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CONTRACT BETWEEN

THE FRANKFORT POWER AND LIGHT DEPARTMENT

(FRANKFORT, NEW YORK)

AND

I.B.E.W. LOCAL UNION 1249

January 1, 2005 thru December 31, 2007

RECEIVED
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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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ARTICLE I

PREAMBLE

Section 1  This Agreement effective this 1st day of January, 2005 and between the Frankfort Power & Light (Employer), party of the first part, and Local 1249, of the International Brotherhood of Electrical Workers of East Syracuse, New York, affiliated with the American Federation of Labor (Union), party of the second part.

ARTICLE II

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 III

RECOGNITION

Section 1  The Village of Frankfort Board of Trustees hereby recognizes Local Union 1249 of the International Brotherhood of Electrical Workers as the sole and exclusive representative for the purposes of collective bargaining with respect to rate of pay, wages, hours, and other terms and conditions of employment.
Included: ALL personnel employed by the Frankfort Power and Light Department including the Office help presently located at the Village Hall employed by the Frankfort Power and Light Department, have their choice to be represented by the Union.

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.

Section 3  For purposes of this agreement, clerical workers shall be identified as “white collar” and all others as “blue collar.”

ARTICLE IV

MANAGEMENT RIGHTS

Section 1  The employer reserves the right to direct, manage, and control the operations and the work force. In the exercise of these rights, the Employer shall observe and be bound by all the provisions of this agreement.

ARTICLE V

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 VI

AGENCY SHOP

Section 1  All employees covered by this agreement, who are now or may hereafter become members of the Union shall, as a condition of continued employment during the term of this Agreement, remain members in good standing of the Union. “In good standing,” for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard monthly dues as applied uniformly to all members of the Union covered by this agreement.

Section 2  Any employee covered by this Agreement who elects not to become a Union member shall, as a condition of continued employment, pay to the Union a service fee equal in amount to the standard initiation fee and standard monthly dues as applied uniformly to all members of the Union covered by this Agreement. Payment of the service fee shall begin with the first payroll period of the month following the completion of thirty (30) calendar days of employment.

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

ACCESS TO PREMISES

Section 1  The Employer agrees to permit the Business Manager or his Agent 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 IX

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 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 X

LABOR-MANAGEMENT COMMITTEE

Section 1  There shall be a Labor-Management Committee of two representatives of the Union and two representatives of the Frankfort Power and Light Department. It shall meet at such times as it may decide. However, it shall meet also within five working days when 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 majority vote. Two members of the Committee, one 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 membership, and it shall be counted as though all were present and voting.

ARTICLE XI

SUPERVISORS

Section 1  Supt. and other supervisory personnel who are not within the bargaining unit shall not perform work of the type and grade performed by represented employees; emergencies excepted.

Section 2  Immediate Supervisor for White Collar employees shall be the Village Clerk or designee.

Immediate Supervisor for Blue Collar employees shall be the Superintendent of Public Work or designee.

For purposes of this Agreement, Immediate Supervisors of White and Blue Collar employees shall be referred to as “Superintendent or his designee.”
ARTICLE XII

WORK HEADQUARTERS

Section 1 The day for all white collar and blue collar workers commences and terminates at their assigned operating headquarters and all travel time to and from such operating headquarters and field locations shall be considered as time worked.

ARTICLE XIII

TERRITORY

Section 1 The territory covered by this Agreement shall include all the franchise territory of the Employer and shall also apply wherever employees shall be required to perform assigned duties outside of such franchise.

ARTICLE XIV

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 an effort to employ a contractor in harmonious relations with I.B.E.W. Local 1249.
ARTICLE XV

PROBATIONAL EMPLOYEES

Section 1  Probational Employees - A probationary employee 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 six (6) months duration during which time his qualifications can be determined. The rate of pay will be determined by the wage schedule. After three (3) months from date of hire, the probational employee will receive health care coverage.

Section 2  It is understood the Union will represent all probational employees, and they will be entitled to all the benefits of this agreement except as stated in Section 1 of this article.

ARTICLE XVI

TEMPORARY EMPLOYEES

Section 1  Temporary employees as defined by Civil Service regulations is one hired for a specific job of limited duration not exceeding three (3) months. All temporary appointments shall be in accordance with (Civil Service Law Section 64).

Section 2  Respecting leaves of absence granted under Article XXXVI or if otherwise mutually agreed a temporary appointment to such position vacated may be for a period not exceeding the authorized duration of such leave of absence as agreed, limited only statute or rule (see Civil Service Law 64-1 (a)).

Section 3  It is understood the Union will represent all temporary employees.

Section 4  No temporary employee shall be employed should any permanent employee of the Electric Dept. be on lay off.
ARTICLE XVII

PART-TIME EMPLOYEE

Section 1  Part time employee: is an employee on the active payroll who works less than twenty (20) hours per week and less than eight (8) hours per day and is not a regular employee working a shorter work week or shorter work day. Part time employees are permitted in the Clerical Workers classification only.

Section 2  Part time employees will be paid at the rate of pay which corresponds with the starting pay rate of the job being worked, unless however, the temporary job opening is extended by mutual agreement. At that time, the rate of pay will correspond with the incremental rate of pay for the job being worked as defined in Article XLIX herein.

Section 3  Part time employees are not entitled to Health Insurance or other paid benefits including Vacation accrual, Personal days, Sick leave, Compensatory time, Holiday pay, Bereavement time and Jury duty pay.

ARTICLE XVIII

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 XIX

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 XX

MILITARY SERVICE TRAINING

Section 1  An employee who is in any branch of the Armed Forces Reserve and/or National Guard will be paid up to thirty (30) days per calendar year when engaged in reserve training periods provided that proof of service is submitted, and in accordance with all Civil Service military law statutes.

Section 2  Any period of time during which an employee was on military leave of absence, will be considered as time worked in determining his eligibility for a paid vacation during the calendar year in which he returns to active employment with the Village and during the calendar year following.

Section 3  This Article does not abridge an employee's rights under Civil Service Law, and he shall be entitled to all of his rights under Sections 242 and 243 of the Military Law.
ARTICLE XXI

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, should such work be available within the bargaining unit.

ARTICLE XXII

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 XXIII.

Section 4 After 18 months, no letter of warning shall 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 XXIII

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 Electric Supt. 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 Elec. Supt. shall then attempt to adjust the matter and shall respond in writing to the Unit Chairman within ten (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 Village Mayor or his designee with a copy to the Elec. Supt. in writing within ten (10) working days after the response of the Elec. Supt. is due. The Village Mayor 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 Village Mayor 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 If either party fails to adhere to the procedures and time limits as set forth in this article, it shall be deemed the party has waived its right to arbitration, and the matter shall be deemed settled in the interest of the other party.

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

Section 8 The procedure set forth in this article shall not be used to abrogate or change any part of this agreement.
ARTICLE XXIV

COMP TIME

Section 1 This policy has been created between the Frankfort Power and Light Department, and the members of the I.B.E.W. Bargaining Unit, for the sole purpose of controlling and documentation of compensatory time and/or “comp time.”

(a) Comp Time can only be used in lieu of overtime pay hours, at the discretion of the employee weekly. The Comp Time hours are to be recorded and documented as per existing vacation, sick and personal times are kept, by the Frankfort Power and Light Department.

(b) A maximum limit of 100 hours of accumulation can be permitted which can be carried from year to year.

(c) Notice for the use of Comp Time must be requested 24 hours prior. Any request within less than 24 hours, will be at the discretion of supervision.

(d) Comp Time will not be used to extend a vacation or holiday unless previously arranged two weeks in advance with supervision.

(e) Comp Time hours are never lost upon termination, lay off, or retirement. The employee will receive the full hourly benefit accumulated.

ARTICLE XXV

COMPENSATION FOR TIME NOT WORKED

Section 1 Whenever the Village holds joint conference with the Brotherhood, employees designated by the Brotherhood as its official representatives in numbers required according to provisions of the Agreement, to transact business, will be excused from duty and will receive straight time pay (not to exceed (8) hours per day) for time lost because of such scheduled meeting, provided such time is within the first forty (40) hours of work that week.

Section 2 These excused absences shall be for, but not limited to, grievance handling, contract negotiations and training seminars, such as first aid training and safety meetings.
ARTICLE XXVI
TEMPORARY ASSIGNMENT

Section 1 Should an employee be temporarily assigned to a classification with a higher pay rate, he shall receive the higher rate during the entire period of his temporary assignment, and he shall be entitled to all the benefits of that higher classification under this agreement.

Section 2 Should a holiday or vacation occur during the temporary assignment, the employee shall receive the higher rate of pay for that holiday or vacation.

Section 3 Upon completion of the assignment or upon clear evidence of inability by the employee to perform such assignment, the employee shall be restored to his former position and wage rate.

ARTICLE XXVII
TOOLS

Section 1 The Frankfort Power and Light will provide employees with all necessary tools required for the performance of the job.

ARTICLE XXVIII
SENIORITY

Section 1 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 standpoint 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 continuous 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 XXIX

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  An employee will receive a two (2) week notification of intended layoff.

Section 5  Such laid off employee shall have an opportunity to displace the least senior Local Union 1249 bargaining unit employee who occupies a job for which the laid off employee represented by Local Union 1249 is qualified.

Section 6  When a recall occurs, the employee laid off last shall be rehired first.

Section 7  This Article is not intended to limit an employee’s rights under Civil Service law in regards to “Retreat” or any other matter.

Section 8  No worker from this unit will be layed off, if any employee not in this unit is performing work normally performed by the Frankfort Power and Light Department employees.
ARTICLE XXX

VACANCIES AND PROMOTIONS

Section 1 When a permanent job vacancy occurs in the bargaining unit, the Employer will post a notice of such vacancy for a period of seven (7) working days on the Union bulletin board. 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 The employer will fill the vacancy from within if there is an interested candidate who has filed an application prior to the end of the posting period, and who is qualified for promotion under the New York State Civil Service Rules.

Section 3 If two (2) or more employees seek the promotion, where skill, ability, qualifications, and experience are equal; seniority shall prevail.

Section 4 Should the first appointed applicant to the Foreman's position not become permanent, the Superintendent, or his designee, shall promote from within a second time. Should the second appointed Foreman not complete his probationary period, the Employer shall be free to fill the position from outside the unit.

Section 5 In the event that a vacancy is filled by promotion from within at any time during his probationary term, the employee shall have the right to return to his previous position at his own election. If the conduct or performance of the probationer is not satisfactory, he shall be restored to his former permanent position at the end of his probationary term.

Section 6 When a vacancy occurs or a new job is created outside of the bargaining unit, the Village agrees to give notice of the existence of such vacancy to the unit members by making a bulletin board announcement at least ten (10) days before filling such vacancy. During such period employees have the right to submit applications for the vacancy.

Section 7 Should no employee from within the bargaining unit apply for a posted position, the Employer will offer the position to qualified employees laid off in reverse order of layoff. An individual will remain on the recall list for a period of time equal to the length of employment with the Village, up to thirty six (36) months, but will remain for a period of at least one year.
Section 8 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 XXIII of this Agreement; provided however, promotions or transfers to jobs outside the bargaining unit to Superintendent or other supervisory positions shall be solely a function of Management.

Section 9 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 XXXI

DISABILITY INSURANCE

Section 1 The employer 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 XXXII

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. During sick leave use the employee’s disability benefit will go to the employer, who will replace the employee’s sick days on a pro-rated basis. Sick time will be rounded to the nearest hour.
ARTICLE XXXIII

EDUCATION AND TRAINING

Section 1 The Frankfort Power & Light Department will pay for the cost of tuition, enrollment, course materials, and related expenses of any education, training program, Linemans Safety Training course, or B.O.C.E.S. course, which has been approved by the Employer, provided the employee successfully completes the course which has been approved by the Department and presents a certificate indicating the same. The courses or training defined as those which will improve or upgrade skills and which will improve professional ability.

ARTICLE XXXIV

BREAKS

Section 1 Each employee will be allowed a twenty (20) minute break 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 XXXV

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 payment 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  When jury service is completed prior to 1:00 p.m., the employee is required to telephone the Village Office and report to work, if requested.

Section 4  The employee must notify his supervisor immediately upon receipt of a summons for jury service.

Section 5  At the Employer’s request, adequate proof must be prepared of days served on a jury and the amount received for such service.

ARTICLE XXXVI

LEAVES OF ABSENCE

Section 1  Employers may grant leaves of absence without loss of seniority, not to exceed one year, after three month’s service with the Employer. It is agreed that the employee shall be entitled to return to his employment in the same position following all leaves of absence.

Section 2  Any request for a leave of absence shall be submitted in writing by the employee to the Electric Supt. The request shall state the reason the leave of absence is being requested.

Section 3  A pregnancy leave of absence will be granted for the period of a disability as certified by a doctor.

Section 4  Leaves of Absence will be granted in accordance with the “Family and Medical Leave Act of 1993” for cases not covered in other sections of this article.

ARTICLE XXXVII

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 for a period of three (3) consecutive days. These days must fall from the
day of death and end with the day of the funeral. Other accumulated time can be used for the day
of burial of other relatives or friends.

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

Section 3 The employee shall notify his department head, the Superintendent, or his
designee as soon as possible of a need to take a leave pursuant to this Article.

Section 4 In case of Spring burial, two days will be allowed for calling hours and the
day of the burial will be allowed, if requested. If death occurs during other authorized paid off-
duty time, the employee will be granted additional time off.

ARTICLE XXXVIII

SICK LEAVE

Section 1 An employee shall be entitled to start to earn sick leave from his/her date of
hire, except a probationary employee’s sick leave will be calculated retroactively when he
becomes permanent. Employees shall accumulate sick leave as long as he is in the service of the
Employer at the rate of ten (10) days per year to a maximum of one hundred twenty five (125)
days. All or any number of accumulated sick days may be used for bonafied sick leave.

Section 2 An employee shall be permitted three (3) consecutive days bonafied sick
leave before a doctor’s certificate is required.

Section 3 If an employee is injured in the line of duty and received compensation
under the Workman’s Compensation, he or she may, if they so desire, have sick leave with pay
during the time of disability not exceeding his or her accumulated and unused sick leave or
vacation time.

Section 4 Sick time may be used for physical examinations by a doctor, and for dental
and eye examinations and/or treatment.

Section 5 Any employee on leave of absence will retain accumulated sick leave. No
sick leave will be accrued during such absence.
Section 6  Upon permanent separation from employment with the Village, the employee will be paid in full for one hundred twenty five (125) of the accumulated sick days at his current rate of pay.

Section 7  The Employer may make payments for accumulated sick days in weekly installments, equal to his most recent normal weekly wage.

Section 8  Effective January 1, 2005, an employee of the Village of Frankfort, who has accrued sick time in another department within the Village. Shall upon transferring to The Village of Frankfort Power and Light Department, be allowed to bring with them previously accrued sick time frozen at their previous wage rate. From the employees start date with the Power and Light Department, sick time accrual and benefit shall be as defined by this Article XXXVIII

Section 9  All, or any number of, accumulated sick days may be used in accordance with Section 41j of the New York State Retirement Plan.

ARTICLE XXXIX

PERSONAL LEAVE

Section 1  Employees shall be granted three (3) days personal leave after one (1) year of continuous service.

Section 2  Additional emergency requests beyond the days as agreed upon in Section 1 of this article will be handled as a special request to the Supt. The employee making the request shall obtain the concurrence of the head of the department. Granting of special requests beyond the days as agreed upon in Section 1 of this article will be handled as an individual case and will be made by the Supt.
ARTICLE XL

HOLIDAYS

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

New Years Day  Veterans Day
Good Friday  Thanksgiving Day
President’s Day  Day After Thanksgiving
Memorial Day  Christmas Day
Independence Day  Federal Elections (1/2 Day Annually)
Labor Day  Village Elections (1/2 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  Vacation days shall be considered as days worked.

Section 5  Paid sick leave shall be considered as days worked.
ARTICLE XLI

VACATION

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10 days</td>
</tr>
<tr>
<td>2</td>
<td>10 days</td>
</tr>
<tr>
<td>3</td>
<td>10 days</td>
</tr>
<tr>
<td>4</td>
<td>10 days</td>
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<td>5</td>
<td>15 days</td>
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<td>6</td>
<td>15 days</td>
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<td>7</td>
<td>15 days</td>
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<td>8</td>
<td>15 days</td>
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<td>9</td>
<td>15 days</td>
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<td>10</td>
<td>20 days</td>
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<tr>
<td>11</td>
<td>20 days</td>
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<tr>
<td>12</td>
<td>20 days</td>
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<td>13</td>
<td>20 days</td>
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<td>14</td>
<td>20 days</td>
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<td>15</td>
<td>20 days</td>
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<td>16</td>
<td>20 days</td>
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<tr>
<td>17</td>
<td>25 days</td>
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<tr>
<td>18</td>
<td>25 days</td>
</tr>
<tr>
<td>19</td>
<td>25 days</td>
</tr>
<tr>
<td>20+</td>
<td>25 days</td>
</tr>
</tbody>
</table>
Section 2 If regular payday falls during an employee’s vacation, the employee shall receive such paycheck in advance of the payday period prior to his/her leaving, provided he/she gives a one (1) week notice to the payroll clerk.

Section 3 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 4 Employees may carry over unused vacation benefits not to exceed two weeks from one vacation period to the next, upon approval of the Superintendent.

Section 5 An employee entitled to bereavement leave while on vacation shall not lose vacation time.

Section 6 Vacation pay for each week of vacation shall be the employee’s current hourly rate of pay multiplied by 40 hours.

Section 7 Blue collar employees shall determine their vacation schedule between themselves; however, should a dispute arises, unit seniority shall prevail. The white collar employees shall determine their vacation schedule between themselves; however, should a dispute arise, unit seniority shall prevail.

Section 8 Vacation will be set up by the last week of March of each calendar year, and will be scheduled so as not to leave manpower shortages.

Section 9 Vacation time may be scheduled for one (1) day at a time, up to a maximum of total earned vacation time.

Section 10 With approval of the Superintendent, vacation time may be re-scheduled at a later date; however, no less senior employee shall have his previously scheduled vacation time changed to accommodate.

Section 11 Should a disability occur during a vacation period, subsequent vacation days may be re-scheduled; however, the re-scheduling shall not conflict with less senior employees previously scheduled vacation time.

Section 12 The employer will not require an employee to forgo scheduled vacation time except in dire emergency, and then in addition to the vacation pay allowance, compensation at the applicable overtime rate for all such vacation time actually worked will be paid.

Section 13 In the event that sickness, disability or compensable accident occurs prior to and interferes with the scheduled vacation of an employee, the vacation will be re-scheduled.
whenever practicable within the calendar year. If prolonged disability occurs prior to an employee’s vacation and makes it impossible for him to take such vacation that year, he shall be allowed his normal vacation pay without curtailment of concurrent Disability Pay, Workmen’s Compensation Benefits, or Disability Pay supplement.

Section 14 Whenever a regular employee voluntarily resigns, enters military service, is laid off because of lack of work, is discharged, or is retired; he shall be entitled to his earned vacation, based on his service during the previous year, or pay at the basic rate in lieu thereof. A regular employee retired for age or disability will also be entitled to a vacation allowance for time worked during the year in which he is retired. Comparable benefits shall be paid to the beneficiary of a deceased employee.

ARTICLE XLII

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 blue collar 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 It is agreed that white collar workers hours are based on 35 hours per week. All hours in excess of 7 hours per day or 35 hours per week shall be paid at the prevailing rate of overtime. Sunday and Holiday pay shall be made as directed in Section 3 of this article.

Section 3 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, which will be twice the regular straight time rate. Should double time work continue without interruption into the next calendar day, the double time rate shall continue until the employee’s regularly scheduled tour of duty begins.

Section 4 Pay for working a holiday shall not preclude receipt of regular holiday pay.

Section 5 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 6  No employee shall be laid off on a regular scheduled work day to equalize overtime.

Section 7  When possible, employees shall be notified twenty four (24) hours in advance of any scheduled overtime.

Section 8  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, comp. time, or holiday falling within any such period shall be considered as hours worked.

Section 9  By mutual agreement between the Employer and a majority of the blue collar employees starting and quitting times may be altered. Hours for clerical workers shall be altered only by agreement between the Employer and majority of white collar workers.

ARTICLE XLIII

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 crew 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.

ARTICLE XLIV

STAND-BY PAY

Section 1  A qualified Electric Dept. employee assigned standby duty on a weekly basis shall receive $200 pay for the week, in addition to his regular weekly wages.

Section 2  The standby list shall be posted on the bulletin board and the standby assignment shall be rotated periodically.
ARTICLE XLV

CALL OUTS

Section 1  A call out is a communication to any 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.

Section 2  The employee shall be entitled to a minimum of two (2) hours pay at the applicable overtime rate. In addition, he shall be paid at the applicable overtime rate for all hours worked.

Section 3  One employee may be called out on an emergency, however upon investigation of the emergency, should he deem it necessary, he may call additional employees for help.

Section 4  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 employees regularly scheduled shift shall be compensated at straight time.

Section 5  Should an employee be required to work during the (8) eight hour period immediately preceding his regularly scheduled shift, he will be allowed a rest period at the beginning of the next shift, or as soon as the emergency is declared over, equal to the hours actually worked during that preceding eight (8) hour period. This section applies to all Frankfort Power and Light Department classifications that are listed in Article XLIX (Wages) of this Agreement.

Section 6  When an employee is called out on emergency work, his time will start when the call is received.

ARTICLE XLVI

SAFETY AND HEALTH

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 and operating procedures governing all matters pertaining to operations, safety,
training, education, and testing of equipment. Each party shall designate two (2) representatives to the Committee.

**Section 2** Employees shall work under the American Public Power Association 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, as per State and Federal regulations.

**Section 4** It is the Employee’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** The Employer will furnish prescription safety glasses for employees who are required to wear corrective lenses. The Employer will provide safety glasses to all employees required to wear safety glasses as conditions of employment. Glasses broken on the job will be replaced at no cost to the employee.

**Section 6** If through no fault of their own, white collar employees are subject to temperatures in their normal workplace which would require the wearing of clothing not normally worn indoors to remain comfortable, their supervisor shall move them to a comfortably warm environment where they will continue to work, if appropriate work is available.

**Section 7** The Union Steward will appoint or act as the Safety Officer. The Safety Officer shall have the authority to stop work that he or she feels is unsafe or unhealthy despite written or verbal orders from any supervisor. The Safety Officer shall bear responsibility for his or her decision to stop work; however, he or she will not be disciplined in any manner unless his or her decision is shown to have been malicious and capricious.

**Section 8** Operations involving the use of an aerial lift will be accomplished by a crew size of no fewer than two (2) qualified Electric Department employees who are familiar with, and trained in, the proper operation of the aerial lift. There shall always be one employee on the ground to perform the emergency operation required to lower the lift to the ground position without endangering himself, fellow workers, or the general public. Due to safety concerns or the nature of work, the Superintendent of Public Works or his/her designee may authorize a
larger number of qualified employees for a specific job detail. Safety concerns are subject to the provisions of Section 7 above.

Section 9  All Electric Department vehicles will be equipped with 2-way radios.

Section 10 Should employees be required to operate equipment requiring CDL license, the employer will furnish a vehicle and pay the cost of the driver’s test, and the differential in cost between a Class 5 and a CDL license upon renewal.

Section 11 At no time shall an employee be required to perform a hazardous task outside of his/her classification and/or scope of work, for which he/she is not familiar and/or trained.

Section 12 The employer will supply employees with necessary protective clothing, such as rain gear, rubber boots, work and protective gloves, safety helmets, safety line shoes, and other safety clothing, according to their job classifications. Safety line shoes limited to $150.00 every two years.

Section 13 The employer will furnish, at no cost to the employee, a uniform service which includes cleaning of the garments. The garments will meet OSHA requirements in regards to its fire retardant properties.

ARTICLE XLVII

HEALTH INSURANCE

Section 1 Effective January 1, 2005, the employer will contribute to the Local 1249 Insurance Fund monthly premium payments commencing as follows:

January 1, 2005  January 1, 2006  January 1, 2007
$610.00  $660.00  $710.00

Section 2 Monthly premiums will be paid in advance and shall be received at the Fund Office by the fifteenth (15th) of the previous month for which they are intended.

Section 3 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 4 The Employer shall have no responsibility for the operation and maintenance of the Insurance Fund other than complying with Section 1 and Section 2 of this Article.

Section 5 Upon retirement, for employees hired prior to January 1, 2005 the employer agrees to pay 80% of the premium for individual coverage Major Medical insurance and Basic Hospital Medical Plan for all retired Electric Department employees, by including them into the plan currently provided for retirees. Upon the employee reaching Medicare age the employer agrees to pay 60% of the premium cost for Medicare supplement insurance. The employee may supplement his / her portion of the above premium cost with accrued sick time.

Section 6 Employees hired after January 1, 1994, shall be responsible for payments of (50%) fifty percent of the monthly premium for health insurance coverage.

Section 7 Upon retirement, for employees hired after January 1, 2005 with twenty years of continuous service, the employer agrees to pay 20% of the insurance premium for individual coverage by including them into the plan currently provided for retirees.

Section 8 The employer will deduct from the weekly paycheck of employees hired after January 1, 1994, one fifty second (1/52) of the employee’s yearly share of the insurance premium and monthly forward those premiums to the insurance office, incorporated with all other insurance premiums.

ARTICLE XLVIII

ADVANCEMENT OF LINE HELPER

TO CERTIFIED LINEMEN

Section 1 An employee hired and classified as a Line Helper will be advanced to the classification of Certified Lineman as follows:

Step 1. A new employee with no electric line experience will work for a period of six months assisting only from the ground.

Step 2. Six months from the date of hire, a Line Helper may, under close supervision, work on voltages up to and including 440 volts. One and one half years from date of hire, a Line Helper shall be moved to Step 3 providing he meets the following criteria:
(a) He will have completed units 1-1 through 1-6; 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 immediate supervisor and superintendent that he is qualified for advancement from the practical aspects of his assigned duties during Step 2.

**Step 3.** A Line Helper 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 Frankfort Department. Before advancement, 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 immediate supervisor and superintendent that he is qualified for advancement from the practical aspects of his assigned duties during Step 3.

**Step 4.** A Line Helper shall remain at Step 4 for the period of one year before being classified as a Certified Lineman. From this date, the new Certified Lineman shall receive Certified Lineman’s wages, unless he fails the appropriate Certified Lineman’s Civil Service Test. If the employee fails the Civil Service Test, 4th Step wages will be reinstated until he passes the Civil Service Test. He shall also meet the following criteria:

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

(b) It is agreed upon by the Electric Department Supervisor that the employee is competent in all aspects of his assigned duties.

**Section 2** Future Certified Linemen under this Agreement will be trained through the New York State Lineman’s Safety Training Fund for the Electrical Industry. The Employer will furnish all training materials and texts.

**Section 3** The pay rates for Step 1, 2, 3 & 4 Line Helper will be determined as a percentage of a Certified Lineman’s wages and will be as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>70%</td>
</tr>
<tr>
<td>Step 2</td>
<td>80%</td>
</tr>
<tr>
<td>Step 3</td>
<td>85%</td>
</tr>
<tr>
<td>Step 4</td>
<td>90%</td>
</tr>
</tbody>
</table>

**Section 4** The Wage Schedule for Lineman’s Helper is recorded in Article XLIX.
ARTICLE XLIX

WAGES

Section 1(a) The following hourly wage rates shall be paid to Power and Light Department employees hired before January 1, 2005 on the effective the dates indicated below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>3%</th>
<th>3%</th>
<th>3%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-1-2005</td>
<td>1-1-2006</td>
<td>1-1-2007</td>
</tr>
<tr>
<td>Line Foreman</td>
<td>22.39</td>
<td>23.06</td>
<td>23.75</td>
</tr>
<tr>
<td>Certified Lineman</td>
<td>21.37</td>
<td>22.01</td>
<td>22.67</td>
</tr>
<tr>
<td>Meter Reader/Serviceman</td>
<td>20.12</td>
<td>20.72</td>
<td>21.34</td>
</tr>
<tr>
<td>Account Clerk</td>
<td>14.95</td>
<td>15.40</td>
<td>15.86</td>
</tr>
</tbody>
</table>

Section 1(b) The following hourly wage rates shall be paid to new hire employees or existing Village employees transferred to the Light Department after January 1, 2005 on the effective dates indicated below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>1-1-2005</th>
<th>1-1-2006</th>
<th>1-1-2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Foreman</td>
<td>21.62</td>
<td>22.27</td>
<td>22.94</td>
</tr>
<tr>
<td>Certified Lineman</td>
<td>20.60</td>
<td>21.22</td>
<td>21.86</td>
</tr>
<tr>
<td>Meter Reader/Serviceman</td>
<td>19.34</td>
<td>19.92</td>
<td>20.52</td>
</tr>
<tr>
<td>Meter Reader/Helper</td>
<td>13.99</td>
<td>14.41</td>
<td>14.84</td>
</tr>
<tr>
<td>Account Clerk</td>
<td>14.06</td>
<td>14.48</td>
<td>14.91</td>
</tr>
<tr>
<td>Account Clerk (New Hire)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 6 Months</td>
<td>9.58</td>
<td>9.87</td>
<td>10.17</td>
</tr>
<tr>
<td>Second 6 Months</td>
<td>11.25</td>
<td>11.59</td>
<td>11.94</td>
</tr>
<tr>
<td>Third 6 Months</td>
<td>12.66</td>
<td>13.04</td>
<td>13.43</td>
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<tr>
<td>Clerk</td>
<td>13.80</td>
<td>14.21</td>
<td>14.64</td>
</tr>
<tr>
<td>Clerk (New Hire)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>First 6 Months</td>
<td>9.60</td>
<td>9.89</td>
<td>10.19</td>
</tr>
<tr>
<td>Second 6 Months</td>
<td>10.98</td>
<td>11.31</td>
<td>11.65</td>
</tr>
<tr>
<td>Third 6 Months</td>
<td>12.39</td>
<td>12.76</td>
<td>13.14</td>
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<tr>
<td>Lineman’s Helper</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Step 1</td>
<td>14.41</td>
<td>14.84</td>
<td>15.29</td>
</tr>
<tr>
<td>Step 2</td>
<td>16.47</td>
<td>16.96</td>
<td>17.47</td>
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<tr>
<td>Step 3</td>
<td>17.51</td>
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<tr>
<td>Step 4</td>
<td>18.54</td>
<td>19.10</td>
<td>19.67</td>
</tr>
<tr>
<td>Part-time Employee</td>
<td>11.13</td>
<td>11.46</td>
<td>11.80</td>
</tr>
</tbody>
</table>


Section 2  The employer will make available the deferred compensation plan for employees of the State of New York and Other Participating Public Jurisdictions (The Plan) for the voluntary participation of all eligible employees.

Section 3  An employee who operates the computer (SCADA) shall receive an hours pay per week in addition to his regular weekly wage.

Section 4  Employees of the Electric Department shall receive an hourly wage for work performed in any Electrical Substation, at a rate of 15% above his listed wage rate, should any other Village of Frankfort employee be paid a premium rate for performing certain duties.

Section 5  Temporary employees shall be entitled to wages appropriate to the classification for which they are assigned.

Section 6  A new hire classified as Account Clerk shall receive a reduced rate during the first 18 months of employment as recorded in Section 1 of this Article.

ARTICLE L

SEVERANCE PAY

Section 1  An employee shall be entitled compensation for all accumulated comp time, sick leave, personal leave, and vacation time at his regular rate of pay upon separation from employment with the Electric Department.

Section 2  The beneficiary of an employee shall receive his entitled severance pay, in the event of his death while still employed.

Section 3  Severance pay may be paid in weekly installments equal to the employee’s last scheduled regular weekly wage.

ARTICLE LI

RETIREMENT

Section 1  The Village will continue the non-contributory retirement plans available for all eligible employees under the New York State Employee’s Retirement Plan, Section 751 1/50th Plan.
**Section 2** The Village will participate in the contributory retirement plans available to its employees who entered Village service on or after July 1, 1976, pursuant to a chapter of the Laws of 1976 and as thereafter amended.

**Section 3** Any further changes or amendments to the New York Retirement and Social Security Law during the life of this Agreement shall accordingly amend this section as to future employees who enter service after the effective date of any such change or amendment. However, no right or benefit of such law, in which the Village has elected to participate, shall be diminished or decreased as to any employee in service at the time of such change or amendment.

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

**Section 5** Upon retirement from employment with the Village, employees shall receive a cash payment of accrued sick days not to exceed twenty (20) days pay at their current wage rate. The remainder of accrued sick time shall be used to offset the employees required co-payment of health care premiums per Article XLVII Section 5.

**ARTICLE LII**

**CHAIN OF COMMAND**

That all interaction between the light department will filter through a chain of command headed by the Superintendent of the Light Department. All contact, save in emergency situations, will require the Mayor and any member of The Board of Trustees, The Village Clerk and/or any other agent of the Village to deal only with the Superintendent rather than directly with members of the light department. Any problems will require the afore mentioned agents of the Village to deal directly with the Superintendent. The I.B.E.W. recognized that these procedures protect and promote the efficient and fair administration of the Municipal Electric Dept. and impose the contract requirement of chain of command interaction to benefit the Village, the I.B.E.W. and the Superintendent all of whom herein obtain and maintain vested, actionable rights pursuant to the provisions of the Chain of Command set forth herein. These provisions do not require the Superintendent respecting Labor Management negotiations or conferences but only respecting command and authority in operations. Ultimately an employee is responsible, save in emergency situations, to the Superintendent and not the Mayor, members of the Board or other agents of the Village.
ARTICLE LIII

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

DURATION

Section 1  This Agreement is effective 12:01 A.M., January 1, 2005, and shall continue in effect to and including midnight December 31, 2007.

Section 2  It has been agreed that negotiations will begin no later than August 1, 2007, for a successor to this Agreement.

Section 3  It is agreed by both the Board and the Union that in the event an agreement is not reached by the expiration date of this agreement, the wage rates, and insurance premiums of the agreement reached after that date will be retroactive to the expiration date of this agreement. All other benefits, responsibilities and obligations shall become effective upon signing of the agreement.

Agreed this 1st day of August 2005

FRANKFORT POWER AND LIGHT DEPT.  IBEW LOCAL UNION 1249

Mayor, Village of Frankfort  Local Union 1249 Business Manager

Negotiator, Village of Frankfort  Local Union 1249 Unit Chairperson

Negotiator, Local Union 1249

APPROVED
INTERNATIONAL OFFICE - I. B. E. W.

AUG 10 2005

Martin Rustin
Negotiator, Local Union 1249