



**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](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Mohawk Municipal Commission and Non-Supervisory Technical, Office, and Clerical Employees, International Brotherhood of Electrical Workers (IBEW), Local 1249 (2004)**

Employer Name: **Mohawk Municipal Commission**

Union: **Non-Supervisory Technical, Office, and Clerical Employees, International Brotherhood of Electrical Workers (IBEW)**

Local: **1249**

Effective Date: **06/01/04**

Expiration Date: **05/31/07**

PERB ID Number: **7685**

Unit Size: **5**

Number of Pages: **32**

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/>

EG\7685

AGREEMENT BETWEEN

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

LOCAL UNION 1249  
6518 Fremont Rd.  
East Syracuse, New York 13057

and the

MOHAWK MUNICIPAL COMMISSION  
28 Columbia St.  
Mohawk, New York 13407

June 1, 2004 through May 31, 2007

**RECEIVED**

OCT 03 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

5

**MOHAWK MUNICIPAL COMMISSION  
and  
IBEW LOCAL 1249  
COLLECTIVE BARGAINING AGREEMENT  
INDEX**

<u>Article #</u>	<u>Article</u>	<u>Page #</u>
I	Agreement	1
II	Witnesseth	1
III	Statutory Provisions	2
IV	Severability	2
V	Representation	3
VI	Convict Labor	3
VII	No Discrimination	3
VIII	Management Rights	4
IX	Agency Fee	4
X	Dues Deduction	5
XI	Strikes & Lockouts	5
XII	Territory	5
XIII	Definitions	6
XIV	Work Hours	7
XV	Overtime Compensation	8
XVI	Probationary Term	9
XVII	Labor Management Committee	9
XVIII	Grievances	10
XIX	Seniority Provisions	11
XX	Promotions/Demotions/Transfers/ Layoffs/Rehiring	12
XXI	Sick Leave	14
XXII	Clothing	15
XXIII	NYS Drivers License	16
XXIV	Work Headquarters	16
XXV	Bereavement Leave	16
XXVI	Personal Leave	17
XXVII	Jury Duty	17

## INDEX (cont'd)

<u>Article #</u>	<u>Article</u>	<u>Page #</u>
XXVIII	Leaves of Absence	17
XXIX	Absence from Work	18
XXX	Holidays	18
XXXI	Vacations	19
XXXII	Life Insurance	21
XXXIII	Annual Physicals	21
XXXIV	Health Plan	22
XXXV	Retirement	23
XXXVI	Severance Pay	23
XXXVII	Safety	24
XXXVIII	On Call	24
XXXIX	Wages	25
Schedule A	Wage Rates	26
XV	Longevity Plan	27
Exhibit 1	Health Insurance Plan Description	28
	Signature Page	29

## ARTICLE I AGREEMENT

Section 1 This Agreement, effective this 1st day of June, 2004, and between Mohawk Municipal Commission (Hereinafter referred to as the Commission), party of the first part, and Local 1249, of the International Brotherhood of Electrical Workers of 6518 Fremont Rd., East Syracuse, New York affiliated with the American Federation of Labor (hereinafter referred to as the Brotherhood), party of the second part,

Section 2 This Agreement shall take effect as of June 1, 2004 and on that day shall supersede all previous Agreements between the Commission and the employees, and shall remain in full force and effect thru May 31, 2007 and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing, at least ninety (90) days prior to the expiration date, of a desire to amend or terminate same.

It has been agreed that negotiations will begin three months before the expiration date of this contract.

It is agreed by both the Commission and the Union that in the event agreement is not reached by May 31 of any year, the terms of the agreement reached after this date will be retroactive to May 31 of the year.

## ARTICLE II WITNESSETH

Section 1 WHEREAS, the majority of non-supervisory production and maintenance employees of the party of the first part, and the majority of its non-supervisory technical, office and clerical employees have indicated, by signed authorization cards, their desire to be represented by the International Brotherhood of Electrical Workers, A.F.L., and the party of the first part has recognized said International for the purpose of collective bargaining, and

Section 2 WHEREAS, the Commission and the Brotherhood, for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time between the parties and of promoting harmony and efficiency, now desire to enter into an agreement between the parties.

### ARTICLE III STATUTORY PROVISIONS

Section 1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE 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 LEGISLATION BODY HAS GIVEN APPROVAL.

NOW, THEREFORE the Commission and the Brotherhood agree as follows:

Section 2 Should any article, section or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction or by regulations of the State, such decision of the court or regulation of the State shall apply. Upon the issuance of such a decision, the parties agree to negotiate as soon as practical a substitute for the invalidated article, section, or portion thereof.

### ARTICLE IV SEVERABILITY

Section 1 If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

## ARTICLE V REPRESENTATION

Section 1 The Commission agrees to negotiate and bargain exclusively with the Brotherhood through its duly accredited officers and representatives in respect to rates of pay, wages, hours of employment, and other conditions of employment, for employees covered by this Agreement as shown by job titles in Article XVIII.

Section 2 The provisions of this Agreement shall not apply to confidential employees, or to plumbers, bricklayers, carpenters, cement finishers, or other employees in building trade classifications who are members of a craft union affiliated with the American Federation of Labor and who are employed by the Commission on an hourly basis.

## ARTICLE VI CONVICT LABOR

Section 1 The Employer agrees not to sublet out of unit, to any convict labor force, any duties or assignments presently or historically performed by employees of this Agreement, that would detrimentally impact wages or reduce hours of MMC employees.

## ARTICLE VII NO DISCRIMINATION

Section 1 Reference to employees, worker, and all pronouns referring to such, refer to male and/or female.

Section 2 There shall be no discrimination against age, sex, marital status, race, color, creed, national origin, or political affiliation.

## ARTICLE VIII MANAGEMENT RIGHTS

Section 1 The Brotherhood recognizes that the management of the commission, the direction of its working forces, the determination of the number of employees it will employ or retain, the right to hire, suspend, discharge, discipline, promote, demote, or transfer, and the right to release employees because of lack of work or for other proper and legitimate reasons, are vested in and reserved to the Commission, subject however to the provisions of the Agreement and the employees' right to adjustment of grievances as provided herein. The Commission agrees that there shall be no discrimination, interference, restraint, or coercion by the Commission, or by any of its agents, on behalf of or against any employee because of his membership in the Brotherhood or because of any lawful activities on behalf of the Brotherhood.

Section 2 The Mohawk Municipal Commission retains the management right to negotiate this contract as a Commission or to hire a professional negotiator to handle all terms of this contract.

## ARTICLE IX AGENCY FEE

Section 1 All new employees who do not become Union members after thirty (30) calendar days of employment, or any employee who on the effective date of this Agreement is a member of the Union, shall as a condition of employment pay his/her membership dues in the Union for as long as he or she remains an employee of the MMC under the terms and conditions of this Agreement.



## ARTICLE X DUES DEDUCTION

Section 1 On individual written authorizations of members of the Brotherhood, the Commission shall deduct from the wages of such members initiation fees and dues provided for in the constitution and By-Laws of the Brotherhood, and shall remit the same within ten (10) days to the Financial Secretary of the Local Union involved.

## ARTICLE XI STRIKES AND LOCKOUTS

Section 1 It is agreed that during the life of this Agreement all strikes or work stoppage by employees of the Commission who are members of the Brotherhood are prohibited, whether authorized or not authorized by the Brotherhood and the Commission, will not engage in a lockout.

Section 2 It is further agreed that the Commission may take such disciplinary action as it may deem necessary, including discharge, with respect to employees participating in a strike or work stoppage.

## ARTICLE XII TERRITORY

Section 1 The territory covered by this Agreement shall include all the franchise territory of the Commission.

## ARTICLE XIII

### DEFINITIONS

Section 1 **Temporary Employee**, as defined by Civil Service regulations, is one hired for a specific job of limited duration not exceeding sixty (60) days, except that this period may be extended for another sixty (60) days by mutual agreement. The Commission and the Local Union involved will discuss those cases where, in the opinion of either, the use of a temporary employee continues long enough to indicate that a regular job exists.

Section 2 **Probationary Employee**, as defined by Civil Service regulations, is one hired with a view to filling a regular position, who, before being advanced to the status of a regular employee, must undergo a period of probation of three (3) months' duration during which time his qualifications can be determined.

Section 3 **Regular Employee**

(a) A regular employee is an employee on the active payroll on a permanent basis. Normal work hours are eight (8) hours per day, Monday through Friday. Exception is the Office and Clerical Workers; they will be required to work 7 1/2 hours per day. Job titles are as identified by Civil Service lists.

Section 4 **Part-time Employee** is one who normally works twenty (20) hours or less a week; one thousand forty (1040) hours per year or less.

Section 5 **Average Hourly Rate** is the basic hourly rate.

Section 6 **Commission Seniority** of a regular employee is the total length of continuous service (including previous uninterrupted service as a temporary or probationary employee).

**Section 7**    **Prearranged Overtime** work is overtime work of which the employee was notified while at work on a scheduled or reschedule tour of duty.

**Section 8**    **Call-out** is a communication to an employee while off duty directing him to proceed immediately to a designated work location to engage in overtime work or to report for such work at a designated time.

## **ARTICLE XIV WORK HOURS**

**Section 1**    There shall be maintained a basic work-day of eight (8) hours and a basic work-week of forty (40) hours for all regular and probationary employees, and a basic work day of 7 1/2 hours and a basic work week of 37 1/2 hours for all Office and Clerical workers.

**Section 2**    **HOURS OF WORK**

- (a)    Field Employees - Seven (7:00 AM) to Three Thirty (3:30 PM).
- (b)    Office & Clerical Workers Eight (8:00 AM) to Four (4:00 PM)

**Section 3**

All lunch hours will be 1/2 hour.

**Section 4**    For every hour worked after midnight by an employee, if scheduled to work a regular work day that same day, he shall be allowed to report to work one hour later than his normal starting time without pay and without question. If an employee does report to work at his normal starting time, under the situation referred to above, it is understood that the work will be of a light nature and the employee will not be asked to work on poles or structures above ground, except in an emergency.

## ARTICLE XV OVERTIME COMPENSATION

Section 1 Overtime work, when necessary, will be ordered by the department foreman or supervisor. Under no circumstances will an employee determine that he or she will work overtime without first consulting and getting the approval of department supervision. Emergency overtime work deemed necessary by the Utilities' personnel while on "call duty" does not require authorization from the department supervisor.

Section 2 The overtime rate shall be one and one-half (1 1/2) times the employee's average hourly rate as defined in Article XL, Section 1.

Section 3 When overtime is ordered by the supervisor or foreman, it is expected that employees so directed will, except for valid excuses, be available for work. The department foreman or supervisor will make a judgment as to whether or not an excuse for not working overtime when so ordered is valid.

Section 4 Overtime Work is work performed under any of the following conditions:

(a) Work in excess of eight (8) hours per day or forty (40) hours per week for day workers or work in excess of 7 1/2 hours or 37 1/2 hours per week for Office and Clerical workers.

(b) Work performed on any day observed as a holiday.

Section 5 Work in excess of forty (40) hours per week or 37 1/2 hours per week will be paid on an overtime basis and, work in excess of eight (8) hours a day or 7 1/2 hours a day shall be paid on an overtime basis.

Section 6 In departments where feasible, and at the discretion of the foreman or supervisor and with their approval, overtime work can be taken in future "time off" with pay, in lieu of the overtime wages. The accumulated "time off" with pay shall not exceed eighty (80) hours.

Section 7 MEALS - The existing practice of the Employer with respect to payment for meals for work beyond employee's regular working times, shall be continued.

**Section 8**

- (a) When an employee is required to perform work on other utility properties to assist them in restoration of service due to storm damage, the employee will receive double their straight time rate of pay for actual hours worked. Travel to and from these assignments will be at the prevailing rate of pay, per Article XV, Section 1-5.
- (b) When restoration work requires employee to be housed away from their homes, adequate lodging and meals shall be paid for by the Employer.
- (c) The exception to paragraph (A) will be sister municipalities of Frankfort and Ilion.

**ARTICLE XVI  
PROBATIONARY TERM**

**Section 1** During that probation period, the new employee shall have no seniority and he or she may be discharged with or without cause. Upon completion of twelve (12) weeks of service or sooner at the option of the employer, but can be extended up to twenty six (26) weeks with a letter. The new employee shall become a regular employee with seniority retroactive to his or her date of hire.

**ARTICLE XVII  
LABOR-MANAGEMENT COMMITTEE**

**Section 1** There shall be a Labor-Management Committee of four (4) representing the Union and four (4) representing the Commission. It shall meet at such times as it may decide. However, it shall meet also within five (5) working days when written notice is given by either party. It shall select its own Chairman and Secretary.

Section 2 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Six (6) members of the Committee, three (3) from each of the parties hereto, shall be a quorum for the transaction of business but each party shall have the right to cast the full vote of its representatives and it shall be counted as though all were present and voting.

## ARTICLE XVIII GRIEVANCES

Section 1 Should the Brotherhood claim that a dispute or difference has arisen between the Commission and the Brotherhood as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented within thirty (30) days from the date of the grievance and settled in the following manner, and there shall be no quitting or suspension of work during or on account of such dispute or difference:

- (a) Between the appropriate shop steward and/or Brotherhood representative and supervisor. If they fail to reach an agreement within three (3) working days, the aggrieved employee or his steward and/or Brotherhood representative shall furnish a written statement of the grievance to such supervisor on a form provided by the Commission for automatic referral to stop (b):
- (b) Between the Labor Management Committee who will decide the matter within twenty (20) days after notification or the dispute will be automatically referred to stop (c):
- (c) Submitted to the New York State Public Employment Relations Board for Arbitration in accordance with its rules and regulations.

Section 2 Unless otherwise agreed in the settlement of a grievance, monetary benefits accruing to employees as a result of the settlement of a grievance shall be effective as of the date such grievance was presented to the Commission in writing.

Section 3 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two parties are unable to

adjust any matter within five (5) working days, they shall refer the same to the Labor-Management Committee.

**Section 4** Any of the time intervals provided for in this Article XVIII may be changed by mutual consent.

**Section 5** In connection with any arbitration proceedings under the provisions of the Agreement, it is agreed that all expenses to be incurred shall be mutually agreed upon and shall be borne equally by the two parties.

**Section 6** If an employee represented by the Brotherhood hereunder is discharged from his employment on or after the date hereof and believes that he has been unjustly dealt with, such discharge shall constitute a dispute or difference for determination under the method of adjusting grievances provided for in Civil Service Law Section 75.

**Section 7** Should any grievance arise with respect to the promotion, demotion, layoff, transfer or re-employment of an individual employee, such grievance may be treated under Article XVIII of this Agreement; provided, however, promotions or transfers to jobs outside the bargaining unit and to foremen and other supervisory positions shall be solely a function of Management.

**Section 8** The procedure set forth in this Article shall not be used to abrogate or change any part of this Agreement.

## ARTICLE XIX SENIORITY PROVISIONS

**Section 1** Seniority of employees covered by this Agreement will be their length of continuous service with the Commission, except as herein provided.

**Section 2** When vacancies occur, consideration will be given in filling same in the following order:

(a) Promotion of present employees who are qualified to perform work for which additional employees are necessary.

(b) To reasonably available former employees on layoff due to reduction of force for less than one (1) year possessing the necessary qualifications for work in question; and

(c) To new applicants

**Section 3** In case of promotion or transfer between jobs within the bargaining unit, (1) seniority, (2) ability, (3) performance and (4) physical fitness will be given consideration. When (2), (3) and (4) are relatively equal, seniority shall govern.

**Section 4** In case of layoff or re-employment, primary consideration will be given to (1) seniority, but in addition, (2) ability, (3) performance, and (4) physical fitness will be considered. When (2), (3) and (4) are relatively equal, seniority will govern. In cases where a reasonable offer of re-employment is refused seniority under this agreement shall be canceled.

**Section 5** A former employee rehired within one year from their layoff date will be reinstated as to seniority of service, and his length of service will continue uninterrupted from the original first hire date.

**Section 6** Seniority will apply only within each department's designation.

## ARTICLE XX

### PROMOTIONS, DEMOTIONS, TRANSFERS

### LAYOFFS, REHIRING

**Section 1** Are subject to civil service lists which must be checked.

**Section 2** When a vacancy occurs or a new job is created outside the bargaining unit, but within the top rate of pay within the bargaining unit, the Commission agrees to give notice of the existence of such vacancy to the Brotherhood and its members by notifying the existing employees in writing at



least five (5) days before filling such vacancy. During such period employees shall have the right to submit applications for the vacancy.

**Section 3** Former employees leaving employment because of layoff due to lack of work, will be rehired in the reverse order in which they are laid off. Explicitly, the last person laid off in a department will be the first one rehired, etc.

**Section 4** An employee may be dismissed from employment by the Commission either through misconduct on the job, or incompetent performance of his assigned duties, or for repeated unauthorized absences etc.

**Section 5** Civil Service employees will be dismissed through the prescribed Civil Service regulations. Dismissal action and procedures concerning employees not under Civil Service will be the responsibility of the Commission.

**Section 6** Regular employees will receive two (2) weeks notice of a layoff.

**Section 7** When the Supervisor position is vacant for five (5) days for reasons other than planned leave, or the position is vacant for planned leave for four (4) or more days, the Supervisor may assign an employee to fill the position and the Supervisor will also establish the rights, duties and responsibilities of said employee's appointment. The rate of pay for filling the Supervisor position will be adjusted by an additional fifteen (\$15) dollars per day. It will be the employee's option to accept the supervisory position.

**Section 8** The commission is not obligated to rehire an employee who has been laid off for two (2) years.

## ARTICLE XXI

### SICK LEAVE

Section 1 For each month of an employee's employment, eight (8) hours sick leave shall be accumulated up to a maximum sick leave credit per employee of one thousand four hundred forty (1,440) hours by those employees normally employed to work a standard forty (40) hour work week. For those employees normally employed to work a total of thirty-seven and one-half (37 ½) hours per week, seven and one-half (7 ½) hours of sick leave shall accumulate for each month of the employee's employment up to a maximum sick leave credit per employee of one thousand three hundred and fifty (1,350) hours. No sick leave credit shall accumulate however during the sickness or injury period of absence.

Section 2 During the sickness or injury occasioned absence from employment, the employee shall receive from the employee's accrued sick leave entitlement, an amount per day or week that will supplement the other insurance benefits received by such an employee, as is required to bring the employee's total daily or weekly benefits up to the base pay received by such an employee immediately prior to the sickness or injury causing the absence from work. Sick leave benefits so received by an employee shall be charged against the employee's accrued sick leave entitlement.

Section 3 Balance of an employee's accrued sick leave entitlement will be carried forward from year to year up to a maximum of one thousand four hundred forty (1440) hours. This will continue until the employee is separated from his or her employment.

Section 4 At time of separation from employment and having completed 10 years of service, the employee will be entitled to \$20.00 per day compensation for unused sick days up to 120 days (960 hrs.). If this employee has more than 120 days accumulated time, he or she will be paid a rate of \$50.00 per day from 120 days total to maximum of 180 days.

Section 5 Sick leave benefits are granted to regular employees of the Municipal Commission. Other employees are not granted this benefit.

Section 6 Employees collecting disability or sick leave benefits shall receive holiday pay on the same basis as other employees.

Section 7 No sick leave time will be deducted from an employee's sick leave accumulation for "on the job" injuries, but payment will be made by the Commission to complete the make up of an employee's normal daily or weekly pay, not paid, through other benefit programs.

This benefit terminates upon the employee taking other employment or unjustifiably refusing other comparable employment or upon the termination of disability or after receiving such payments for the period of one year. Thereafter employees may utilize sick leave time to offset the difference between workers compensation benefits and their regular pay.

Section 8 A Doctor's excuse is required after five (5) consecutive days of absence from work due to illness.

## ARTICLE XXII

### CLOTHING

Section 1 The Commission will purchase for employees working outdoors OSHA approved clothing consisting of:

- (a) Two (2) Jackets
- (b) One (1) Jacket Liner
- (c) Eleven (11) Uniforms

Section 2 Five (5) uniforms a week will be cleaned at the Commission's expense.

Section 3 Uniforms and jackets will be replaced as needed.

**Section 4** Shoe Allowance:

A one-hundred twenty dollar (\$120.00) allowance will be provided towards a pair of work related safety type boots, per year, for the line crew and any other employee who is required to wear them. An approved merchant's receipt will be required to be submitted to the Commission prior to any reimbursement.

**ARTICLE XXIII**  
**NEW YORK STATE DRIVERS LICENSE**

**Section 1** The Commission agrees to pay the difference between a New York State driver's license Class 5 and New York State Commercial driver's license to all employees who will require such a license.

**ARTICLE XXIV**  
**WORK HEADQUARTERS**

**Section 1** The workday for field workers shall commence and terminate at the assigned operating headquarters, and all travel time between such operating quarters and field locations shall be considered time worked.

**ARTICLE XXV**  
**BEREAVEMENT LEAVE**

**Section 1** In the event of a death occurring in the immediate family of an employee, such employee shall be permitted a maximum leave of three (3) days at his regular rate of pay for those days he would have normally worked. In any event, the day after the funeral of the deceased shall be the final day of such leave.

**Section 2** The immediate family is defined as father, mother, husband, wife, brother, sister, son, daughter, grandmother, grandfather, father-in-law and mother-in-law.

## **ARTICLE XXVI PERSONAL LEAVE**

**Section 1** Each employee shall be entitled to three (3) personal days leave at his regular rate of pay for those days he would have normally worked. They are not to be accumulated. Twenty-four (24) hour notice must be given to the supervisor or foreman except in an emergency.

## **ARTICLE XXVII JURY DUTY**

**Section 1** All regular employees serving as Juror will receive the difference between the amount received as Juror and his or her regular wage. Any employee dismissed from jury duty prior to completion of regular work day, is expected to report back to work upon dismissal. A slip stating time of dismissal shall be required.

**Section 2** All employees will use "telephone alert" when offered by the court.

## **ARTICLE XXVIII LEAVE OF ABSENCE**

**Section 1** Leave of absence without pay will be extended to all Civil Service employees according to Civil Service regulations.

Section 2 For employment not covered by Civil Service, the Commission will act and make decisions on any requested leave of absence.

Section 3 Authorized leave of absence in no way effects the computation of an employee's total service time.

## ARTICLE XXIX ABSENCE FROM WORK

Section 1 Unauthorized absence from work is not permitted. Any intended absence from work, unless such is made known to the department foreman or supervisor beforehand, constitutes an unauthorized absence.

Section 2 Absence because of illness or emergency is authorized when the department foreman or supervisor is notified prior to scheduled work time each work day morning that the employee is unable to be at work that day.

Section 3 An unauthorized absence will result in loss of pay for time absent, and repeated unauthorized absences will be treated with disciplinary action to the extent of dismissal from employment if the circumstances warrant such action.

## ARTICLE XXX HOLIDAYS

Section 1 The following holidays with full pay shall be observed:

*Individual Floater\**

*New Year's Day*

*Martin Luther King Day*

*President's Day*

*Good Friday*

*Memorial Day*

*Independence Day*

*Labor Day*

*Veteran's Day*

*Thanksgiving Day*

*Friday Following Thanksgiving Day*

*Day Before Christmas*

*Christmas Day*

*\*Two (2) Week Advance Notice - Seniority Governs*

**Section 2** Whenever a holiday falls on Sunday, it shall be observed on the following Monday.

**Section 3** Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday.

**Section 4** Regular employees who are required to work on a day observed as a holiday shall receive their current basic pay for the holiday, plus pay at one and one-half times their current pay rate for all work actually performed on that day.

## ARTICLE XXXI

### VACATIONS

**Section 1** The Commission will provide for annual paid vacations to eligible employees commensurate with their length of service.

**Section 2** A pro-rated vacation benefit is also to be paid the estate of deceased employees who accrue vacation benefits during the year of their death.

Section 3 Employees who have completed continuous service at least one (1) year on their anniversary date will receive vacation as follows:

<u>Number of Years of Service</u>	<u>Length of Vacation</u>
After one (1) year	Two (2) weeks
After four (4) years	Three (3) weeks
After nine (9) years	Four (4) weeks
After nineteen (19) years	Five (5) weeks

Section 4 Under extenuating circumstances, if an employee in the B/U is unable to take the full vacation allotted, based upon his/her length of service with the Commission, may upon prior approval from the Board, carry over a maximum of one (1) week into the following year or the Board will pay the employee for the unused vacation time in the year when it is due.

Section 5 The accrued year is the year in which the vacation is earned and the vacation year is the year following in which the vacation must be taken.

Section 6 Vacation entitlement for reinstated employees will be accrued at the rate based on their length of service from the original date of hire.

Section 7 Vacations are to be scheduled by supervision in such a way as to maintain operation efficiency.

- (a) Where an employee's request for a vacation conflicts with this objective, the supervisor or foreman is to arrange a mutually acceptable alternate giving consideration to length of service and the order in which requests for vacations are received.
- (b) When arranging vacation schedules, department foreman and supervisors will adhere to this suggested program for maintaining department efficiency:  
Utility Department - Not more than one (1) man on vacation at one time  
Commission Office - Not more than one (1) person on vacation at one time



**Section 8** Where practical and with supervisory approval, in lieu of vacation time off, an employee can request payment of wages for his or her accrued vacation.

**Section 9** When an approved holiday falls within an employee's scheduled vacation, his or her vacation is to be increased proportionately. If the employee does not take the extra day off at this time, this paid holiday time off will be granted at a time approved by the supervisor or foreman.

**Section 10** The amount of vacation pay for each week of vacation shall be the employee's current hourly rate of pay or current average hourly earnings multiplied by the number of hours constituting the workweek, but by not less than forty hours, except office workers, which shall be 37 1/2 hours.

**Section 11** Vacation pay may be drawn in advance, providing an employee requests same by written notice to the utility supervisor ten (10) working days prior to the start of the vacation date.

## **ARTICLE XXXII LIFE INSURANCE**

**Section 1** The Commission will provide and pay for a Ten Thousand Dollar (\$10,000) Life Insurance Policy on each regular employee. This policy shall be continued after the employee's retirement from service with the Commission at the sole cost to the retired employee, subject to carrier availability.

## **ARTICLE XXXIII ANNUAL PHYSICALS**

**Section 1** The Commission shall determine the doctor, and pay for all OSHA required employee physicals.

**Section 2** The four (4) field employees are those currently required to receive physicals.

## ARTICLE XXXIV HEALTH PLAN

Section 1 The parties hereto agree that the Commission will pay the entire cost of a Major Medical Health and Hospital Plan for employees hired prior to June 1, 2001.

Section 2 Employees hired after June 1, 2001 will be provided single Health Care coverage and will be required to contribute 10% of the cost of the insurance premium. If so desired, the employee will be allowed the Double or Family coverage and will be responsible for the additional insurance premium cost.

Section 3 The Commission agrees to provide MVP Co Plan 20+ as the Health Insurance Plan available to employees. (Exhibit #1 attached)

Section 4 Other than regular employees are not included in the Hospitalization Program.

Section 5 Employees hired prior to June 1, 2001, upon retirement, will receive single health plan benefits without cost to the retiree. Employees hired after June 1, 2001 will not be entitled to health plan benefits upon retirement from the MMC.

Section 6 If any employee in this contract will sign a waiver not to accept the health insurance coverage, the Mohawk Municipal Commission will pay 35% of the respective policy the employee is entitled to (single, double or family coverage) of the Mohawk Municipal Commission's share of the premium cost each year. This payment will be included in the employee's regular salary check each pay period.

The eligible employee must promptly notify the Mohawk Municipal Commission of a termination of alternative medical and health insurance benefit coverage. The eligible member will then be reinstated to the Mohawk Municipal Commission provided health insurance program within thirty (30) days.

## ARTICLE XXXV

### RETIREMENT

Section 1 The Commission will pay the full cost of the New York State Employee's Retirement Plan, (Section 751 1/50th Plan) for all Tier 1 and Tier 2 regular employees. The Commission will not be responsible for any cost in the New York State Employee's Retirement Plan for any employees in the Tier 3 or Tier 4.

Section 2 Specific details concerning New York State retirement regulations are available from the department foreman or supervisor.

Section 3 All regulations governing New York State Retirement are made by the New York State Retirement System, including the rate of contribution, which varies with each individual according to age and classification.

Section 4 The Commission agrees to implement Section 41J of the New York State Retirement Plan which provides for application of accumulated sick days towards retirement.

## ARTICLE XXXVI

### SEVERANCE PAY

Section 1 When a regular employee retires, he or she shall have included in their last paycheck an additional one hundred ten dollars (\$110) for the first year worked and twenty five dollars (\$25) for each additional year worked.

## ARTICLE XXXVII

### SAFETY

Section 1 The Mohawk Municipal Commission will use as a guide, the most current edition of the American Public Power Association Safety Manual, and will not ask or require any employee to place themselves in any position of undue risk.

Section 2 The Municipal Commission shall provide protective devices and other equipment such as rubber gloves, rubber glove liners, rubber sleeves, rubber blankets, rain gear, appropriate hats, hard hat liners, slush boots, and work gloves.

Section 3 Required attendance at meetings pertaining to Commission activities, such as first-aid and safety meetings, shall be held on Commission time.

Section 4 Mohawk Municipal employees will be required to sign receipt of current safety manual upon presentation by their Supervisor.

## ARTICLE XXXVIII

### ON CALL

Section 1 On call time will be deleted for a trial period. If the Commission wishes to reinstate on call time, it may do so. If on call time is reinstated, the rates of pay will be \$140.00 per week.

Section 2 Pay provisions for call out while "on call":

- (a) All calls before or after employee's regular work hours, as outlined in Article XIV, Section 5, will be at the rate of one and one half (1-1/2) times the employee's hourly rate of pay.
- (b) If an employee, other than the employee receiving "on call" pay is called out before or after the regular working hours, he will be paid at a rate of one and one half (1-1/2) times his hourly rate of pay for a minimum of two hours per call.

## ARTICLE XXXIX

### WAGES

Section 1 Basic Wage Rate

- (a) The basic weekly wage rate is the forty (40) hour rate or the 37 1/2 hour rate assigned to each regular employee as determined from his assigned pay group and Wage Schedule being Schedule A attached hereto and made a part hereof. The basic hourly rate is one-fortieth (1/40) of the basic weekly rate for the day workers and (1/37 1/2) for Office and Clerical workers.

Section 2 The basic hourly rate of a temporary or probationary employee is the minimum hourly rate shown in the Wage Schedule for assigned pay group.

Section 3 The last two steps of any classification, except Foreman, are not available to any employee until he or she obtains Civil Service status. The last step of the Foreman classification is not available to an employee until he obtains Civil Service status.

Section 4 A payroll savings plan will be available to the permanent employees.

# Wage Rates

## (Schedule A)

<u>Section 5</u>		6/1/2004	6/1/2005	6/1/2006
		2%	2%	3%
LINE FOREMAN	START	23.07	23.53	24.24
	6 Mo.	23.36	23.83	24.54
	12 Mo.	23.67	24.15	24.87
LINE HELPER	START	14.29	14.58	15.01
	6 Mo.	15.34	15.65	16.12
	12 Mo.	16.44	16.77	17.27
	18 Mo.	17.45	17.80	18.34
	24 Mo.	18.54	18.91	19.48
	30 Mo.	20.62	21.04	21.67
	36 Mo.	22.74	23.19	23.89
WATER TREATMENT 2-B PLANT OPERATOR	START	13.84	14.12	14.54
	6 Mo.	14.84	15.14	15.59
	12 Mo.	15.88	16.20	16.68
	18 Mo.	16.88	17.22	17.74
	24 Mo.	17.86	18.22	18.76
	30 Mo.	19.92	20.32	20.93
OFFICE CLERKS	36 Mo.	21.96	22.40	23.07
	START	13.29	13.56	13.96
	6 Mo.	13.73	14.00	14.42
	12 Mo.	14.14	14.42	14.85
	18 Mo.	14.58	14.87	15.31
	24 Mo.	15.18	15.48	15.95
	30 Mo.	15.85	16.17	16.65
	36 Mo.	16.48	16.81	17.32

## ARTICLE XL LONGEVITY PLAN

A longevity bonus of \$300.00 shall be awarded to regular employees upon completion of their third (3<sup>rd</sup>) year of service. For each successive year of service this award will be increased by the amount of \$50.00 per service year. Present employees of Mohawk Municipal Commission hired previous to June 1, 2004 shall receive the current longevity bonus they are entitled to based upon years of service to the Commission. Longevity bonus payment shall be made in the first pay period in the month of November each year.

\*No Union  
assessments  
per Marty  
10-20-04

\*Included on  
warrant  
10 days reportable  
Yes pay assessments

**Exhibit #1**

**HEALTH PLAN DESCRIPTION**

**MOHAWK MUNICIPAL COMMISSION**

Effective June 1, 2004 through May 31, 2007

**MVP**

**Co-Plan 20 +**

\$5 Prescription Drug Card (\$20 Brand) (R150 N)

Full time Student to Age 23 (R163)

Vision Care Rider (Eyewear Only) (R170)

Orthodontics and Student Coverage to Age 23



SIGNATURE PAGE

IN WITNESS WHEREOF the Commission has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed; and the Local Union having taken all action required to be taken to make this Agreement effective, including provisions for its approval to the International Office of the International Brotherhood of Electrical Workers, have caused this instrument to be executed, by their officers duly authorized to act, for themselves and on behalf of the members in the bargaining unit and the employees represented by them.

Agreed upon \_\_\_\_\_

**MOHAWK MUNICIPAL COMMISSION**

**I.B.E.W. LOCAL 1249**

John B. Muzz  
Mohawk Municipal Commission Chairman

3/10/04  
Date

John B. Bide  
Business Manager LU 1249

4-1-04  
Date

Kathleen D. Crows  
Mohawk Municipal Commission

3/10/04  
Date

John B. Bide  
Unit Chairman

4-6-04  
Date

Warren R. Coch  
Mohawk Municipal Commission

3/15/04  
Date

Paul J. P.  
Negotiator LU 1249

4-6-04  
Date

Patricia A. Jones  
Mohawk Municipal Commission

3/15/04  
Date

Sharon Clapper  
Negotiator LU 1249

4-6-04  
Date

Elizabeth E. Pasabonte  
Mohawk Municipal Commission

3/15/04  
Date

Margaret H.  
Negotiator LU 1249

4-6-04  
Date

James B. Bille  
Mayor Village Of Mohawk

3/30/04  
Date

Paul J. P.  
Negotiator LU 1249

4-5-04  
Date

Approved International Office of the IBEW

