CONTRACT

BETWEEN THE CITY OF WATERTOWN,

NEW YORK

AND

I.B.E.W. LOCAL UNION 1249

JULY 1, 2010 THROUGH JUNE 30, 2013

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ARTICLE 1

AGREEMENT

This Agreement is made and entered into this22 ***day of June , 2010***, by and between:

CITY OF WATERTOWN, WATERTOWN, NEW YORK (hereinafter referred to as the "Employer")

and

LOCAL UNION 1249 of the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS** (hereinafter referred to as the "Union").

ARTICLE 2

RECOGNITION

The employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees employed by the City of Watertown performing electrical and traffic signal work, with the exception of those employed in classifications and titles of professional, administrative or supervisory nature, and with the exception of those employees employed by the Watertown Electric Department who are assigned to the Electric Power Plant as long as they remain members of the Civil Service Employees Association, Jefferson Local 823.

ARTICLE 3

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 4

STATUTORY PROVISIONS

Section 1 It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 5

NO DISCRIMINATION

Section 1 The Employer and Union affirm that it is their policy to conform with applicable and binding federal and state laws prohibiting discrimination against an employee.

Section 2 There shall be no discrimination by the Employer against any employee or prospective employee due to race, creed, national origin, sex, age, marital status, color, or political affiliation.

Section 3 The Employer will not discriminate against employees on account of their membership in the Union and will not interfere with the right of employees to become members of the Union.

Section 4 Any reference in the Agreement to the masculine gender shall also be deemed to include the feminine gender.

ARTICLE 6

STRIKES - LOCKOUTS

Section 1 During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters related to this Agreement. All such matters must be handled as stated herein.

ARTICLE 7

PRODUCTIVITY

Section 1 The Union recognizes the importance of continued productivity improvements and agrees that, consistent with the terms of this Agreement, it will cooperate with Employer efforts to improve the efficiency, quality and productivity of work performed by members of this bargaining unit; however, it is agreed that Supervisors will not perform work customarily performed by bargaining unit employees.

Section 2 The City and the Union both understand the importance of continued productivity improvements. The City recognizes training as an integral part of improving an employees efficiency, quality and productivity. In support of the members of this bargaining unit, the City requires the members of this unit to obtain training from the International Municipal Signal Association, Inc. toward Technician Certification. Active participation within the program or completion of the program will be required of all members of the bargaining unit. The City will pay for all expenses associated with this training.

ARTICLE 8

JOB CLASSIFICATIONS

Section 1 Jobs will be classified as per Rule XXIII of the "Rules and Regulations of Civil Service of the City of Watertown", by the administration of Civil Service in the City of Watertown, New York, as provided in the Civil Service Law of the State of New York.

Section 2 The City and the Union will work together to keep job descriptions and classifications current and develop appropriate training.

ARTICLE 9

ACCESS TO PREMISES

Section 1 The Employer agrees to permit representatives of the International Brotherhood of Electrical Workers and/or Local Union 1249 to enter the premises at such time for individual discussion of working conditions with employees provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees.

ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 1 A grievance is hereby defined as an alleged violation of the law governing the employer-employee relationship, or alleged violation of the terms of this agreement or any type of supervisory conduct which unjustly and unlawfully causes an employee to lose his job or any benefits arising out of his job.

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

> First: The Union Unit Chairman or his designee, with or without the employee, shall file in writing and take up the grievance or dispute with the Supt. of Public Works or his designee, within ten (10) working days of its occurrence. If at that time the Unit Chairman or his designee is unaware of the grievance, he shall take it up within ten (10) working days of his knowledge of its occurrence. The Supt. of Public Works shall then attempt to adjust the matter and shall respond in writing to the Unit Chairman within (10) working days.
>
> Second: If the grievance has not been settled, it shall be presented by the Union Business Manager or his designee to the City Manager or his designee with a copy to the Supt. of Public Works in writing within ten (10) working days after the response of the Supt. of Public Works is due. The City Manager or his designee shall respond in writing to the Union Business Manager within ten (10) working days.
>
> Third: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the City Manager or his designee is due, by written notice to the other, submit the grievance to a mutually agreed upon arbitrator or, if one is not agreed on, to the New York State Public Employment Relations Board in accordance with its rules and regulations.

Section 3 No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement.

Section 4 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a stenographic record of the

proceedings, it may cause such a record to be made and that party shall pay for the record. If both desire a stenographic record, they shall bear the cost equally.

Section 5 The time limits in the grievance procedure may be extended by mutual agreement in writing.

Section 6 Any grievance not processed within the time provision of this article or within the time limits as may be mutually agreed to be extended, shall be deemed to have been satisfactorily resolved and thereby waived.

Section 7 Any step of the grievance procedure may be bypassed by mutual agreement in writing.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1 The Employer shall not discharge or suspend an employee without just cause covered by this Agreement.

Section 2 The first warning for an infraction shall be an oral warning, with the Unit Chairman or grievance committee chairman present. Written notification, with circumstances surrounding the event, will be forwarded to the Union secretary at once.

A second warning will be in writing, with a copy given immediately to the Unit Chairman and the local union secretary. Details of the alleged violation shall be included.

A third warning will be in writing and noted as "Final warning before disciplinary action will be taken". Details of the alleged violation shall be included.

Should an alleged violation occur again, the employee may be suspended up to three (3) days without pay. This action will be subject to the grievance procedure.

Section 3 Discharge shall be subject to the grievance procedure as per Article 10.

Section 4 All letters of warning shall be removed from an employees' record after eighteen months and shall not be used in any future disciplinary action. A log shall be retained in the personnel file indicating the dates of issue and removal for all letters of warning. Such log shall not be used in any future disciplinary action.

Section 5 When an employee within the bargaining unit is disciplined, suspended, or discharged for cause, the Employer will, when possible in advance, notify the Union representative. It is understood and agreed that no employee shall be disciplined or released until he has been given reasonable opportunity to meet the Employer's standards. Employees who are found under investigation to have been suspended or released in violation of this Agreement, shall be restored to their former position with full back pay.

Section 6 Nothing within this article shall preclude the Employer from either immediately suspending or discharging an employee for offenses or infractions so repugnant to the workplace that such disciplinary action may be appropriate. Such disciplinary action may be appropriate for, but not limited to, the use of alcohol or other drugs on the job, intoxication on

the job, or theft of the employer's property. Any suspension or dismissal is subject to the grievance procedure and/or recourses available under the law.

ARTICLE 12

PROBATIONARY PERIOD

Section 1 Each employee, whether in a permanent appointment, training position, or other position requiring probation, shall serve a probationary term equal to the minimum allowed by the "Rules for Classified Civil Service of the City of Watertown".

Section 2 The Union shall represent probationary employees under the terms and conditions of this contract.

ARTICLE 13

SENIORITY

Section 1 Bargaining unit seniority shall be the length of an employee's continuous service as measured from the employee's first date of hire.

Section 2 When two employees have the same bargaining unit seniority date, the older employee from the stand point of age shall be considered the senior man in all matters relating to seniority.

Section 3 Temporary employees shall not accumulate seniority, but if and when such employee is hired as a permanent employee, he shall be immediately credited with seniority for all past employment.

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 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 6 To the extent permitted by Civil Service law and rules, the bargaining unit Chairperson and the other elected unit officers, in the event of a layoff, shall be continued at work at all times provided they can perform any of the work available.

ARTICLE 14

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 thirty (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 15

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 bi-weekly paycheck, the percentage dues. Dues collected shall be remitted by the fifteenth (15) day of the 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 16

MANAGEMENT RIGHTS

Section 1 The Employer reserves the exclusive right to manage the business of the City of Watertown and to direct the employees in the discharge of their duties. In the exercise of these rights, the Employer shall observe and be bound by all the provisions of this agreement.

ARTICLE 17

VACANCIES AND PROMOTIONS

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

Section 2 When a competitive job vacancy occurs, the employer will give first consideration to fill the vacancy from his interested employees providing he/she qualifies under the "Rules for the Classified Civil Service of the City of Watertown".

Section 3 When a new job within the bargaining unit is created by the employer which cannot be properly placed in an existing classification, the City Manager will develop a job classification in conjunction with the City of Watertown Civil Service Commission.

Section 4 When a job vacancy occurs in the bargaining unit for other than line crew foreman, the employer will post a notice of such vacancy for a period of fifteen (15) working days on the union bulletin boards. The notice of vacancy shall state the job classification, rate of pay, and nature of the job requirements. An employee who applies for a posted position shall be notified in writing of his or her application.

Section 5 Employees may submit an application for the posted position prior to the end of the posting period. When two or more employees seek the promotion, where skill, ability, qualifications, and experience are equal, bargaining unit seniority shall prevail.

Section 6 When a vacancy is filled from within, the promoted employee shall serve a twelve (12) week trial period in the new job during which time the employee may elect to be removed from the position and return to his or her previous classification.

ARTICLE 18

BEREAVEMENT LEAVE

Section 1 The City agrees to amend its leave rules to provide up to three (3) days for bereavement leave per incident in the immediate family. The City agrees to provide bereavement leave to the employees for actual loss of time from their scheduled work on any of the three (3) consecutive calendar days beginning on the day following the date of death; provided in all cases if the employee actually attends the funeral. The City is entitled to reasonable verification of the death and the employee's attendance at the funeral. Days off need not be granted in the event of a City-wide emergency.

Section 2 The immediate family includes husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, grandfather or grandmother of spouse, son-in-law, daughter-in-law, mother or father-in-law, brother-in-law, and sister-in-law.

Section 3 An employee entitled to funeral leave while on vacation shall not lose vacation time.

ARTICLE 19

JURY DUTY

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

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

Section 3 An employee who does report for jury duty and is excused shall report back to work with no loss of pay.

Section 4 The City reserves the right to petition the competent jurisdiction to excuse an employee called for jury duty when such an absence will adversely affect the operations of the department.

ARTICLE 20

BULLETIN BOARDS

Section 1 The Employer shall provide a bulletin board located on a wall in a conspicuous area, for the posting of information of interest to the employees. The board shall be made of appropriate material and shall measure no less than two feet in length by two feet in width. Examples of publications are, notice of union meetings; union elections; appointments; and results of union elections; notices of union recreational and social affairs; union safety bulletins; and news releases relating to employee's jobs or union.

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

ARTICLE 21

TOOLS

Section 1 The Employer shall provide all tools that it deems necessary to the performance of work including but not limited to: hand tools, line belts, safety straps, tool bags, rubber gloves, rubber glove protectors, and leather work gloves. Such tools shall be owned by the Employer and used exclusively on the Employer's behalf. It shall be the Employee's responsibility to ensure for the proper use and maintenance of such tools, ordinary wear and tear and loss excepted. Improper use, resulting in damage or loss, as determined by the Supt. of Public Works and line crew foreman may result in the Employee replacing such tools at his own expense.

Section 2 The Employer shall reimburse employees for the cost of one pair of lineman's boots (shoes) per year.

ARTICLE 22

REST PERIODS

Section 1 Each Employee will be allowed a fifteen (15) minute rest period during each half of the daily shift.

Section 2 Breaks will be observed at a time and place that will minimize disruption to continuing operations.

ARTICLE 23

LEAVES OF ABSENCE

Section 1 Employees may be eligible for leaves of absence, without pay, without loss of seniority, not to exceed one year after three months' service with the Employer.

Section 2 Any request for a leave of absence shall be submitted in writing by the Employee to the City Manager through the department head. The request shall state the reason the leave of absence is requested. The City Manager shall respond to the request in writing in a timely manner.

Section 3 The Employer may, by a request from the Employee, extend the leave of absence beyond the one year, according to law.

Section 4 A leave of absence will be granted for pregnancy.

Section 5 Pregnancy leave of absence may start after the sixth month of pregnancy as certified by a doctor. Should a doctor certify that it may be detrimental to the employee's health to continue working, the leave of absence will be granted before the sixth month.

Section 6 It is agreed that the Employee shall be entitled to return to his employment in the same position following all leaves of absence.

ARTICLE 24

SICK LEAVE

Section 1 An Employee shall be entitled to start to earn sick leave from his date of hire. He shall accumulate sick leave as long as he is in the service of the Employer at the rate of one (1) day per month to a maximum of one hundred and eighty (180) days.

Section 2 An Employee shall be permitted three (3) consecutive days bona fide sick leave before a doctor's certificate may be required.

Section 3 Sick time may be used for physical examinations by a doctor, and for dental and eye examinations and/or treatment, if such examinations or treatments cannot be scheduled during non-working hours, in increments of not less than 1/2 day.

Section 4 Any Employee on an approved leave of absence will retain accumulated sick leave.

Section 5 Upon retirement, or upon death of employee who has five (5) or more years of service, all accumulated sick leave will be paid in an amount equal to 20% of the Employee's rate of pay in effect on the pay day immediately preceding the Employee's retirement, or death, or upon retirement, he may choose the option under Article 38 of this Agreement.

Section 6 An employee who becomes ill or injured while on a vacation may upon request be placed on sick leave instead of vacation time. A physician's statement will be required.

Section 7 Sick leave is defined to mean absence from duty of an employee because of illness, injury, and/or exposure to contagious disease. Sick leave pay is not allowed for absence from duty on account of illness, or injury purposely inflicted or caused by willful misconduct. Sick leave shall be allowed for illness or disability caused by pregnancy.

Section 8 If absence for illness or injury extends beyond a period of one (1) week, the employee's salary is to be paid only after a certificate of disability, signed by a physician, has been filed with the Department Head. Additional certificates may be required in cases of

prolonged illness. The City Manager may require a certificate of disability for absence of less than a week.

Section 9 Pursuant to the Family Medical Leave Act of 1993, eligible employees who request an unpaid, job protected family or medical leave of absence must first exhaust all accrued vacation and/or sick leave, whichever is applicable.

ARTICLE 25

PERSONAL LEAVE

Section 1 Employees shall be granted two (2) days per year, paid personal leave. Employee need not submit a reason for personal leave to his/her supervisor.

ARTICLE 26

DISABLED EMPLOYEES

Section 1 The Employer shall make every effort to place Employees who, through physical disability or otherwise become disabled on their present job, on work which they are able to perform.

ARTICLE 27

DISABILITY INSURANCE

Section 1 The City will obtain and bear the premium cost of disability insurance coverage for its Employees covered by this Agreement 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 28

DISABILITY SUPPLEMENT

Section 1 An Employee collecting 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 a maximum of two sick leave days per week at his or her regular weekly straight time hourly pay. This provision cannot be elected if the injury occurred while the employee was on the payroll of another person or company.

ARTICLE 29

CONTRACT WORK

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

Section 2 When employing a contractor, the Employer shall, within the limits of the law, make every effort to employ a contractor in harmonious relations with I.B.E.W. Local 1249.

ARTICLE 30

MILITARY SERVICE TRAINING

Section 1 Employees shall be granted all employment and re-employment rights to which they are entitled under applicable State and Federal statutes.

ARTICLE 31

INCLEMENT WEATHER

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

Section 2 The Supt. of Public Works or his designee, in consultation with the Line Foreman shall be the judge as to what constitutes inclement weather.

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

Section 4 When work in inclement weather is required, all foul weather gear will be furnished by the Employer. This will include rain coats with hoods, rain pants, boots, and work gloves.

ARTICLE 32

CALL-OUTS

Section 1 When an employee is called out or ordered out to work in emergency other than normal work hours, said Employee shall be paid two (2) hours at one and one-half their regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time, overtime, Sunday or holiday rate, as the case may be. Call-outs during lunch periods shall not be included in this Section as long as the Employee is given time to eat his/her lunch after the emergency.

The provisions of this section shall not be construed as requiring the City 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.

Section 2 Overtime meals shall be eaten on the Employer's time not to exceed one-half hour.

Section 3 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.

ARTICLE 33

VACATION

Section 1 An Employee's annual vacation entitlement shall be determined by his/her seniority in accordance with the following schedule:

0 to 3 years continuous service	***- 10 working days***
4 to 7 years continuous service	***- 15 working days***
8 to 15 years continuous service	***- 20 working days***
16 or more years continuous service	***- 25 working days***

Any employee hired after October 19, 1993 shall accrue annual vacation entitlement in accordance with the following schedule:

0 to 5 years continuous service	***- 10 working days***
6 to 15 years continuous service	***- 15 working days***
16 or more years continuous service	***- 25 working days***

Section 2 Upon separation from service with the Employer, an Employee shall be paid in cash payment of the monetary value of properly accumulated and unused vacation standing to the credit of the Employee.

Section 3 Employees may carry over ten (10) days maximum annually. Unused vacation days in excess of the ten (10) day carry over will be lost.

Section 4 Vacation time of forty (40) or more hours will be scheduled and approved fourteen (14) calendar days in advance. Any vacation leave of less than forty (40) hours will be scheduled and approved two (2) calendar days in advance. Vacation time must be taken in increments of at least four (4) hours.

Section 5 When a holiday falls in an Employee's vacation, he/she shall not be charged with a day's vacation for that holiday.

ARTICLE 34

HOLIDAYS

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

New Years Day	***Columbus Day***
Martin Luther King's Birthday	***Veterans' Day***
Presidents' Day	***Thanksgiving Day***
Memorial Day	***Day After Thanksgiving***
Independence Day	***Christmas Day***
Labor Day	

Section 2 When any of the above holidays fall on a Sunday, the following day will be observed, and holidays falling on Saturday will be observed on the preceding Friday.

Section 3 To be entitled to holiday pay, the employee must actually work his or her scheduled work day immediately preceding the holiday or subsequent to the holiday.

Section 4 Floating Holidays

A. Unit members will be allowed to take the following holidays as floating holidays:

Martin Luther King Jr. Day	Presidents' Day
Memorial Day	Columbus Day
Veterans' Day	

A request to work any of the aforementioned holidays must be submitted to the employee's immediate supervisor three (3) working days in advance.

Floating holidays must be used within ninety (90) calendar days of the actual holiday. Failure, on the part of the employee, to use the floating holiday within the ninety (90) calendar days will result in loss of the floating holiday.

Use of the floating holiday will require three (3) working days notice to the immediate supervisor. Use of the time will be at the discretion of the immediate supervisor.

Employees who work the holiday will receive eight (8) hours of pay at his regular hourly rate. The employee will not receive eight (8) hours holiday pay for the day.

B. If the employee on stand-by exercises his right to work the holiday, they will not be additionally compensated for holiday stand-by pay. This means that they will receive ten (10) hours of stand-by pay rather than twelve (12) hours.

C. If the employee on stand-by exercises his right to work the holiday, they will be compensated at the holiday rate for call-in.

Section 5 Vacation days shall be considered as days worked.

Section 6 Paid sick leave shall be considered as days worked.

ARTICLE 35

WORK HOURS AND OVERTIME

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

Section 2 All overtime work will be paid for at the rate of time and one-half the regular straight time rate, except for work performed on Sunday and Holidays, which will be twice the regular straight time rate.

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

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

Section 5 No employee shall be laid off on a regular scheduled work day to equalize overtime.

Section 6 When possible, employees shall be notified twenty-four (24) hours in advance of any scheduled overtime.

Section 7 For the purpose of computing overtime pay on any given work day or in any given work week, paid time off for personal leave, vacation time, sick time, or holiday falling within any such period shall be considered as hours worked.

Section 8 All employees understand the critical nature of the work performed by the City of Watertown to maintain the health, safety and welfare of the citizens of the community, and therefore understand that when they are ordered to report to work overtime, they shall respond as soon as reasonably practicable.

ARTICLE 36

SAFETY

Section 1 The Employer and the Union shall form a Labor-Management Safety Committee which shall meet quarterly or when specifically called and shall make rules and requirements governing all matters pertaining to safety, training, education, and testing of equipment. Each party shall designate two (2) representatives to the Committee.

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

Section 3 It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with safety rules and standards.

Section 4 It is the Employer's responsibility to comply with safety and health standards, rules, regulations, and orders issued under the provisions of this contract, and applicable to his/her employment conduct.

Section 5 No employee shall engage in outside employment that adversely affects his/her ability to work under the provisions of this contract.

ARTICLE 37

LAYOFF AND RECALL

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

Section 2 Layoffs shall be made in accordance with the classification seniority.

Section 3 The Employee with the least job classification seniority in the affected classification shall be laid off first.

Section 4 Such laid off employee shall have an opportunity to displace the least senior bargaining unit employee who occupies a job for which the laid off employee is qualified.

Section 5 When a recall occurs, the employee laid off last shall be rehired first.

ARTICLE 38

RETIREMENT BENEFITS

Section 1 The Employer will maintain for all Tier I and Tier II employees the Career Retirement Plan as provided under Section 75-i of the New York State Retirement and Social Security Law; Tier III employees shall be covered by the benefits of Article 14 or Article 15, whichever provides the greater benefit; Tier IV employees shall be covered under Article 15 of the Retirement and Social Security Law. All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits, until such time as a new Tier is established by the NYS Retirement System.

Section 2 Upon retirement, an employee may at his option apply unused sick leave days towards his retirement under Section 41j of the New York State Retirement Law, or be compensated under Article 24 of this Agreement.

ARTICLE 39

HEALTH INSURANCE

Section 1 Effective July 1, 2010 through June 30, 2011 the Employer will contribute to the Local Union 1249 Insurance Fund $1,075.00 per employee per month. Effective July 1, 2011, through June 30, 2012, the Employer will contribute to the Local Union 1249 Insurance Fund $1,100.00 per employee per month. Effective July 1, 2012, through June 30, 2013, the Employer will contribute to the Local Union 1249 Insurance Fund $1,125.00 per employee per month.

Section 2 Effective July 1, 2010, for all employees, the employer will contribute to the Local 1249 Insurance Fund eighty-five (85%) of health insurance premium $1,075.00. The employee shall be responsible for paying fifteen percent (15%) of health insurance premium of $1,075.00.

Effective July 1, 2011, for all employees, the employer will contribute to the Local 1249 Insurance Fund eighty-five (85%) of health insurance premium of $1,100.00. The employee shall be responsible for paying fifteen percent (15%) of health insurance premium of $1,100.00.

Effective July 1, 2012, for all employees, the employer will contribute to the Local 1249 Insurance Fund eighty-five percent (85%) of health insurance premium of $1,125.00. The employee shall be responsible for paying fifteen percent (15%) of health insurance premium of $1,125.00.

For employees hired on or after July 1, 2007, the employer will contribute to the Local 1249 Insurance Fund eighty percent (80%) of the health insurance premium. The employee shall be responsible for paying twenty percent (20%) of the health insurance premium.

Section 3 Monthly premiums will be paid in advance and shall be received at the Fund Office by the first (1st) of the month for which they are intended.

Section 4 All rules and regulations for the operation and maintenance of the Insurance Fund shall be prescribed by the trustees thereof and shall be subject to all state and governmental regulations pertaining thereto.

Section 5 The City shall have no responsibility for the operation and maintenance of the Insurance Fund other than complying with Section 1.

Section 6 For employees hired after July 23, 2003, the City's obligation to pay the employees' share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

Section 7 Upon retirement, health insurance coverage will be provided under the City's insurance plan. For retired employees, the City and the employee shall be required to continue to pay the premium at the same percentage that active employees are obligated to pay, which has been the City's past practice.

Section 8 For employees hired after July 23, 2003, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has comparable paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that comparable coverage is not available. Any dispute as to what constitutes comparable coverage shall be referred to a mutually acceptable arbitrator for determination or adjustment.

Section 9 A Section 125 Plan shall be offered to employees to provide for employee health care expenses and childcare expenses.

Section 10 Deferred Compensation. Individuals covered by this contract shall be entitled to sell up to three (3) vacation days and convert them into the City's 457 plan.

ARTICLE 40

WAGES

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

Grade	*Title*	*Effective Date - 7/1/2010*
E 28	Line Crew Chief	$29.84
E 24	Lineman I	$28.19
E 23	Lineman II	$24.13

Grade	*Title*	*Effective Date - 7/1/2011*
E 28	Line Crew Chief	$30.44
E 24	Lineman I	$28.75
E 23	Lineman II	$24.61

Grade	*Title*	*Effective Date - 7/1/2012*
E 28	Line Crew Chief	$31.20
E 24	Lineman I	$29.47
E 23	Lineman II	$25.23

Section 2 Lineman II Trainee Position

New appointments shall be made at the Year 1 step. However, under special conditions and subject to the approval of the City Manager, new appointments may be made in the Year 1, 2 or 3 step when such action is determined to be in the best interest of the City.

The pay rates for Lineman II Trainee will be determined as a percentage of Lineman II wages and will be as follows:

Year 1	60%
Year 2	68%
Year 3	76%
Year 4	84%
Year 5	92%

ARTICLE 41

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 42

TERM AND SCOPE OF AGREEMENT

Section 1 The term and scope of this Agreement shall be for the period **July 1, 2010 through June 30, 2013.**

ARTICLE 43

STAND-BY PAY

Section 1 An employee who is assigned stand-by duty on a weekly basis shall receive ten (10) hours pay for his stand-by pay per week at his regular straight time rate. In the event that stand-by duty is assigned for less than weekly periods, pay for stand-by duty shall be pro-rated.

Section 2 An employee assigned to stand-by duty on a paid holiday will receive an additional two (2) hours stand-by pay.

Section 3 The wages earned by the employee while on stand-by duty will be debited against their stand-by account for that week. If the employee works more call-out hours than the ten (10) hours pay per week as stated in Section 1 or more than the twelve (12) hours of pay per week as stated in Section 2, he will be paid for this time worked.

Section 4 Stand By Pay will be worked and calculated on a Tuesday at the end of scheduled work day through to the beginning of a scheduled work day the following Tuesday basis.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

This 22 ***day of June 2010.***

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
AUG 04 2010
Edwin D. Hill, President
This approval does not make the International a party to this agreement.

City of Watertown, New York

Signed

Mayor ----- 6/22/10
Title **Date**

I.B.E.W. Local Union 1249

Signed - Business Manager

Signed - Negotiator

July 8, 2010
Date