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LABOR AGREEMENT

BOARD OF PUBLIC UTILITIES

JAMESTOWN, NEW YORK

AND

LOCAL UNION NO. 459 OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

APRIL 1, 1998 TO MARCH 31, 2001

EXTENSION

APRIL 1, 2001 TO MARCH 31, 2005

RECEIVED  

SEP 21 2001  

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of April, 1994, by and between:

BOARD OF PUBLIC UTILITIES, Jamestown, New York (hereinafter referred to as the "Employer")

and

LOCAL UNION NO. 459 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter referred to as "Union").

ARTICLE I

Section 1.1 : Recognition

(A) This Agreement as executed by the parties hereto shall constitute the entire and only agreement between the parties hereto. As a result of the Certification of Results of the Elections dated the 19th day of October, 1967 and dated the 11th day of December, 1974, the Employer recognizes the Union as the sole and exclusive bargaining agent for all maintenance, production workers and construction workers and office clerical employees of the Electric and Water Divisions of the Employer with respect to rates of pay, hours of work, and other conditions of employment, exclusive of supervisory employees, confidential employees, professional employees, and guards (as described in the election units between the parties).

Should the Board of Public Utilities establish any new job titles that are not currently in existence, the Board of Public Utilities shall give a copy of this new job title to the Union.

After a discussion, should the parties fail to agree as to the inclusion or exclusion in the bargaining group of this new job title, either party may then, under the impasse procedure, file with Perb for a determination as to proper status of this new job title.

The parties to the agreement recognize the desirability for employees in the bargaining unit to actively participate in Union matters in accordance with the Union Constitution and By-Laws; however, it is also recognized that this participation shall not in any way violate the provisions of this Agreement.
Section 1.1 - Recognition (Cont.)

(B) The Union agrees that its members who are employees of the Employer will individually and collectively perform loyal and efficient service; that they will use their influence and best efforts to protect the property of the Employer, and will cooperate with the Employer to this end at all times.
ARTICLE II

Section 2.1 - Union Security

Upon completion of the probationary period, (no longer than six (6) months), every employee covered by this Agreement shall, as a condition of employment: (1) become a member of the Union and maintain his or her membership in the Union in accordance with its Constitution and By-Laws; or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members), and shall tender, monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of Union members in his base wage rate: (The monthly agency fee shall be the same amount as the monthly union dues).

(A) Any employee who is or who becomes a member of the Union shall, as a condition of employment, maintain his membership in the Union in accordance with its Constitution and By-Laws or pay the monthly agency fee as provided above.

(B) Upon receipt of a written Union procedure to provide a refund to a non-union employee who objects to the Union’s use of some of his agency fee for political or ideological purposes and

   a. Within 60 days of the signing of this Agreement, the Union shall provide to the BPU Personnel Office a list of all employees in the bargaining unit, indicating for each whether union dues or an agency fee should be deducted from their paycheck. The Employer shall make all such deductions from payrolls on the basis of the list as supplied by the Union. It shall be the responsibility of the Union to maintain a current list.
   
   b. The Union shall indemnify and hold harmless the Board of Public Utilities and its officials or employees from any cause of action, claim loss, or damages incurred as a result of the Employer’s deduction of an agency fee from any employee. The Union shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the Union. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the Union, the Board of Public Utilities and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the Union.
Section 2.2 - Checkoff

The Employer shall deduct from their wages and pay over to the proper officer of the Union, the membership initiation fee and monthly dues of the bargaining group employees who are members of the Union and who have individually authorized such deductions in writing.

Section 2.3 - Agency Shop Fee

Upon the effective date of this Agreement and during the terms of this Agreement, the Employer shall deduct a registration and a monthly agency fee from the wages of a bargaining group employee who is not a member of the Union, in an amount equivalent to the initiation and monthly dues levied by the Union upon its members. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same officer as the monthly dues and registration fees referred to in Section 2.2.

Section 2.4 - Dispute

If any dispute arises under the provisions of this title, it shall be referred directly to the appropriate Committees under Article VIII, Section 8.1, second step for determination under the grievance procedure provided for in this Agreement.
ARTICLE III
HOURS OF EMPLOYMENT
AND OVERTIME PAY

Section 3.1 - Hours of Employment

The normal scheduled work week for all employees covered by this Agreement shall consist of eight (8) hours a day and forty (40) hours a week, with the understanding that any of such employees may be required to work in excess of forty (40) hours per week to meet emergencies which will be paid for on an overtime basis as described below:

(A) "Shift" employees are defined as those working on jobs that are operated twenty-four hours per day, seven (7) days per week, and who rotate according to schedule as to the hours of the day and days of the week. Shift work schedules require Saturday, Sunday and Holiday work. Shift schedules shall start between 7:00 A.M. and 8:00 A.M.; 3:00 P.M. and 4:00 P.M.; 11:00 P.M. and 12:00 midnight, and shall consist of eight (8) consecutive hours.

Relief shift employees when not working on operations will work the same hours as "day work" employees in the generating station with relief days on Wednesday 7:00 A.M. to 3:00 P.M. and Thursday and Friday 3:00 P.M. to 11:00 P.M. as assigned. They will work same as shift employees when assigned to shift schedules.

(B) "Day work" employees are defined as those whose regular hours of work are scheduled as eight (8) consecutive hours (exclusive of time out for lunch) between the hours of 7:00 A.M. and 5:00 P.M., over a period of five (5) consecutive days per week, Monday through Friday. The current practice of hours worked in the computer room will remain unchanged.

(C) "Scheduled" employees are defined as those whose regularly scheduled hours of work may be during any twenty-four (24) hour period, usually on a day and evening schedule but not around the clock, such as a shift employee. Scheduled employees may have schedules requiring Saturday, Sunday, and Holiday work.

(D) The Board of Public Utilities and the Union will meet and work out summer hours by Departments where it is feasible and where such hours do not increase normal overtime or require hiring of additional employees other than those normally hired temporarily during the summer.

(E) Any permanent changes in the above scheduled hours shall be by mutual agreement, except in cases of emergency. After the emergency is over, the employees shall return to their regular work schedules. Emergency is defined in Section 12.8.
Section 3.2 - Overtime Pay

(A) Time and One-half - Overtime payment of time and one-half the straight time wage, shall be paid for all work performed off schedule on a regularly scheduled work day and all time worked on a regularly scheduled rest day, except as otherwise provided.

Scheduled overtime shall be arranged in advance insofar as it is possible based upon operational circumstances. The Employer will make every effort to give at least twenty-four (24) hours advance notice of overtime. No meals paid for if scheduled time does not exceed one meal period.

Emergency overtime is overtime that cannot be arranged twenty-four (24) hours in advance. Meals will be furnished or paid for and eaten on paid time not to exceed one-half (1/2) hour during emergency overtime when such overtime: (i) continues beyond regular working hours, (ii) starts at least two (2) hours before regular working hours and continues into regular working hours, or (iii) is for a period of five (5) hours or more and extends beyond a regular meal time (12:00 Midnight, 6:00 A.M., 12:00 Noon, 6:00 P.M.).

(B) Double Time - Two (2) times the straight time wage rate shall be paid to "Day Work" employees for time worked on Sundays or Holidays.

Two (2) times the straight time wage rate shall be paid to "Shift" employees and "Scheduled" employees for time worked on a Holiday, providing the Holiday is not a scheduled day, and for time worked on the second day of rest (second day after last scheduled work day of the employee's assigned work week).

For further application of Double Time, refer to Section 12.12 - Fifteen Hour Clause.

(C) No employee shall be required to take time off to offset any overtime worked or to be worked during any regular work week.

In all shift operations where assigned schedules include Saturday, Sunday, and Holiday work, all such schedules shall be rotated in such manner as to equalize Saturday, Sunday, and Holiday work among employees involved. Work days and rest days insofar as regularly scheduled work is concerned shall be consecutive where possible.

All overtime work shall be equalized insofar as possible in each classification of work over a period not to exceed 120 days.
Section 3.2 - Overtime Pay (Cont.)

All employees are expected to work a reasonable amount of overtime.

(D) The Union agrees to assist and cooperate with the Employer to avoid abuse and misuse of overtime by employees conducting themselves in such a manner as to create overtime by various means.

(E) The Employer and the Union agree to establish a procedure by Department whereby over a period of time, overtime can be more evenly shared or equalized.
ARTICLE IV
CALL-OUT PAY

Section 4.1 - Call-Out

A straight time allowance of four (4) hours will be credited to hourly men called out in cases of emergency outside their regular working hours for each call-out up to and including three (3) during any overtime period each day. Following the third call-out, overtime pay will be computed on hours actually worked. If during any call-out the overtime rate for time actually worked exceeds four and (4) hours of straight time rate, the hours worked shall govern the determination of overtime pay. This Section shall not apply to the extension (before or after) of the scheduled work day. In the case of call-outs, working time shall be computed from the time the call is received until the work is completed.
ARTICLE V
RIGHTS OF MANAGEMENT

Section 5.1 - Rights

The Employer reserves its exclusive rights to exercise the normal functions of management. This shall include the right to hire new employees and to direct the working forces and manage its operations; to discipline, suspend, discharge for just cause, lay-off, transfer employees and transfer employees because of lack of work; require employees to observe reasonable Employer rules and regulations; and to decide the method and schedule of work and production, etc. subject to written provisions of this Agreement.
ARTICLE VI
SENIORITY

Section 6.1 - Seniority

Probationary period, promotions, lay-off, or demotions because of abolition of positions or curtailment of funds, and recall, shall be handled in accordance with the applicable provisions of the current labor contract.

Section 6.2 - Seniority List and Civil Service Status

Twelve (12) copies of an up-to-date seniority list and civil service status list shall be furnished to the Union semi-annually or upon request.

Section 6.3 - Seniority Defined

(A) Seniority as used herein shall apply to regular employees and shall mean length of service (and qualifications as defined below) in continuous employment of the Employer, in the bargaining unit. An employee shall not accumulate seniority during temporary employment. However, after he has completed his temporary employment and has been made a regular employee, his seniority shall begin with the first day of his continuous employment. Layoffs, sick or accident leaves, or leave of absence, shall not affect an employee's seniority. However, employees shall not accumulate seniority for vacation allotment during a leave of absence unless such leave of absence is for layoff, sickness or accident.

(B) All new permanent employees who are not on a temporary basis shall be on a probationary basis for a period not more than six (6) months and shall thereafter be placed on the seniority list dating back to the date of first continuous employment. Any such probationary employee who does not meet the entire approval of the Employer may be dismissed for any reason without recourse before the expiration of the probationary period. In any event, the probationary period shall not be more than six (6) months.

The Employer will send to the Union a copy of any employee notice regarding the probationary period and any employee's request for extension must be signed by the employee.
Section 6.3 - Seniority Defined (Cont.)

(C) 1. In the filling of vacancies, in the reduction in forces due to lack of work and recall, seniority, qualifications and normal progression shall be the governing factors within the following:

First, on a Department basis:
Second, on a Division basis; and
Third, on a System-wide basis.

The Divisions and Departments are set forth in the attached Exhibits.

It is understood that in the application of this Paragraph, the employee shall receive the rate of pay for the job he is performing.

Job vacancies in the unit shall be posted for a period of ten (10) calendar days. During this period, any employee desiring an opportunity to bid must mail his bid to the Employer with a copy to the Unit Chairman, Local 459 postmarked not later than midnight of the tenth (10th) day. It is understood, however, that a successful bidder will only be transferred to the bidded job after a replacement is obtained for the position from which he bid. The Employer will make a good faith effort to obtain a replacement in a reasonable length of time depending upon all the circumstances involved.

If after ninety work days have elapsed from the expiration of a job posting and the Employer has not awarded such job, then the Employer shall repost the job vacancy prior to hiring an employee off the street.

The parties agree to set forth normal progression in letter form.

2. Qualifications shall be defined as follows:

(a) Performance of work assigned in a manner as safe and economical as possible under the circumstances.

(b) Knowledge and experience, previously acquired, of the job to be filled. Temporary assignments made outside of seniority shall not be the qualifying factor.

(c) Cooperation with Supervisors.

(d) Protection of the lawful interests of the Employer.

(e) Punctuality and observance of the rules and regulations of the Employer.
Section 6.3 - Seniority Defined (Cont.)

(D) When a lay-off because of a lack of work or a reduction of the work force is necessary, the Employer shall notify the Union and arrange a meeting to work out the exact procedure to be followed giving recognition to seniority and qualifications. In case of a reduction of the work force, the elimination of/or reassignment of work, the Employer will offer affected employees, based upon seniority and qualifications, reassignment

First, on a Department basis
Second, on a Division basis
Third, on a System-wide basis

In the event such reassignment falls within a formerly held job classification, the affected employee shall enjoy the highest pay step of that classification that he received while previously holding such classification. However, such affected employee shall not enjoy the six (6) week break-in period listed below.

In the event it becomes necessary to reduce the work force in any Department because of lack of work, the displacement or movement of employees shall be in the inverse order of the usual progression within that Department, Division and System in accordance with seniority and qualifications.

Beginning with the classification and the work area where the surplus work force exists, those employees of that classification in that work area having the most seniority shall replace those employees in the department. The displaced employees will then be reduced to the next lower classification.

This process shall continue until a work force surplus develops in the lowest classification in the department. The surplus employees shall displace employees having less seniority in any other classification:

First, in any Department
Second, in any Division
Third, in System-Wide

A senior employee can displace a junior employee if he is qualified to perform the job he is replacing. An employee who is awarded a job or reassigned a job shall be given a period of time not to exceed six (6) weeks to acquaint himself with the job and to fill it. The Employer will make every good faith effort during this six (6) week period to assist the employee to become acquainted with the job.
Section 6.3 - Seniority Defined (Cont.)

Reassigned, displaced, or laid off employees shall be reinstated or recalled in the inverse order of the above.

All affected employees shall retain their seniority in the department division at the date of transfer or lay-off for a period of one (1) year from the date of such transfer but shall take no department seniority to the department to which transferred.

Any employee being laid off shall receive his unused and accrued vacation in a lump sum in addition to his regular paycheck which shall include all hours worked up to and including his last day of work. This payment to be made on the next regular pay period after lay-off.

Any employee affected by the above will be paid the rate of pay for the job that he has been reassigned (wage rate will be paid for the job performed).

(E) Any employee shall lose his seniority under any of the following circumstances:

1. Voluntary termination of his employment;

2. Discharge for just cause:

3. When an employee, indefinitely laid-off fails to return to work within two (2) weeks after written notice by certified or registered mail to his last known address, requesting such return, or if such employee fails to notify the Employer of his intention to return to work within one (1) week after written notice has been delivered to him;

4. If he is absent without notification to the Employer for three (3) consecutive working days (unless there is a reasonable excuse of an unusual and unanticipated nature, such as unconsciousness or being lost in a remote area, etc.) (With respect to the above, the notification is applicable to the first three days.)

or

5. Lay-off exceeding one (1) year.

(F) Employees may accept supervisory positions with the Employer which are not covered by this Agreement without loss of seniority already accumulated, but shall not accumulate any additional seniority during the period they occupy positions outside the scope of this Agreement. An employee may be returned to the Unit within a six-month period without loss of accumulated seniority as described above.

The Employer will provide the Union with written notice of promotions to supervisory positions and include itemized list of duties.
Section 6.3 - Seniority Defined (Cont.)

(G) The Board of Public Utilities will make every effort to place any employee laid-off because of the reduction in force, reassignment of work, and/or elimination of work elsewhere in the utility, if possible, consistent with seniority clauses of this Agreement. Where such placement is not possible, the Board will make a reasonable effort to place such an employee with another municipal position at the same or higher wage rate when possible.

Historically, it has been the practice of this Employer, as noted in Section 6.3 (G) of the current contract, to make every effort to place any laid off employee. In the event that regionalization occurs or changes take place due to deregulation, environmental mandates or other circumstances that would jeopardize the jobs of existing employees, the Employer will make a good faith effort in cooperation with the Union to find positions for adversely affected bargaining unit personnel.

(H) Clarification - Job Posting - Civil Service

It is understood by both the Board of Public Utilities and the Union that all jobs covered by the bargaining group must be posted and bid according to the current Labor contract. That is to say, if an employee is on a "Certificate of Eligibles" list, he must still bid the job so that he can be given consideration for the job. Should the employee not bid the job during the ten-day period, it is then Union's responsibility to have the employee sign a canvass letter to indicate that the employee is not interested in this job at this time only.

It is also understood that when a "Certificate of Eligibles" list exists containing three or more names for a certain job, and an employee bids the job and is not on this list, he will be disqualified for that particular job at the time of the bid only.

Section 6.4 - Postings

The Employer agrees to make a reasonable effort to post the following items on the Union bulletin boards:

(A) All notices of Civil Service exams relevant to bargaining group classifications.

(B) All job awards.

(C) Yearly sick leave accumulations.

(D) Annual Holiday observance dates
ARTICLE VII

LEAVES OF ABSENCE

Section 7.1 - Union Activities

At the request of the Union, one employee shall be granted a leave of absence without pay for the purpose of accepting a position with the International Union, provided such leave of absence does not exceed one (1) year and provided there is sufficient advance notice to enable the Employer to obtain a qualified replacement for the position vacated. Such employee shall accumulate seniority during the first year of such leave of absence. This leave of absence is renewable every year with mutual consent of both parties.

The Employer agrees to cooperate with the Union to allow additional employees a leave of absence without pay for Union activities (Conventions, etc.) taking skills required to maintain efficient operations into consideration. However, such leaves of absence must be upon written application of the employee and with the approval of the Employer.

Section 7.2 - Personal Leaves of Absence

Reasonable leaves of absence without pay will be granted in sole discretion of the Employer for personal reasons and in accordance with Civil Service Laws and Rules, if applicable, provided such requests are made by the employee in writing and provided there is written approval of the Employer. Seniority shall accumulate during the period of such leave for bumping and bidding purposes only.

Section 7.3 - Personal Leave

Three (3) days per period of personal leave, noncumulatively, will be granted; with no loss of wages, for personal reasons to the employees. Such reason need not be relayed to management. Requests for such days shall be transmitted to the B.P.U. at least twenty-four (24) hours in advance. (A minimum of one (1) hour will be allowed.)

New permanent employees must complete six (6) months continuous satisfactory service before they are eligible for personal leave time.

PERIOD shall be defined as "April 1 through March 31."
Section 7.4 - Sick Leave

1. (a) Sick leave allowance shall be accrued at the rate of one (1) day for each calendar month of service.

   a. Employees shall be allowed unlimited usage of accumulated sick leave for extended illness.

   b. Upon retirement employee shall be eligible to be paid for accumulated but unused sick leave as follows:

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<th>Hours</th>
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<tr>
<td>4/1/97</td>
<td>600</td>
</tr>
</tbody>
</table>

2. Sick leave can be used by employee, if he so desires, for dental, medical, or eye examination, providing there is at least forty-eight (48) hours advance to the Employer (unless there is an emergency) and providing the employee returns immediately to work after the examination (if permitted by the doctor) and providing such examination cannot be scheduled during non-working hours. Employees using sick leave to cover an examination, or medical appointment may use one half (1/2) hour for periods occurring either at the beginning or ending of the employee's work day or lunch period. For all other such usage, a minimum of one (1) hour will be allowed.

3. Any employee who is ill shall notify his supervisor or the office as early as practicable so that the necessary relief employee may be called. The employee will state when he expects to return to work.

   Any employee shall submit a written sick leave request no later than forty-eight hours after his return to work. Failure to do so will forfeit employee's right to any sick leave pay for that period and may result in discipline.

4. Any employee who is ill on a day before or after a legal Holiday or scheduled vacation shall submit a doctor's certificate covering such illness or a supported affidavit satisfactory to the General Manager.

   (Article VII. Section 7.4 subsection 4 is very clear on the necessity of submitting a physician's statement or an affidavit concerning the use of sick time on a day immediately preceding or immediately subsequent to a Holiday or vacation. This section shall not apply to shift workers regarding illness before, or after a legal Holiday.)

5. Temporary or seasonal employees are not entitled to sick leave.
Section 7.4 - Sick Leave (Cont.)

6. Employees must call the Employer in advance of absence and advise of the nature of the illness, and must specify when the employee expects to return to work.

7. An employee's regular straight-time rate will be paid.

8. In the event there is a question of illness or injury arising under the terms of this Agreement, the Employer may require a doctor's certificate and/or request the employee to be examined by an Employer's doctor, and an employee on a prolonged illness or injury must furnish a doctor's certificate every thirty (30) days if requested by the Employer.

9. If absence is reasonably expected to last more than three (3) days, the employee must notify the Employer as to when he can return to work - as soon as he knows and not less than twenty-four (24) hours before his return. If not so notified, the Employer has the right to delay the employee's return until the employee can be properly scheduled into the work force but not more than one (1) work day from date of employee's notice of return. (Shift workers only.)

10. Any employee abusing their sick leave provisions shall be subject to disciplinary action, including discharge.

11. Regardless of other provisions to the contrary, an employee shall not be entitled to sick leave where such sick leave results from other compensated employment or as a result of a crime.

12. When on sick leave, an employee must submit a doctor's certificate except as follows: Regardless of other provisions to the contrary, an employee taking time off on sick leave may take up to a total of twenty-four (24) hours off in one year without furnishing a doctor's certificate. For example, an employee may take three (3) one-day periods, or one (1) one-day period and one (1) two day period, or one (1) three-day period. The maximum is three incidents.

13. Any employee using sick leave for discretionary time off rather than for an illness or injury is abusing their sick leave. It is understood that an employee using excessive amounts of sick leave particularly over long periods of time, or using sick leave in certain patterns (such as frequently calling in sick on a Monday or Friday, using sick leave when vacation or personal leave is exhausted, generally using up available sick leave issued on a monthly basis, using sick leave when the work load is heavy, frequent use of small increments of sick leave near the end of the work day, or claiming to be sick after an argument or dispute) may cease to be an effective employee. Such employee shall be subject to discipline for sick leave abuse.

14. Within the Generation and Production Department in the Electric Division and the Production Department in the Water Division, all vacancies created by sick leave shall, when possible, be filled by relief operators and/or by upgrade. Any employee, because of extenuating circumstances or conditions may, upon written notification to the Employer and the Union, decline to be moved to new position.
Section 7.5 - Reimbursement for Workmen's Compensation

When an employee loses time as a result of sickness or injury which will be covered by the Workmen's Compensation Law, he shall be entitled to use sick leave for all lost time (provided the employee has accumulated sick leave in that amount). At a point that the Employer is reimbursed for this sick leave, the employee shall then be credited with sick leave hours equal to the reimbursement. Sick leave hours shall be determined by dividing his hourly rate into the amount of reimbursement. Hours of sick leave credit shall be rounded to the closest one-half (1/2) hour.

Section 7.6 - Military Leave

Regular employees who are members of the National Guard or the reserve components of the Armed Forces of the United States shall be granted time off for duty. Wages shall be paid in accordance with State and Federal law.

Section 7.7 - Maternity Leave

A. A pregnant employee may be granted maternity leave without pay up to six (6) months.

B. During such maternity leave, an employee may use up to eight (8) weeks sick leave if accumulated.

C. A doctor's statement as to the fitness of the employee for the performance of her duties may be required at any time before her leave commences, and may be required prior to her return to duty.

D. Employees having less than one (1) year of continuous employment shall not receive fringe benefits during such leave but shall continue to accumulate seniority for bumping and bidding purposes only.
ARTICLE VIII
GRIEVANCE PROCEDURE AND FINAL RESOLUTION OF DISPUTES

Section 8.1 - Grievance Procedure

Either party shall have the right to file a grievance and to be heard on the grievance. A grievance shall be defined as any alleged act of misapplication or violation of any clause relevant to this Agreement. The steps in the grievance procedure, unless otherwise mutually agreed upon, shall be:

First Step: In the event a grievance arises in a Department or Division, it shall be taken up within forty-eight (48) hours. Said grievance shall be taken up with the immediate Supervisor and the Steward, with or without the aggrieved employee, at mutually convenient times. The Supervisor shall give his verbal answer within three (3) working days.

If the grievance is not settled, it shall be reduced to writing, signed by the aggrieved employee, and submitted to his immediate Supervisor, who shall reply in writing within three (3) working days after receipt.

Second Step: Within twelve (12) working days after receiving the immediate supervisors written reply, the grievance shall be discussed between the Steward and a representative of the Local Union and a representative of the Employer, with or without the aggrieved employee. The Employer shall reply in writing within twelve (12) working days of having participated in the Second Step meeting with the Union.

Section 8.2 - Time Limit to File Grievance

All grievances must be filed in writing within fourteen (14) calendar days of knowledge of the alleged occurrence. Grievances not so filed shall be considered waived and not entitled to consideration.

Either party who violates the time requirements as defined in the grievance procedure shall be deemed to have abandoned their position and the grievance shall be settled in favor of the opposite party.
Section 8.3 - Discussions with the Union

Employees acting as representatives of the Union (not to exceed two (2) members) may attend discussions with the Employer during their regular hours without loss of pay, but no employee not scheduled to work during the hours of discussion shall be paid by the Employer for the time devoted to such discussions, and no employee shall be paid by the Employer for time lost while acting on behalf of the Union during final resolution of disputes as provided in Section 8.4.

Section 8.4 - Final Resolutions of Disputes

If no settlement is reached in the Second Step, the matter shall then be appealed to an Impartial Arbitrator to be chosen by mutual agreement of the parties hereto.

If the parties fail to agree upon an Arbitrator within a period of fifteen (15) working days, either party may request a panel of Arbitrators from the American Arbitration Association under its rules and regulations. The Employer and the Union shall each pay half of the fees and expenses of the Arbitrator. The cost of stenographic record, if any, shall be paid by the Employer or the Union, whichever orders the same. The decision of the Arbitrator shall be final and binding on both parties, and the Arbitrator shall not have the power to alter, amend or change any terms of this Agreement.

Section 8.5 - International Representative

The International Representative may be present during the Grievance Procedure to assist the Local Union only.

Section 8.6 - Contract Disciplinary Procedure

The only procedure for taking disciplinary action or measures against any employee covered by this agreement shall be as set forth in Article XII Section 12.9 and Article VIII under the grievance procedure of this contract and shall apply in lieu of Section 75 and 76 of the Civil Service Law.
ARTICLE IX
HOLIDAY AND HOLIDAY PAY

Section 9.1 - Holidays

The following guaranteed Holidays are legal Holidays for employees of the Board of Public Utilities:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 9.1a - Washington's Birthday will be observed by all employees on the third (3rd) Monday in February.

Section 9.2 - Work on Holidays

Employees on hourly rates will be credited with the time they would normally work if the day was not observed as a Holiday. Those employees who are required to work on a day observed as a Holiday will be credited with the normal number of work hours plus the time they actually work. For Shift Workers, the day observed as the Holiday will be the day on which the Holiday falls.
Section 9.3 - Holiday Observance

1. If a Holiday falls on a Sunday, it shall be observed as a Holiday on the following Monday. Employees will have that Monday off with pay. If a Holiday falls on a Saturday, it shall be observed on the preceding Friday. Employees will have that Friday off with pay.

   This shall be changed only by mutual agreement of the Union Committee and the Employer. For Shift employees, the day of the Holiday shall be the one used for determining Holiday pay. Employees on hourly rates who are required to work on a day observed as a Holiday will be paid on an overtime basis for hours actually worked in addition to the Holiday Pay. When a day observed as a Holiday falls on a day other than a regular work day, the hours for the Holiday will not be used in determining the hours for overtime compensation except as stated above when work is actually performed.

2. If written application for a leave without pay is made at least forty-eight (48) hours before the Holiday and the application is approved by the Employer, the employee will be eligible for Holiday pay.

3. Temporary or seasonal employees are not entitled to Holidays.

4. Holiday pay for all employees will be based upon their straight-time hourly rate.

5. While wishing to recognize Martin Luther King Day, the Employer and Union recognize the inherent difficulty of closing a utility and disrupting service to our customers. Therefore, to permit employees to attend the various functions held on this day, an extra personal leave day will be granted to employees. This makes a total of four (4) personal days. It is understood that if the utility elects to add Martin Luther King Day to the list of recognized holidays, that such extra day of personal leave would then be exchanged for the holiday.
ARTICLE X

VACATIONS AND VACATION ALLOWANCE

Section 10.1 - Assignment of Vacation Periods

Applications for vacation shall be submitted on or before April 1st of each year. Employees having two weeks' vacation shall take at least one week of vacation time in a full week; those having three weeks' vacation shall take at least two weeks of vacation time in full weeks; those having four weeks' vacation shall take at least three weeks of vacation time in full weeks; and those having five weeks' vacation shall take at least four weeks of vacation time in full weeks. In the granting of vacation periods, preference shall be given to the length of employee's service. After receipt of applications, each Supervisor shall prepare a vacation schedule for his particular group. However, with written permission of the Employer, an employee may take vacation time off of not less than four (4) hours and providing there is at least twenty-four (24) hours advance notice to the Employer, except in cases of emergency, and there is no additional cost to the Employer. (It is understood that supervision may be used to perform the job when the Employer considers it necessary to accommodate such short vacation leaves of four (4) hours or less.) Supervisors shall be responsible for reviewing applications and shall approve only those periods that do not hamper the normal operations of the system.

Within the Generation and Production Departments of the Electric Division and the Production Department of the Water Division, all vacancies created by vacation shall, when possible, be filled by relief operators and/or by upgrade. Any employee, because of extenuating circumstances or conditions may, upon written notification to the Employer and the Union, decline to be moved to new position.

In times of emergencies, as defined in this Agreement, all or part of vacation schedules may be canceled and new schedules arranged following the end of the emergency.
Section 10.2 - Determination of Vacation Periods

(A) Vacation with pay at the employee's regular straight time rate will be allowed employees covered by the terms of this Agreement as follows:

Employees who have completed one (1) year but less than two (2) years continuous employment prior to December 15 of any year shall be allowed one (1) week of vacation with full pay.

Employees who have completed two (2) years continuous employment prior to December 15 of any year shall be allowed two (2) weeks of vacation with full pay.

Employees who have completed eight (8) years continuous employment shall be allowed three (3) weeks of vacation with full pay during the year in which their eighth (8th) anniversary occurs.

Employees who have completed fifteen (15) years of continuous employment shall be allowed four (4) weeks vacation with full pay during the year in which their fifteenth (15th) anniversary occurs.

Employees who have completed twenty-three (23) years of continuous employment shall be allowed five (5) weeks vacation with full pay during the year in which their twenty-third (23rd) anniversary occurs.

Employees who have completed thirty (30) years of continuous employment shall be allowed six (6) weeks vacation with full pay during the year in which their thirtieth (30th) anniversary occurs.

(B) Employees on layoff, retired, quit, discharged, shall receive vacation pay on the basis of one-twelfth (1/12th) of an employee's annual vacation entitlement for each month worked during the vacation year (from date of hire).

(C) Temporary or seasonal employees are not entitled to vacation allowance.
Section 10.3 - Vacation Time Not Cumulative

Vacation time is granted to employees so that they may have a rest or recreation period during each year. For this reason, vacation time authorized by the Board (Employer) Resolution is not cumulative. The time granted shall be used during the year granted and cannot be carried over into the following year.

An exception to the above is when an employee, with written approval of the Employer, may carry over earned vacation time from one year to the next so that he may take time off in one (1) year not to exceed six (6) weeks in that one year period.

Section 10.4 - Vacation Wages

Any employee who quits or is discharged prior to earning vacation credits taken, shall have such unearned vacation deducted from any wages or money due him at the time of quit or discharge.

An employee who is continuously upgraded for a period of five (5) continuous months and during such period, qualifies and takes vacation, the employee shall receive the upgraded rate of vacation pay.
ARTICLE XI
WAGE RATE AND JOB TITLES

Section 11.1

Effective April 1, 2001, all wages shall be increased by 2.25%.
Effective April 1, 2002, all wages shall be increased by 2.25%.
Effective April 1, 2003, all wages shall be increased by 2.25%.
Effective April 1, 2004, all wages shall be increased by 2.25%.

Section 11.2 - Job Titles

Job titles and classifications have been agreed upon and are incorporated into the attached Exhibits.

Section 11.3 - (1) Temporary Assignment to Higher Position

During periods of two (2) hours or more of regular time or scheduled overtime when a lower position man acts temporarily in a higher position and works under normal supervision, he shall receive the rate per hour for the higher position.

Section 11.3 - (2) Air Hammer - Water

When an employee operates an air hammer, such employee shall receive no less than Skilled Laborer I rate of pay in accordance with the requirements of Article XI Section 11.3 (1). It is understood, however, that all employees in the Maintenance and Construction Department who are considered regular employees of such department shall be required to operate the air hammer as a part of their job.
Section 11.4 - Differential for Night Work

A pay differential of seventy-two cents (.72) per hour in addition to regular rate shall be paid to employees assigned to Shift No. 1 (regular daily work periods starting between 11:00 P.M. and 2:00 A.M. inclusive), and a pay differential of seventy-two cents (.72) to employees assigned to Shift No. 3 (regular daily work periods starting between 3:00 P.M. and 6:00 P.M. inclusive).

Effective April 1, 1998 (first year of contract) shift differential shall be eighty-four cents (.84) per hour.

Effective April 1, 1999 (second year of contract) shift differential shall be eighty-seven cents (.87) per hour.

Effective April 1, 2000 (third year of contract) shift differential shall be ninety cents (.90) per hour.

Section 11.5 = Labor Pool

Labor Pool employees shall be permitted to drive the large dump truck (the 10 wheeler formerly used to haul flyash) and the cement truck. When driving either of those vehicles, a Labor Pool employee will enjoy an upgrade to the Laborer rate of pay in the Water Department.
ARTICLE XII

GENERAL

Section 12.1 - Supervisors

Supervisory employees shall not as a regular practice perform work of the type normally performed by the employees they supervise, except for work necessary for the purpose of tryout, experimental, instructions and emergencies. Emergency is defined in Section 12.8. The Employer agrees to make a good faith effort to obtain a replacement and within a reasonable period of time.

Section 12.2 - Bulletin Board

Bulletin Boards shall be provided by the Employer for the use of the Union for the posting of notices regarding Union business.

Section 12.3 - Re-Employment Rights

Employees in the Armed Forces of the United States shall be entitled to re-employment rights as provided by Federal Law.

Section 12.4 - Disabled

If any employee is disabled in the course of his employment and is, thereby, unable to perform his regular work, the Employer will attempt to provide other work that he is capable of performing if it can be reasonably arranged. Such work could be outside the employee's regular department. An employee temporarily assigned or placed under this provision shall waive his right to upgrading if placed in a classification higher than his own regular classification.

If an employee is on sick leave as a result of an injury or illness, the Employer may assign such employee to work in the Employer's operations which a doctor authorizes the employee to perform.
Section 12.5 - Jury Duty

In the event a regular employee, as defined herein, is called for jury duty in the Courts of New York State or of the United States of America, the Employer will pay jury duty pay to such regular employee for ten (10) days in any one calendar year for such actual jury duty. Any jury duty after the ten (10) days in any one calendar year shall be charged against the employee's accumulated sick leave. Jury duty pay, or sick leave pay, used while performing jury duty shall be limited to eight (8) hours at the straight time rate per regular scheduled work day. The employee must return to his scheduled work when not required to be on jury duty.

Shift workers who are working the night shift (11-7) will not be required to report to work until eight (8) hours from time of release from such duty. The employee must notify his supervisor when released so the necessary arrangements can be made. If the eight (8) hour period extends into the employee's regular scheduled shift for four (4) or more hours, the employee shall be excused from duty for that regular shift without loss of pay computed at his regular straight time pay rate.

The employee shall notify the Employer of call for jury duty as soon as he has been notified of such jury duty to enable the Employer to obtain a replacement.

Section 12.6 - Access to Premises

Union representatives will be permitted access to the premises of the Employer upon showing proper identification and providing there is observance of plant rules. The Union agrees to assist the Employer in preventing unauthorized persons on Employer's premises.
Section 12.7 - Illegal Provisions

In the event that any provision is determined to be illegal under any federal, state or local laws, the remainder of this Agreement shall continue in effect and the parties agree to negotiate a new provision to comply with such applicable law.

If any provisions of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such finding as to such provision shall not affect the remainder of this Agreement, and all other terms and provisions hereof shall continue in full force and effect as set forth herein. Upon any such judicial determination, the Employer and the Union will promptly negotiate and endeavor to reach agreement upon a suitable substitute for the provision so found to be invalid.

Section 12.8 - Definition of Emergency

For purposes of this Agreement, it is understood that emergency shall mean any emergency caused by fire, flood, storm, Act of Government, or other cause beyond the control of the Employer, such as illness or death of an employee, or quitting employment without notice.

Section 12.9 - Work Rules

Existing rules will continue and any changes or additions to such work rules will be discussed with the Union. It is understood that such work rules shall not be in conflict with the provisions of this Agreement.

Where discipline is administered or a reprimand of an employee is ordered, an immediate joint investigation shall be made by an investigating committee which shall include at least one (1) representative of the Union. If the report of this committee is deemed to be unfair to the employee, the matter may be taken up as a grievance as provided in Article VIII, Section 8.1, second step of the Agreement.

Before any penalty is imposed for any violation for any reason, the Local Union Business Manager or his designated representative shall be notified. The Employer reserves the right to impose a two-day suspension upon any employee without pay as a penalty for cause deemed sufficient. Before imposing a more extreme penalty, the case will be discussed with the Local Union Business Manager or his designated representative within the two-day period.
Section 12.10 - Death in Family

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

Father, Mother, Husband, Wife, Brother, Sister, Son, Daughter, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandchildren, Grandparents (and Grandparents related by blood or marriage).

The employee must submit acceptable proof of death to the Employer to qualify for this benefit.

Legal separation in excess of one (1) year, or divorce from spouse, relieves the Employer of death in the family fringe payment, as it relates to the former spouse, or in-laws.

Section 12.11 - Weather

Except in emergencies, the Employer shall not require employees covered by this Agreement to work outdoors during inclement weather. They shall remain available and may be assigned to such other related work, including housekeeping as the Employer may direct. The Employer will determine whether or not crews will initially start out.

It is understood that the above provisions are not applicable to employees in the Meter Departments of the Employer, and to employees where work is necessary for continued operations, such as coal loaders, Waste Water Maintenance Workers, etc.

However, should extreme inclement weather conditions occur, consideration may be given to employees referred to in this paragraph.
Section 12.12 - Fifteen Hour Clause

An employee who has worked fifteen (15) hours or more in any twenty-four (24) hour period, without having a rest period of at least eight (8) hours during that period, shall upon release have a rest period of at least eight (8) hours from the time of his release before returning to work. If such rest period extends into the employee's regularly scheduled hours for four (4) hours, he shall be excused from duty from his regular scheduled hours without loss of pay at straight time, provided that if such rest period extends into his next regularly scheduled hours for less than four (4) hours he shall be excused from duty for that portion of his scheduled hours which is covered by the rest period without loss of pay at straight time rate.

For clarification of this clause, it is understood that when the employee has worked fifteen (15) hours, he shall be paid double time or released from duty for an eight (8) hour rest period.

Section 12.13 - Time Change

Daylight Savings Time change - Forty (40) hours pay when time goes from Standard to Daylight Savings Time.

Section 12.14 - Meals

Meals shall be paid for and eaten on paid time not to exceed one-half (1/2) hour during scheduled and emergency (overtime that cannot be arranged twenty-four (24) hours in advance) overtime when such overtime:

1. Continues beyond regular working hours.
2. Starts at least two hours before regular working hours.
3. Is for a period of five hours or more and extends beyond a regular meal time (12 Midnight, 6 A.M., 12 Noon, 6 P.M.).

If scheduled time goes through two (2) or more meal periods on scheduled overtime, then the first meal is not paid for while the second meal and any subsequent meals are paid for. One-half (1/2) hour at premium time shall be paid to eat the meal.

If extenuating circumstances arise due to the work being performed, the Employer (Supervisor on Job) and the Union (Steward on Job) will discuss and agree to an earlier or later eating time.

Shift employees who are scheduled to work twelve (12) or more hours shall receive payment for the second meal of the shift and any subsequent meal periods worked through but shall not receive one-half (1/2) hour outside of working hours to eat the meal.
Section 12.14 - Meals (Cont.)

If scheduled overtime is for a number of hours which would not bring the employees up to a regular meal period, but it becomes necessary to have the employees work longer than originally scheduled and through a regular meal period, then the B.P.U. will pay for the meal and the one-half (1/2) hour to eat the meal. If in the above situation, it is necessary to work through the meal period to finish a job, then the meal will be paid for the one-half (1/2) hour added to the end of the hours actually worked.

In any emergency (as defined by Section 12.8) meal times of the employees involved may be staggered.

The Employer will pay for meals in accordance with the following schedule relative to meal time:

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<tr>
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<th>April 1.</th>
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<th>April 1.</th>
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<tbody>
<tr>
<td>12:00 midnight</td>
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<tr>
<td>6:00 A.M.</td>
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</tr>
<tr>
<td>12:00 noon</td>
<td>6.00</td>
<td>6.00</td>
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<tr>
<td>6:00 P.M.</td>
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</table>

After an employee has earned and taken a meal, all subsequent meals earned may be charged to the employer during that overtime period.

When the meal is taken at the end of the work, the employee shall return all BPU equipment, check out and will be paid one-half hour at applicable rate.

Section 12.15 - Outer Footwear

The Employer will agree to furnish the necessary protective rubber footwear to employees who in the performance of their work require such footwear.
Section 12.16 - Equipment, Tools and Clothing

A. The Employer agrees to furnish equipment to employees. However, in addition, the Employer agrees to furnish reinforced gloves to employees working on outside positions which require special gloves because of the special nature of their work, such as ditch work, etc.

B. The Employer will supply replacement of tools for existing employees providing the tools are determined by the Employer to be unusable or unsafe. Also, tools broken in the performance of B.P.U. duties will be replaced, provided the replacement was not necessary as a result of being lost or by employee abuse, in which cases the employee must pay for the cost. However, tools to be replaced must be turned in to Supervision before new tools will be issued. With regard to employees entering a new classification in which the Employer requires specialized tools, the Employer will provide such tools on the same conditions stated above covering replacement of tools. The Employer agrees to replace tools due to reasonable loss.

C. The Employer agrees to furnish all employees with hard hats and certain employees as determined by the B.P.U. with safety goggles. The Employer also agrees to supply safety glasses, tinted or untinted, prescription and nonprescription with glass cases, for employees requiring such protection in the normal course of their work.

D. The Employer will supply all employees in the Electric and Water Meter Departments raincoats. This is in addition to employees presently receiving such clothing from the Employer. Such clothing will be replaced provided replacement was not necessary as a result of being lost or by employee abuse in which cases the employee must pay for the cost. Furthermore, clothing to be replaced must be turned in to Supervision before new articles are issued.

E. A reasonable supply of coveralls will be made available in the Generating Station where working conditions would endanger the regular clothing of the employees. Also, the B.P.U. will have available two (2) pairs of coveralls for use by those employees responsible for maintenance of backhoes.

F. With regard to this entire Section, the Union agrees to assist the Employer in avoiding damage and abuse to all equipment, tools and clothing furnished. In this regard, any equipment, tools and clothing furnished will only be used on the job and in order to be replaced must be checked and turned in to Supervision before a replacement is issued. Any furnished equipment, tools and clothing lost by the employee must be replaced by him.
Section 12.17 - Insurance

The Board of Public Utilities reserves the right to select insurance carriers and guarantees to provide equivalent group insurance benefits on an overall basis as is now in effect with the Board of Public Utilities and set forth in the Board of Public Utilities' insurance booklet (as revised April 1998) describing the following plans.

Medical Benefits Plan
Dental Benefits Plan
Vision Benefits Plan
Prescription Benefits Plan

Employee contributions to the costs of the insurance coverage shall be on a monthly basis as follows:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Effective April 1, 1997</th>
<th>Effective April 1, 1998</th>
<th>Effective April 1, 1999</th>
<th>Effective April 1, 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$25.00</td>
<td>$27.50</td>
<td>$30.00</td>
<td>$32.50</td>
</tr>
<tr>
<td>Family</td>
<td>$45.00</td>
<td>$50.00</td>
<td>$55.00</td>
<td>$60.00</td>
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</tbody>
</table>

The spouse and/or dependents (limited to those who enjoyed health care coverage on the day before the decease of the employee in question) of a BPU employee who dies while still employed shall be entitled to retain health care coverage under the current group plan available to active BPU employees until such time as alternative (but not necessarily equivalent) coverage becomes available. Should the spouse or dependents continue on the BPU Health Care Plan until they become eligible for Medicare, the individual on Medicare would have the option of purchasing secondary coverage (Senior Care) at current rates. Said spouse and/or dependents shall be responsible for payment in full of the current health care coverage premium.

For employees covered under this contract, it is understood that the age of 65 quoted in 1(b), 1(d), and 1(f) of the agreement between the Board of Public Utilities, Local Union # 1124 of the IBEW, and the Retired Employees of the BPU, Inc. (which is an addendum to the current contract) is quoted and understood as the age of Medicare entitlement. Should the Federal government change the age of Medicare entitlement, i.e. for persons born after a certain date, then for affected persons, 65 as noted above in the agreement shall be read as the standard date/age of Medicare entitlement or until the age at which they become eligible for Medicare whichever comes first.
Section 12.18 - Retirement

"The Employer agrees to continue to provide New York State Retirement System, Retirement Plan 75G including option 41J."

"All employees shall notify the Employer when the Employee files for retirement by giving a copy of such retirement request to the Employer."

Section 12.19 - Time Clocks

Every effort shall be made to install time clocks prior to December 31, 1987.

The Employer will meet and discuss reasonable work rules as they relate to time clocks prior to their installation.

Section 12.20 - Proper Relief

Each shift employee will report to his post of duty dressed for work and capable for work not later than the starting time of his shift. No shift employee shall leave his post at the end of his shift until properly relieved.

Section 12.21 - Other Benefits and Work Rules

The Employer agrees that existing practices and benefits will remain unless mutually agreed to change.

Section 12.22 - Wage Increases and Adjustments

Wages will be increased during the term of the Contract as mutually agreed between the Employer and the Union.

Section 12.23 - Disability Retirement Health Benefits

The basic health insurance coverage, as presently provided to retired employees, shall be extended to those employees who retire under the New York State Disability benefits programs.
Employees retiring under the "Accidental" program shall have a minimum of 25% of the basic health insurance coverage paid by the Employer regardless of age, or service time. Effective April 1, 1989 employees retiring under the "Accidental" program shall have a minimum of 50% of the basic health insurance coverage paid by the Employer regardless of age, or service time.

**Section 12.24 - Red Cross Training**

"The Employer agrees to provide training for all employees in the area of CPR and basic first aid. The Employer agrees to pay for the cost of the Red Cross course for such training."

**Section 12.25 - Safety**

The Employer agrees to meet with and discuss at mutually convenient times safety procedures with representatives of the Union (consisting of not more than two employees).

1. The Employer agrees to provide a place of employment which shall be safe for the employees therein and shall adopt and use methods and processes adequate to render such places of employment safe; and shall do every other thing required to comply with applicable Federal and State Laws to protect the life, health and safety of such employees. The term "safe" or "safety" as applied to any employment or place of employment, shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health and safety of employees or the public to comply with applicable Federal and State Laws.

2. The Employer agrees that all machinery, equipment and facilities furnished shall meet with all required legal standards of safety and sanitation.

3. The Employer and the Union agree that mutually adopted "Safe Work Procedures" shall be adhered to and that no change in such rules shall be made without mutual consent.

4. Accident records shall be kept and maintained by the Employer and shall be made available at reasonable times, on request, to the Health and Safety Committee. Injury frequency and severity rates shall be posted by the Employer at least semi-annually or at such other mutually agreed upon times. An annual report of injury frequency and severity rates shall be furnished to the local Union.

5. The Employer agrees to participate in a Joint Labor Management Health and Safety Committee. The Committee shall be composed of two representatives of Management and two representatives of Union. The Union representatives shall be appointed by the local Union. Representatives of the Committee shall:
Section 12.25 - Safety (Cont.)

(a) Meet once a month and at such other times as mutually agreed upon.

(b) Make periodic inspection of the property at such times as mutually agreed upon.

(c) Make recommendations for the correction of unsafe conditions, and the elimination of unsafe work practices.

(d) Investigate serious accidents and those which could possibly have had serious consequence, such as electrical contact cases.

(e) Review and analyze all reports of injury and illness relating to safety, investigate causes of same, and recommend rules and procedures for the prevention of accidents and diseases, and for the promotion of the health and safety of employees.

(f) With approval of Business Manager and Union Chairman, negotiate and adjust all disputes subject to grievance and arbitration procedure arising under the health and safety clauses of this Contract. (See no. 6 below.)

(g) Promote health and safety education.

6. The Health and Safety Committee shall be considered an adjunct of, and subordinate to, the regular grievance procedure herein set forth. All disputes and disagreements arising under the health and safety clauses of this Contract, if not disposed of by the Health and Safety Committee, shall proceed to the final bargaining step prior to arbitration and if not disposed of, shall proceed to arbitration as provided by this Contract.

7. The Employer agrees to inform the Health and Safety Committee upon request of the names and nature of substances used in the Employer's operations, exposure to which may be unsafe.

8. The Employer shall establish regular and emergency procedures with local hospitals in order to provide competent medical service and adequate facilities for the proper diagnosis and treatment of injuries. The existing practice with respect to employees being permitted medical aid or treatment on Employer's time shall be continued.

9. Where employee considers work on his job unsafe, he shall contact his immediate Supervisor in an effort to resolve the issue. In the event that the issue is not resolved, a Union representative of the Joint Safety Committee shall be contacted in a further effort to resolve the issue. Upon instruction from the employee's immediate Supervisor or in the event Union representative of the Joint Safety Committee and/or the immediate Supervisor is not available, the employee shall continue working on that portion of his job which is considered to be safe until such time as the unsafe part of his job is disposed of or resolved.

(The final resolution of whether a portion or portions of an employee's job is unsafe shall be determined by arbitration as provided in the Contract.)
10. The Union agrees to participate on the Committee and to endeavor to have its members observe all safety rules and use all protective equipment and safeguards provided.

Section 12.26 - Hot Line Tool Work

Any work on energized lines of voltage exceeding five thousand (5,000) volts shall be considered "hot line tool work."

Our journeyman lineman will perform hot stick work.

It is understood that this work will be done after suitable training, mutually agreed by both parties.

Section 12.27 - New Section 204-A to Civil Service Law

1. "204-A. Agreements between public employers and employee organizations. Any written agreements between a public employer and employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

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

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section."
Section 12.28 - Longevity Payments

All regular employees employed permanently and continuously by the Employer who have reached their anniversary date prior to December 31 of that year, shall be paid longevity pay in the first pay period of December as set forth in the schedule below:

Longevity Schedule Effective April 1, 1991:
- $215.00 after five (5) years continuous service
- $315.00 after ten (10) years continuous service
- $415.00 after fifteen (15) years continuous service
- $515.00 after twenty (20) years continuous service

Longevity Schedule Effective April 1, 1998:
- $250.00 after five (5) years continuous service
- $350.00 after ten (10) years continuous service
- $450.00 after fifteen (15) years continuous service
- $550.00 after twenty (20) years continuous service

Section 12.29 - Guarantee of Fringe Benefits

The Board of Public Utilities will provide the basic health care plan for a period of twenty-four (24) months after being placed on leave of absence without pay due to a prolonged continuing illness. Upon being placed on such leave of absence there shall be no payment, or accumulation of any Holiday, Sick Leave, Vacation, or Personal Leave.

Section 12.30 - Conflicting Regulations

Any specific or general provision of this Agreement notwithstanding, wherever a provision of this contract is determined to be in conflict with the Civil Service Law of the State of New York or with rules, regulations or procedures thereunder, the Civil Service Law, regulations, rules and procedures shall be controlling, subject to review by normal grievance or judicial process.
Section 12.31 - Physically Handicapped

It is understood that the Property Records Clerk in the Electric Meter Department is a job that will, when possible, be filled with a physically handicapped person.

When a vacancy exists, this job will be filled by our employees who have become physically handicapped either as a result of employment or through illness not job related (subject to employee's consent). If we have no such employee at the time of a vacancy, the Board of Public Utilities will then hire a physically handicapped person from outside the B.P.U., if such a suitable replacement is available.

It is clearly understood by both parties that this Property Records Clerk's job is excluded from our wage rates as set forth in the current labor agreement (all other contract provisions remain intact) and that a new rate of pay (cents per hour) for this job will be negotiated for each employee that fills this job.

It is also understood that at no time will this negotiated rate be greater that the Property Records Clerk A rate set forth in the labor contract and in the case of new employees, it will be the intent of both parties to establish an entry level rate based upon the duties of the job.
Section 12.32 - Cable Splicer

The following arrangement has been worked out and is agreed to and shall be in effect during the life of our current Labor Agreement:

1. Any cable splicing work related to insulated underground distribution cables, insulated conductors, equipment, or apparatus rated over six hundred (600) volts, or instruction or inspection related to cable splicing work, shall be paid at the applicable work rate.

2. Cable Crew - shall consist of one Cable Splicer and one helper - classification of Lineworker.
2. The helper is paid the Lineworker rate.

3. Training - The B.P.U. will conduct a training program to qualify all lineworkers in cable splicing.

4. In cases of emergency, the Employer can use any qualified cable splicer, provided a qualified lineworker cable splicer is not available.

5. Equipment - The B.P.U. will furnish coveralls (4 pair) and footwear (as specified in Section 12.15 of the Labor Agreement).

6. The B.P.U. will assign all cable splicing work, inspection, instruction, and training, and maintain a record of such assignments.

7. The splicing of de-energized and grounded solid dielectric cable shall be the work of a journeyman lineworker assisted by an apprentice lineworker in the advanced segment of apprenticeship training. When the manhole in which work is being performed contains other energized cable, two journeymen will be employed.

8. Job vacancies will be filled by seniority.
Section 12.33 - Vacation and Shift Workers

1. The Union recommends that its shift employees take their vacations in full shift periods.

2. The Union recommends that all of its employees take vacation of no less than eight-hour intervals (the four-hour minimum vacation period remains in effect as in present agreement).

3. The B.P.U. and Union agree that when shift operators request one or two day vacation periods (providing a seven-day notice is given to Department head and a five-day notice to relief operator) the Department head shall reschedule the relief operator in the week the vacation is to be taken, so that the relief operator will cover the vacation period (at straight time) other than premium time. For example: a relief operator covering the Saturday for a shift operator (vacation only) will take either Tuesday, Wednesday, or Thursday off during that week and work Saturday at straight time.

4. The Employer will make all reasonable effort not to recall a relief operator within the same 24-hour period once he has started his regular scheduled shift unless it is absolutely necessary and unless other relief operators are unavailable.

5. "Relief operators required to work less than 4 hours of their regularly scheduled shift and who are required to report back to work on another shift within the same work day or same 24-hour period shall receive 4 hours call-in pay plus premium time for all hours over 8 actually worked." Such overtime will be in accord with Section 3.2A - paragraph 1.

Section 12.34 - Lines of Progression

Each Department shall have Lines of Progression. This paragraph shall also apply to clerical workers. Lines of Progression shall be in accordance with attached exhibits.
Section 12.35 - Duties of Relief Operators

(A) The purpose of this Agreement is to:

1. Provide adequate training of employees, on present jobs as well as future jobs.
2. Provide better coverage for vacation and sickness.
3. Reduce overtime costs resulting from vacations and sick leave.
4. Provide a more productive work day for the relief operators when not assigned duties in operations.
5. Provide a trained work force to allow for upgrading when necessary because of vacation, sick leave and vacancies.
6. Provide a more prompt, efficient way to handle promotions.
7. Increase efficiencies of operations.

(B) The following are the duties of the relief operators as they relate to operations and related duties in the power plant.

1. Relief Crew Chief
   a. Will fill in relief days for crew chief on Fridays.
   b. Fill in for crew chief's vacation and sick leave.
   c. Will, when no other qualified relief people are available, fill in on SCADA or the job directly below crew chief in the line of progression.

2. Relief Scada Operator
   a. Will fill in relief day for Scada on Thursdays and Fridays.
   b. Will fill in for vacation and sick leave for Scada operators.
   c. Will be paid Scada Operator's rate.
   d. Will, when no other qualified relief people are available, fill in on turbine.

3. Relief Turbine Operators
   a. Will fill in relief days for turbine operators on Fridays.
   b. Will fill in for vacation and sick leave for turbine operators.
   c. Rate of pay to be that of turbine operator.
   d. When no other qualified relief people are available, will fill in for sick leave and vacation for steam boiler operators.
Section 12.35 - Duties of Relief Operators (Cont.)

4. Relief Steam Boiler Operator
   a. Will fill in relief days for Steam Boiler Operator on Fridays.
   b. Will fill in relief days for Assistant Steam Boiler Operator on Wednesdays.
   c. Will fill in for vacation and sick leave for Steam Boiler Operators and Assistant Steam Boiler Operators.
   d. Rate of pay to be that of Steam Boiler Operator.

5. Relief Assistant Steam Boiler Operator
   a. Will fill in relief days for Steam Boiler Operator on Fridays.
   b. Will fill in relief days for Assistant Steam Boiler Operator on Wednesdays.
   c. Will fill in for vacation and sick leave for Steam Boiler Operators and Assistant Steam Boiler Operators.
   d. Rate of pay to be that of Assistant Steam Boiler Operator.

(C) Relief Operator's responsibilities as they relate to free days.

1. Relief Crew Chief, when not assigned to a regular shift, will report to the Power Plant Supervisor.
   a. May conduct efficiency tests in conjunction with engineering department.
   b. Will supervise training of current and future employees.
   c. Help develop standardization of all plant operations.
   d. Special projects as assigned by power plant supervisor in power plant or related duties.
   e. Assist power plant supervisor in responsibilities of Warner Dam and lake control.

It is understood that the above duties will be in conjunction with the Shift Foremen who are our key shift people.

2. Relief Scada Operator - When not assigned a regular shift:
   a. Will help train Scada trainee.
   b. As long as Scada operations still in power plant, he may be required as directed, to report to the head power plant mechanic and/or head power plant electrician to assist in the performance of maintenance work. His primary responsibility, when performing this work, is to assist the mechanics and electricians.
   c. Shall be required to train on next higher level job. (If still in plant).

3. Relief Turbine Operators when not assigned a regular shift, also Relief Steam Boiler Operators.
Section 12.35 - Duties of Relief Operators (Cont.)

a. Shall be required to train for next higher level jobs and relieve comparable jobs on same and lower level for training. This training will provide other classifications to uprate to other jobs when necessary.

b. May be directed to report to head power plant mechanic, construction maintenance crew chief and/or head power plant electrician, to assist in maintenance, and other related duties to power plant.

The above duties (C1,2,3) are for relief people on free days and are not intended to be specific, but established as tentative guidelines as they relate to job levels and rates of pay and duties.

c. Assignment of relief operators to Second jobs. The relief operators may be assigned to the second job before being required to pay premium pay to cover such jobs. Definition of second job is set forth in the following examples:

1. Relief Crew Chief to work as SCADA Operator or next job in line of progression.
2. Relief SCADA Operator to work as Turbine Operator.
3. Relief Turbine Operator to work as Steam Boiler.
4. Relief Steam Boiler Operator to work as Assistant Steam Boiler Operator.

It was also agreed to place as much emphasis on training as possible.

During the term of the agreement, but no later than August 1, 1987 the Employer and the Union shall begin discussions to develop a mutually agreed upon procedure whereby the Steele Street Generating Station operators normal work schedules to include filling of vacancies, upgrading, and work assignments which will be patterned after those procedures in effect at the PENELEC generating stations as close as practical.

Section 12.36 - Water Mains Ten (10) Inch or Larger

The rate for laying cast iron or ductile iron pipe to be two (2) percent above the current rate. New construction of water mains only, or extension of present water main. This rate will apply to a three (3) man crew, consisting of a foreman, motor equipment operator, and laborer, plus anyone physically handling pipe or fittings of the same crew.

Section 12.37 - Overtime and Call-Out Procedure

The Employer agrees to establish an overtime availability procedure for each department which shall be mutually agreed upon between the Employer and the Union.
Section 12.38 - Meter Readers

Employees assigned to read meters or collect who operate their privately-owned vehicles for such duties shall receive a mileage allowance of one dollar and seventy cents ($1.70) per day.

The Employer agrees to provide a Employer car for readers who are readings route #121 "West Oak Hill"

Section 12.39 - Asbestos

The employer agrees to rotate employees assigned to asbestos projects over a period of time by utilizing a guideline of 250 hours.

Section 12.40 - Breaks

All employees shall be required to take their morning and afternoon breaks at the site where they are working except that during the months of December, January, and February, the employees may at their option, take their break at either the work site or an alternative site designated by the employer. Such alternative site shall be heated and have toilet facilities provided.

Section 12.41 - CDL

Upon the expiration of CDL's, the Employer agrees to pay employees who are required to obtain a CDL as a condition of employment for the difference in cost between a regular class 5 drivers license and the CDL. Employees shall be required to show proof of expiration and renewal of such CDL before payment is made.
ARTICLE XIII
ASSURANCE OF NO VIOLATIONS

Section 13.1 - Strikes, Slow-Downs, etc.

The Union agrees that there shall be no strikes, slow-downs or other interference with production during the term of this Agreement. The Employer agrees that there shall be no lock-outs during the term of this Agreement.

The Union has given the Employer a certification and affirmation that it does not assert the right to strike, in accordance with the provisions of the Public Employee’s Fair Employment Act.

Section 13.2 - Non-discrimination

The Employer and the Union agree to comply with applicable statutory provisions and government regulations and to continue their policies of non-discrimination because of race, color, creed, sex, age, religion or national origin.

Section 13.3 - Gender

Words used in this Agreement in the masculine gender shall include the feminine.
DURATION OF AGREEMENT

Section 14.1 - Duration

This Agreement shall be in force for approximately forty-eight (48) months, from April 1, 2001 to March 31, 2005 (11:59 P.M.) and shall thereafter continue in yearly periods unless notice of desiring changes, in writing, via registered mail, is given by either party to the other at least sixty (60) days before the expiration of this Agreement.

Section 14.2 - Proper Approval

This Agreement is subject to the approval of bargaining group members of the B.P.U. and the International President of the Union and the Board of the Employer.

IN WITNESS WHEREOF. the proper representatives of the parties hereto have hereunto set their hands and seals the day and year first above written.

LOCAL UNION NO. 459 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BOARD OF
PUBLIC UTILITIES

By:    Joseph Sanna
       Donald Hoak
       Alfred Rasmussen

By:    Matthew S. Dumas
       Walter Haase, P.E.
       Ward T. Near

APPROVED
INTERNATIONAL OFFICE - I. O. U. N.
APR - 6 2001
Edwin O. Hill, President
This approval does not make the International a party to this agreement.
ADDENDUM
AGREEMENT

It is understood that the Employer will select and assign electricians to work outside of the plant on a long term basis (at least six months at a time). Scheduled overtime will be performed by the group working in the area where such overtime is generated. Emergency overtime and call-outs in general will be offered first to members of the group working in the area where the work is needed and then to the other group if an adequate crew cannot be put together from the group working in the area.

The Employer will agree to create a lead, performance based upgrade of fifty cents an hour for an individual to direct the crew of Electricians which will be working outside of the generation station mainly in the distribution system.

Members of both groups will remain separate as assigned and will not be interchanged for the purpose of upgrade.

The group working in the distribution system will work the same hours as Line Department personnel.
AGREEMENT

RED CIRCLED RATES

It is agreed and understood by both the Employer and Union that certain positions were red circled during negotiations a number of years ago. At this time, only two individuals in two separate classification are receiving such rates. The classifications are Meter Reader and Laborer - Coal Loader/Lead. Red circled rates consist of the current contractual rate plus 8%. Therefore, as long as the two individuals in those positions who are currently enjoying the above defined red circled rates remain in such positions, they will continue to receive the red circled rates as defined above. Should either or both of these individuals bid to other jobs, be bumped out of their current positions, retire, leave employment, or leave those defined positions for any reason, the red circled rate will be abolished.

Union

[Signature]

3-24-98

Date

Employer

[Signature]

3-24-98

Date
AGREEMENT

The employer and union agree that when Water Department employees operate the cherry picker, they shall receive an upgraded pay rate. The upgrade rate shall be the current Motor Equipment Operator rate plus fifty cents. The employee must operate the cherry picker for two hours or more to receive the upgrade as specified in Section 11.3 of the current contract under Temporary Assignment to Higher Position. The agreement be in effect from the date it is signed (it shall not be retroactive).

Union

Ward Rhee

9/3/92

Date

Employer

[Signature]

9/3/92

Date
Memorandum of Agreement

Labor Pool

Between the B.P.U. and Local 1124 I.B.E.W.

With the increase in Environmental rules and regulations, the Board of Public Utilities and Local 1124, IBEW have agreed that a labor pool would be in both the B.P.U. and Union's best interest. Therefore, the parties desire to establish a labor pool with duties as described.

1. Primary duty responsibility of labor pool employees shall be the removal of and handling of asbestos materials. Possession of a valid New York State Asbestos Handler's Certificate is required at the time of appointment.

1a. The Employer will assume the total cost incurred by any regular employee who successfully bids a labor pool job requiring Asbestos Handler's Certification (not to include New York State Driver's license).

It is agreed the successful bidder must pass both the physical requirement and the course material requirement necessary in obtaining Certification.

2. Secondary duties shall be manual work of an unskilled nature and shall be restricted and limited to the following:

1. General clean-up of buildings and equipment.
2. Painting of buildings and equipment.
3. Unskilled building maintenance work.
4. Cut and install glass.
5. Pick up tools and supplies.
6. Flag traffic.
7. Mow grass.
9. Fill in for or assist the Storeroom Attendant.
10. Fill in for or assist the Tree Trimmer Helper.
11. Fill in for or assist the Cleaner.
12. May on a non-routine basis perform the duties of a Labor Miscellaneous in the Water Dept. to include the operation of a dump truck in that Department.
13. Operates a small dump truck.

3. Labor pool employees will enjoy System-wide seniority only and will not establish Division seniority until actually bidding into a defined Division.
4. Labor pool employees will not perform any overtime work until all other employees who regularly perform such overtime have been given the opportunity to work. (Asbestos Abatement projects are exempt).

5. Labor pool employees shall not be entitled to be upgraded while performing their normal duties.

6. Labor pool employees shall not be assigned work which would prevent other employees from receiving a normal upgrade.

7. Regular employees who become physically incapacitated and unable to perform their regular job assignment shall, if requested by such employee, be given consideration for assignment to the pool without the requirement of possessing either a Class 3 license or an Asbestos Handling Certificate.

This regular employee must, however, obtain a valid Asbestos Handler's Certificate ASAP. Any employee entering the labor pool under this paragraph shall begin at entry level as defined in wage schedule.

Any employee entering the pool as an incapacitated employee must be able to be productively employed.

8. Because of the nature of the work, labor pool employees shall be considered "Scheduled" workers.

Any change in schedule other than that created by emergency shall not occur with less than a 7 calendar day notice to the effected employee.

9. The wage rate for this "labor pool" shall be:

   1 - 3 months  $7.72
   4 - 6 months  8.10
   7 - 12 months 8.48
   After 12 months 8.86

10. The lead person in this "labor pool" group will receive 25¢ an hour in addition to his current rate.

This agreement shall be subject to review and discussion at the request of either party.

BOARD OF PUBLIC UTILITIES

LOCAL 1124 I.B.E.W.

Jim Beadle 7-30-91

Ward T. Year 7-30-91
AGREEMENT

This Agreement is made and entered into the 10 day of March, 1983, by and between

JAMESTOWN BOARD OF PUBLIC UTILITIES, Municipal Building, Jamestown, New York, hereinafter referred to as the "Employer")

and

LOCAL UNION No. 1124 of the International Brotherhood of Electrical Workers, (hereinafter referred to as "Union")

and

RETIRED EMPLOYEES OF THE BPU, INC. (hereinafter referred to as "Retired Employees of BPU")

WITNESSETH:

WHEREAS, the Union has undertaken to provide certain basic health insurance benefits for qualifying retired employees through the Retired Employees of the BPU, Inc. and the Union and its members have authorized the funding of said benefits through wage deductions; and

WHEREAS, the Union and the Retired Hourly Employees of the BPU, Inc. now want the Employer to assume the obligation of providing these benefits; and the Employer is willing to assume said obligation on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants and conditions hereinafter contained, it is agreed as follows:

1. Employer agrees to provide basic health insurance benefits for qualifying retired hourly employees, as hereinafter defined, upon
the following terms and conditions:

(a) The benefits shall be identical to the basic health benefits provided for active hourly employees except that they shall not include any major medical or dental benefits.

(b) The benefits will be provided for the Employee and/or his or her dependents until they reach the age of sixty-five (65) or until the age at which they become eligible for Medicare, whichever occurs sooner.

(c) In order to qualify for benefits the Employee must have reached the age of fifty-five (55) prior to retirement and have at least twenty-five (25) years service with the Employer on his retirement date. The Employer will make contributions towards basic health insurance benefits for Employees who are otherwise qualified, but have worked less than twenty-five (25) years in accordance with the following schedule:

<table>
<thead>
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<th>Years of Service</th>
<th>Contribution Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 years</td>
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<tr>
<td>15 years</td>
<td>50%</td>
</tr>
<tr>
<td>10 years</td>
<td>25%</td>
</tr>
</tbody>
</table>

The difference between the Employer's contribution and the cost of benefits must be paid by the retired employee.

(d) Retired Employees and/or their dependents who become eligible for Medicare disability prior to the mandatory Medicare age, shall notify the Employer immediately. In such case the Employer shall provide the Medicare supplemental coverage until age sixty-five (65) as provided for in the plan.

(e) In order to be eligible for benefits the Employee shall,
when required by the Employer, and at the Employees' own expense provide major medical coverage. Should the Retired Employee fail to provide this major medical coverage, then they shall forfeit all of their rights to the basic coverage as herein set forth.

(f) In the event that a retired hourly employee dies prior to age sixty-five (65), their dependent's benefits shall cease on the deceased retiree's sixty-fifth (65th) birthday.

(g) Employees whose employment is terminated for any reason, including but not limited to disability or death, prior to retirement do not qualify for any benefits under this Agreement.

2. In consideration of the Employers agreeing to assume the obligation of providing basic health insurance benefits as set forth herein the Union on behalf of and as authorized by its membership agrees that the wages of the employees in the bargaining unit covered by the Union contract shall be reduced by three cents (.03) per hour for the purpose of offsetting the anticipated cost to the Employer of providing the benefits herein set forth.

3. Retired Employees of the BPU, Inc. hereby assign and set over to the Employer all of its right, title and interest in and to the balance in the Trust Fund account at First National Division of Lincoln First Bank together with any additional sums received by it and agree that they will do all things necessary to effect the transfer of the balance in this account to the Employer.

4. In addition to the wage reduction of three cents (.03) per hour, the Union agrees that there shall be deducted from all employees' wages the amount of moneys necessary to reimburse the Retired Employee's of the BPU, Inc. Trust Fund for payments it should have made on
behalf of the Retired Employees for the period between the time deductions were stopped and prior to the time the Employer assumed responsibility for providing the benefits as herein set forth. Said amount shall be deducted from Employees' wages at the rate of $1.20 per week for thirty-seven (37) weeks.

5. Upon the signing of this Agreement, the Board of Directors of the Retired Employees of the Board of Public Utilities Trust Fund shall take the necessary action to dissolve the Trust Fund.

6. Except as herein specifically modified or changed the Agreement between the Employer and the Union dated April 1, 1981, is hereby in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement and duly affixed their seals the day and year herein first above written.

JAMESTOWN BOARD OF PUBLIC UTILITIES

By 

LOCAL UNION NO. 1124

By

RETIRED EMPLOYEES OF THE BPU, INC.

By
LABOR RATES
### Classification and Grades Together with Wage Rates

**Electric Division**

Effective 4/1/01

<table>
<thead>
<tr>
<th>Position</th>
<th>1st Yr.</th>
<th>2nd Yr.</th>
<th>3rd Yr.</th>
<th>4th Yr.</th>
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<td>Scada Operator</td>
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**Shift Differential**

$0.90
### CLASSIFICATION AND GRADES TOGETHER WITH WAGE RATES
#### WATER DIVISION

**Effective 4/1/01**

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<th>Position</th>
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<td>Skilled Laborer II 37-48 mo.</td>
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# CLASSIFICATION AND GRADES TOGETHER WITH WAGE RATES

## LABOR POOL

Effective 4/1/01

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<tr>
<th>Position</th>
<th>1 - 3 mo.</th>
<th>4 - 6 mo.</th>
<th>7 - 12 mo.</th>
<th>After 12 mo</th>
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# Classification and Grades Together with Wage Rates

**Effective** 4/1/01

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<th>Wage</th>
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## Classification and Grades Together with Wage Rates
### Electric Division

**Effective 4/1/02**

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### Classification and Grades Together with Wage Rates
#### Water Division

Effective 4/1/02

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<td>$22.80</td>
<td>$23.09</td>
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<td>Meter Reader</td>
<td>$19.34</td>
<td>$19.65</td>
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<tr>
<td>Property Records Clerk</td>
<td>$21.96</td>
<td>$22.41</td>
<td>$22.85</td>
<td>$23.28</td>
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<td>$25.44</td>
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<td>Water Maint. Crew Chief II</td>
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<td>Laborer 13 - 24 mo.</td>
<td>$16.58</td>
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<td>Laborer Misc. 7 - 12 mo.</td>
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<td>4 - 6 mo.</td>
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<td></td>
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### Classification and Grades Together with Wage Rates

**Labor Pool**

**Effective** 4/1/02

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<th>Position</th>
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<th>4 - 6 mo.</th>
<th>7 - 12 mo.</th>
<th>After 12 mo</th>
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<tbody>
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<td>$12.60</td>
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<td>$12.92</td>
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### CLASSIFICATION AND GRADES TOGETHER WITH WAGE RATES
#### ELECTRIC DIVISION

Effective 4/1/03

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<th>2nd Yr.</th>
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<th>4th Yr.</th>
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<td>Turbine Operator</td>
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<td>$20.09</td>
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<td>$22.45</td>
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<td>$23.36</td>
<td>$23.80</td>
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<td>Drafter</td>
<td>$22.45</td>
<td>$22.91</td>
<td>$23.36</td>
<td>$23.80</td>
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<td>Store Keeper</td>
<td>$23.38</td>
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<td>Store Room Attendant</td>
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<td>2nd Yr.</td>
<td>3rd Yr.</td>
<td>4th Yr.</td>
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<tr>
<td>--------------------------------</td>
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<tr>
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<tr>
<td>Meter Reader</td>
<td>$19.78</td>
<td>$20.09</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Records Clerk</td>
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<td>$24.74</td>
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<tr>
<td>Motor Equip. Operator</td>
<td>$22.97</td>
<td>$23.14</td>
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<td>Skilled Laborer I 49 mo.</td>
<td></td>
<td></td>
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<tr>
<td>Skilled Laborer II 37-48 mo.</td>
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<tr>
<td>Semi-Skilled Laborer 25-36 mo.</td>
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<td></td>
<td>$18.46</td>
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<tr>
<td>Laborer 13 - 24 mo.</td>
<td></td>
<td></td>
<td></td>
<td>$16.95</td>
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<tr>
<td>Laborer Misc. 7 - 12 mo.</td>
<td></td>
<td></td>
<td>$16.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4 - 6 mo.</td>
<td>$14.27</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 - 3 mo.</td>
<td>$12.48</td>
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CLASSIFICATION AND GRADES TOGETHER WITH WAGE RATES
OFFICE & CLERICAL
BOTH WATER & ELECTRIC DIVISIONS COSTS

Effective 4/1/03

<table>
<thead>
<tr>
<th>Position</th>
<th>1st Yr.</th>
<th>2nd Yr.</th>
<th>3rd Yr.</th>
<th>4th Yr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typist (Clerk, Keypunch)</td>
<td>$12.18</td>
<td>$12.44</td>
<td>$12.89</td>
<td>$13.15</td>
</tr>
<tr>
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<td>$13.56</td>
<td>$14.00</td>
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<td>$14.73</td>
<td>$15.25</td>
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<tr>
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<td>$16.00</td>
<td>$16.18</td>
<td>$16.80</td>
<td>$16.97</td>
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<tr>
<td>Computer Operator (Scheduled)</td>
<td>$16.00</td>
<td>$16.18</td>
<td>$16.80</td>
<td>$18.18</td>
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</table>
## Classification and Grades Together with Wage Rates

**Labor Pool**

Effective 4/1/03

<table>
<thead>
<tr>
<th>Position</th>
<th>1 - 3 mo.</th>
<th>4 - 6 mo.</th>
<th>7 - 12 mo.</th>
<th>After 12 mo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer - Asbestos Handler / Lead</td>
<td>$11.76</td>
<td>$12.33</td>
<td>$12.88</td>
<td>$13.46</td>
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<td>Laborer - Asbestos Handler</td>
<td>$11.51</td>
<td>$12.08</td>
<td>$12.63</td>
<td>$13.21</td>
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CLASSIFICATION AND GRADES TOGETHER WITH WAGE RATES

Effective 4/1/03

Position

<table>
<thead>
<tr>
<th>Class</th>
<th>Time</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Water Maintenance Worker (Scheduled)</td>
<td>1 - 6 mo.</td>
<td>$13.21 (training wage)</td>
</tr>
<tr>
<td></td>
<td>7 - 12 mo.</td>
<td>$13.91</td>
</tr>
<tr>
<td></td>
<td>12 - 18 mo.</td>
<td>$14.63</td>
</tr>
<tr>
<td></td>
<td>After 18 mo.</td>
<td>$15.59</td>
</tr>
<tr>
<td>Position</td>
<td>1st Yr.</td>
<td>2nd Yr.</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Power Plant Shift Crew Chief</td>
<td>$28.22</td>
<td>$29.19</td>
</tr>
<tr>
<td>Scada Operator</td>
<td>$27.18</td>
<td>$27.58</td>
</tr>
<tr>
<td>Turbine Operator</td>
<td>$26.53</td>
<td>$26.92</td>
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<tr>
<td>Steam Boiler Operator</td>
<td>$25.85</td>
<td>$26.20</td>
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<tr>
<td>Asst. Steam Boiler Operator</td>
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<td>$23.07</td>
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<tr>
<td>Power Plant Lab. Tech.</td>
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<tr>
<td>Senior Power System Elect.</td>
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<td>$29.19</td>
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<td>Power System Electrician</td>
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<td>$26.81</td>
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<td>Electrician's Helper</td>
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<td>Senior Power Plant Mech.</td>
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<td>$29.19</td>
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<tr>
<td>Power Plant Mechanic</td>
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<td>$26.81</td>
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<tr>
<td>Const. &amp; Maint. Welder</td>
<td>$26.41</td>
<td>$26.81</td>
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<tr>
<td>Mechanic's Helper</td>
<td>$22.45</td>
<td>$23.42</td>
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<tr>
<td>Laborer - Coal Loader/Lead</td>
<td>$20.29</td>
<td>$20.55</td>
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<tr>
<td>Laborer - Coal Loader</td>
<td>$19.09</td>
<td>$19.85</td>
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<tr>
<td>Cleaner - Laborer</td>
<td>$11.77</td>
<td>$13.51</td>
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<td>Laborer - Misc. Range</td>
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<td>$13.51</td>
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<td>Line Crew Chief I</td>
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<td>$30.13</td>
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<td>Line Crew Chief II</td>
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<td>Line Worker Cable Splicer</td>
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<td>Line Worker</td>
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<td>Apprentice Line Worker 4</td>
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<td>Apprentice Line Worker 3</td>
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<tr>
<td>Apprentice Line Worker 2</td>
<td>$20.77</td>
<td></td>
</tr>
<tr>
<td>Apprentice Line Worker 1</td>
<td>$18.63</td>
<td></td>
</tr>
<tr>
<td>Skilled Labor - Tree Trimmer</td>
<td>$21.21</td>
<td></td>
</tr>
<tr>
<td>Utility Person &amp; Helper -</td>
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<td></td>
</tr>
<tr>
<td>Tree Trimmer</td>
<td>$11.77</td>
<td>$13.51</td>
</tr>
<tr>
<td>Electric Meter Crew Chief</td>
<td>$27.61</td>
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<tr>
<td>Electric Meter Service Worker</td>
<td>$23.83</td>
<td>$24.14</td>
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<tr>
<td>Meter Reader</td>
<td>$20.23</td>
<td>$20.54</td>
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<tr>
<td>Property Records Clerk</td>
<td>$22.96</td>
<td>$23.43</td>
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<td>Drafter</td>
<td>$22.96</td>
<td>$23.43</td>
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<tr>
<td>Store Keeper</td>
<td>$23.91</td>
<td>$24.30</td>
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<td>Store Room Attendant</td>
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<td>$13.51</td>
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<td>Shift Differential</td>
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## Classification and Grades Together with Wage Rates

**WATER DIVISION**

Effective 4/1/04

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<thead>
<tr>
<th>Position</th>
<th>1st Yr.</th>
<th>2nd Yr.</th>
<th>3rd Yr.</th>
<th>4th Yr.</th>
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<tbody>
<tr>
<td>Water Meter Crew Chief</td>
<td>$26.60</td>
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<td>Water Meter Service Worker</td>
<td>$23.83</td>
<td>$24.14</td>
<td></td>
<td></td>
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<tr>
<td>Meter Reader</td>
<td>$20.23</td>
<td>$20.54</td>
<td></td>
<td></td>
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<tr>
<td>Property Records Clerk</td>
<td>$22.96</td>
<td>$23.43</td>
<td>$23.89</td>
<td>$24.34</td>
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<tr>
<td>Water Maint. Crew Chief I</td>
<td>$26.25</td>
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<tr>
<td>Water Maint. Crew Chief II</td>
<td>$24.99</td>
<td>$25.30</td>
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<tr>
<td>Motor Equip. Operator</td>
<td>$23.49</td>
<td>$23.66</td>
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<tr>
<td>Skilled Laborer - Welder</td>
<td>$22.70</td>
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<td>$21.89</td>
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<tr>
<td>Skilled Laborer II 37-48 mo.</td>
<td>$20.39</td>
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<tr>
<td>Semi-Skilled Laborer 25-36 mo.</td>
<td>$18.88</td>
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<tr>
<td>Laborer 13 - 24 mo.</td>
<td>$17.33</td>
<td></td>
<td></td>
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<tr>
<td>Laborer Misc. 7 - 12 mo.</td>
<td>$16.36</td>
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<td></td>
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<tr>
<td></td>
<td>4 - 6 mo.</td>
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<td>1 - 3 mo.</td>
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</tr>
<tr>
<td>Position</td>
<td>1st Yr.</td>
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<td>3rd Yr.</td>
<td>4th Yr.</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------</td>
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<tr>
<td>Typist (Clerk, Keypunch)</td>
<td>$12.45</td>
<td>$12.72</td>
<td>$13.18</td>
<td>$13.45</td>
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<td>$14.60</td>
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<td>$14.76</td>
<td>$15.06</td>
<td>$15.59</td>
<td>$15.83</td>
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<tr>
<td>Sr. Account Clerk Typist</td>
<td>$16.36</td>
<td>$16.54</td>
<td>$17.18</td>
<td>$17.35</td>
</tr>
<tr>
<td>Computer Operator (Scheduled)</td>
<td>$16.36</td>
<td>$16.54</td>
<td>$17.18</td>
<td>$18.59</td>
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</table>
# Classification and Grades Together with Wage Rates

**Labor Pool**

Effective: 4/1/04

---

<table>
<thead>
<tr>
<th>Position</th>
<th>1 - 3 mo.</th>
<th>4 - 6 mo.</th>
<th>7 - 12 mo.</th>
<th>After 12 mo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer - Asbestos Handler / Lead</td>
<td>$12.02</td>
<td>$12.60</td>
<td>$13.16</td>
<td>$13.76</td>
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<td>Laborer - Asbestos Handler</td>
<td>$11.77</td>
<td>$12.35</td>
<td>$12.91</td>
<td>$13.51</td>
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</tbody>
</table>
### CLASSIFICATION AND GRADES TOGETHER WITH WAGE RATES

**Effective** 4/1/04

<table>
<thead>
<tr>
<th>Position</th>
<th>1 - 6 mo.</th>
<th>7 - 12 mo.</th>
<th>12 - 18 mo.</th>
<th>After 18 mo.</th>
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</thead>
<tbody>
<tr>
<td>Waste Water Maintenance Worker (Scheduled)</td>
<td>$13.51</td>
<td>$14.22</td>
<td>$14.96</td>
<td>$15.94</td>
</tr>
</tbody>
</table>

*Note: $13.51 (training wage)*
LINES OF PROGRESSION
OUTSIDE & PLANT MAINT. DEPTS. - GENERATION OR OPERATING DEPT. - ELECTRIC MAINT. DEPT.

Senior Power Plant Mechanic
- Senior Power Plant Mechanic
  - Mechanic
  - Const. & Maint. Welder
- Senior Power System Elect.
  - Power Plant Mech. & Welder
  - Mech. Helper
- Senior Power Plant Shift Crew Chief
  - Scada Operator
  - Scada Relief Opr.
  - Scada Trainee*
  - Turbine Operator
  - Turbine Relief Opr.
  - Turbine Trainee*
  - Steam Boiler Opr.
  - Steam Boiler Opr Trainee*
  - Ass't Steam Boiler Operator

Coal Handler - Leader
  - Coal Handler
  - Truck Driver
  - Ash Person
  - Cleaner

* Trainee positions are to be bid positions.
Senior Power Plant Mechanic is used to represent Senior Power Plant or Construction and Maintenance Mechanic Crew Chief.
LINE DEPT.

Line Crew Chief I
  Line Crew Chief II
    Cable Splicer
    Line Worker
    Apprentice 4
    Apprentice 3
    Apprentice 2
    Apprentice 1

Skilled Laborer
  (Tree Trimmer) or
  Utility Person
    Laborer
  (Tree Trimmer Ass't) or
  Utility Helper

BPU and the Union agree the normal length of time spent in the Apprentice-Line Worker training program shall be as shown on the lines of progression the Line Dept. Progression from one step to the next is based on employee's performance and progress in the training program.
ELECTRIC METER DEPT.

Electric Meter Crew Chief

Electric Meter Service Worker

Meter Reader

Meter Readers in this department shall have bidding rights within the department and shall enjoy Company seniority for such purposes.
ENGINEERING DEPT.
Electric & Water

Store Keeper

Drafter

Property
Records Clerk

Laborer
(Store Room Attendant)
COMBINED ELECTRIC & WATER DIV.
OFFICE-CLERICAL DEPT.

Computer Operator

Senior Account Clerk/Typist
  
Account Clerk/Typist
  Account Clerk

Typist

Clerk
WATER DIVISION
WATER MAINTENANCE & CONSTRUCTION & METER DEPT.

Water Meter Crew Chief

| Water Meter Service Worker | Water Maint. Crew Chief II |

<table>
<thead>
<tr>
<th>Motor Equip. Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled Laborer - Welder</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Skilled Laborer I</th>
<th>49 mo.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled Laborer II</td>
<td>37-48 mo.</td>
</tr>
<tr>
<td>Semi-Skilled Laborer</td>
<td>25-36 mo.</td>
</tr>
<tr>
<td>Laborer</td>
<td>13-24 mo.</td>
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<tr>
<td>Laborer Misc.</td>
<td>1-12 mo.</td>
</tr>
<tr>
<td>Start or Laborer Misc.</td>
<td>Entry</td>
</tr>
</tbody>
</table>

Meter Readers in this department shall have bidding rights within the department and shall enjoy Company seniority as department seniority for such purposes.
Asbestos handlers in this department shall enjoy departmental and system wide seniority only. They have no division seniority.
WASTE WATER MAINTENANCE DEPARTMENT

Waste Water Maintenance Worker

Waste Water Maintenance workers in this department shall enjoy departmental and system wide seniority only. They have no division seniority. Bidding for this position will be on a system wide basis using system wide seniority.