.11	25.07	26.07
Custodian	11.76	12.35	12.97	13.49	14.03

Section 2 It is the intention of MED to convert some of its distribution circuits to 13.2/23kv GR.Y distribution and perform work on those circuits while energized.

Prior to performing work on energized 23kv distribution, the MED will provide training and equipment for all 1st Class and Chief Linemen to work the higher voltage with hot sticks.

Once the linemen have been trained and MED starts performing work on energized 23kv distribution circuits a 23kv premium of .50 cents per hour will be added to the base rate of all 1st Class and Chief Linemen who have successfully completed the training.

Section 3 Provisional and probationary employees shall be paid at an hourly rate for their classification that is 10% less than the rate for the classification listed on the schedule set forth in Section 1 of this Article. Employees upgraded to a higher classification shall be paid at the rate for the classification listed on the Schedule set forth in Section 1 of this Article.

Section 4 Employees required to fill in a higher classification for a full day or more at a time shall be paid the rate for that higher classification.

Section 5 In addition to the above, Employees shall have an opportunity to earn an incentive bonus. This incentive bonus plan shall be based on costs savings to employer. If Employees, as a group, can provide a provable and measurable cost savings to Employer, a percentage of the savings will be shared equally among Employees (Blue Collar and White Collar). The amount of savings to be shared among Employees (Blue Collar and White Collar) as an incentive bonus shall be equal to fifty percent of all savings with a cap of two percent of all union wages being distributed to Employees. The Employer must agree to all savings plans. The Employer must be able to quantify and document all savings for them to be eligible.

ARTICLE XXXXII
APPRENTICE LINEMAN

Section 1 Any employee working as an Apprentice under this Agreement will be trained to become a First Class Lineman through the National Joint Apprenticeship and Training Committee for the Electrical Industry.

Section 2 An employee hired and classified as an Apprentice Lineman will be advanced to the classification of Second Class Lineman as follows:

Step 1: A new Employee, called a 1st Step Apprentice, with no electrical experience, will work for a period of six months assisting only from the ground.

Step 2: Six months from date of hire, an Apprentice, called a 2nd Step Apprentice, may, under close supervision, work on voltages up to and including 440 volts. One and one-half years (1 1/2) from date of hire, an Apprentice Lineman shall be moved to Step 3 providing he meets the following criteria:

(a) He will have completed Units 1-1 through 106; passed all open book unit tests with at least 85%; and passed the supervised test 1-7 with at least 75%.

(b) It is determined by his Line Foreman and Superintendent that he is qualified for advancement from the practical aspects of his assigned duties during Step 2.

Step 3: A 3rd Step Apprentice shall remain at Step 3 for the period of at least one year before moving to Step 4. Under close supervision, he may engage in work on live lines customarily gloved by the Massena Electric Department. Before advancement to 2nd Class Lineman, he shall meet the following criteria:

(a) He will have completed units 2-1 through 2-6; passed all open book unit tests with at least 85% and passed the supervised test 2-7 with at least 75%.

(b) It is determined by his Line Foreman and Superintendent that he is qualified for advancement from the practical aspects of his assigned duties during Step 3.

Step 4: A 2nd Class Lineman shall remain a 2nd Class for a period of one year before being eligible for consideration of promotion to 1st Class Lineman. In addition, the following criteria shall be met:

(a) He will have completed units 3-1 through 3-6; passed all open book unit tests with at least 85%; and passed the supervised test 3-7 with at least 75%.

(b) It is agreed upon by the Electric Department Line Foreman and Superintendent that the employee is competent in all aspects of his assigned duties and MED determines that there is a need for a 1st Class Lineman.

Section 3 Should the services of a 1st Class Lineman be required, and there is no current 2nd Class that meets the requirements of Step 4 (a) and (b) of this Article, the Employer may hire from outside the unit. However, if a current 2nd Class meets the requirements of Step 4 (a) and (b) of this Article he shall be promoted to the First Class position.

Section 4 New employees hired as Apprentice Linemen may be started at any apprentice Linemens' step that the Employer deems appropriate; however, before advanced to the next step, the Employee must complete all units and tests required under previous steps of this Article.

Section 5 No current Employee will be reduced in wages to meet the requirements of this Article.

Section 6 Wage rates for Apprentice Linemen shall be as follows:

	<u>EFFECTIVE DATE</u>				
	7/1/01	7/1/02	7/1/03	7/1/04	7/1/05
Step 1	\$15.34	\$16.11	\$16.92	\$17.60	\$18.30
Step 2	\$16.60	\$17.43	\$18.30	\$19.03	\$19.79
Step 3	\$17.91	\$18.81	\$19.75	\$20.54	\$21.36

ARTICLE XXXXIII

LONGEVITY PAY

Section 1 Regular full-time employees shall be entitled to an annual longevity payment in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
Completion of 3 Years	\$100.00
Completion of 5 Years	\$200.00
Completion of 10 Years	\$500.00

Section 2 Longevity payments shall be made on the first payday in December. Completion of requisite years of service may occur at any time during the calendar year. Employees separated from service with MED will receive the longevity payment upon separation provided their anniversary date precedes the date of separation.

ARTICLE XXXIV

HEALTH INSURANCE BUY OUT OPTION

- a. Eligibility - any full time employee employed at the time period designated by the employer as an open enrollment period and who has health insurance available from a source other than Employer is eligible to participate in this program.
- b. Open enrollment period notices will be posted by the employer in a conspicuous place.
- c. An employee may choose to accept buyout options only during an employer designated open enrollment period.
- d. An employee may choose to discontinue participation in buyout options only during an employer designated open enrollment period, or in the event of one of the following documentable lifestyle changes: death of a spouse or child, birth or legal adoption of a child, divorce, or marriage.
- e. An employee eligible for family health care insurance that opts to be provided with only single health care insurance coverage by the employer will receive from the employer a payment equal to 50% of the single health care insurance premium.
- f. An employee eligible for single health care insurance that opts to be provided with no health care insurance coverage by the employer will receive from the employer a payment equal to 25% of the single health care insurance premium.

- g. An employee eligible for family health care insurance that opts to be provided with no health care insurance coverage by the employer will receive from the employer a payment equal to 50% of the single health care insurance premium.
- h. Buyout option payouts by the employer will be made within thirty (30) days following the due date for which the employer premium payment to the insurance provider(s) is due.
- i. In the event of a documentable lifestyle change as above, or in the event of a retirement, or in the event that an employee discontinues employment with the employer for any reason, the employee, if partaking in any health care insurance buyout option, will receive a prorated health care insurance buyout option payout. This prorated payout will be calculated based on the ratio of number of days the eligible employee worked during a health care insurance billing cycle to the total number of days in the health care insurance billing cycle. Example: an employee retiring after working 15 days of a 30 day health care insurance billing cycle would receive a payout of 50% of the payout they would have received if they had continued employment through the remainder of the health care insurance billing cycle.
- j. In order to opt for the above described health care insurance buyout options, an employee must annually sign a written waiver and provide written documentation that they have secured health care insurance elsewhere.

Payouts by the employer to the employee for any of the above described health care insurance buyout options may be taxable income and may impact retirement benefits. Employees assume all responsibilities for tax and retirement implications of participation in the health care insurance buy out option program.

ARTICLE XXXV

STATUTORY PROVISIONS

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 legislative body has given approval.

ARTICLE XXXXVI

SAVINGS AND SEPARABILITY

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

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

ARTICLE XXXXVII

DURATION

With respect to wages, this Agreement is effective 12:01 a.m., *July 1st, 2001* and shall continue in effect to and including midnight *June 30th, 2006*. All other payments, benefits, responsibilities, and obligations shall be effective upon the signing of this agreement.

Dated:

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 1249**

MASSENA ELECTRIC DEPT.

By: _____
*John Bishko
Business Manager*

By: _____
*James Shaw
MED Utility Board*

By: _____
*Jack Vaisey
Unit Chairman*

By: _____
*Alfred Derouchie
Superintendent*

By: _____
*Michael Fullex
Unit Representative*

By: _____
*Tina Prosonic
Unit Representative*

By: _____
*Maureen LeGrow
Unit Negotiator*

By: _____
*Randy LePage
Unit Negotiator*