

LABOR CONTRACT

July 1, 2016– June 30, 2018

**Manchester Water Works
281 Lincoln Street
Manchester, NH 03103**

and

**United Steelworkers AFL-CIO-CLC
on Behalf of its
Local 8938**

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PREAMBLE

The purpose of the following Agreement is to increase general efficiency in the Manchester Water Works, to maintain harmonious relationships between its employees and to promote the morale, welfare, rights, and well-being of all the employees of the Department. All Articles of this Agreement are to be construed so as to effectuate these purposes.

DEFINITIONS

“Department” or “Water Works” - Shall be defined as the Manchester Water Works

“Board” - Shall be defined as the Board of Water Commissioners.

“Administration” or “Management” - Shall refer to the Water Works Director and to other Management personnel empowered to act on behalf of the Board.

“Union” - Shall refer to the United Steelworkers AFL-CIO-CLC on behalf of its local 8938.

“Bargaining Unit” – Shall refer to those Water Works full-time employees who are members of the Union. See Article 1.2 for listing of positions included.

“Employee(s)” - As referred to in this Agreement shall be defined as a permanent full-time employee(s) who has completed the initial 6 months probation period and whose position is included in the bargaining unit.

“City” or “City of Manchester” - Shall refer to the City of Manchester’s municipal governing body.

“Division Head” – Shall refer to the Deputy Director, Supply for the Supply Division; Deputy Director, Distribution for the Distribution Division; and the Chief Financial Officer of the Finance and Administration Division.

ARTICLE 1

RECOGNITION

1.1 The Board of Water Commissioners and the City of Manchester, NH recognize the United Steelworkers, in behalf of its affiliated Local 8938, as the exclusive representative of the bargaining unit as defined below for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, other than those managerial policies included under RSA 273-A:1:XI as follows: The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to the functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel so as to continue public control of governmental functions.

1.2 Bargaining Unit to which this Agreement is applicable shall consist of all permanent, full-time Water Works Department employees who have completed an initial probation period in the following categories (pay grade): Accountant I (16), Accounting Specialist II (12), Accounting Technician (14), Conservationist (13), Customer Service Representative I (11), II (12), and III (13), Electrician II (17), Engineering Technician I (16) and II (18), Equipment Mechanic II (17), Equipment Operator IV (15) and V (16), Inventory Specialist (13), Laboratory Technician I (17) and II (19), Maintenance Mechanic (14), Meter Reader I (11) and II (12),

ARTICLE 1 – RECOGNITION (continued)

1.2 (continued)

Process Control Technician (19), Public Service Worker II (13) and III (14), Utility Inspector I (17), Water Meter Technician (14), Watershed Patrol Officer I (15) and II (17), WTP Operator I (15) and II (17), WTP Operator Trainee (14), Water Works Emergency Technician (16), Water Works Supervisor (17) and excluding all other employees of the Department.

1.3 Excluded from the Bargaining Unit and from representation by the exclusive representative are those employees in the following management classifications: Administrative Assistant II (13), Administrative Services Manager (16), Civil Engineer I (20) and II (21), Water Distribution Manager (21), Distribution Operations Superintendent (21), Engineering Technician III (19), Equipment Maintenance Superintendent I (20), Financial Analyst I (19), Information Support Specialist (19), Meter Operations Superintendent (19), Purchasing Agent (19), Utility Billing Supervisor (20), Utility Inspector II (19), Deputy Director, Water Distribution (25), Chief Financial Officer (25), Deputy Director, Water Supply (25), Watershed Forester (21), WTP Chief Operator (19) and Water Works Director (28).

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Except as specifically modified by this Agreement, the management of the Manchester Water Works in all its phases and details shall remain vested exclusively in the Board and Administration.

2.2 Nothing in this Agreement shall impair the right of any public agency or private individual or business, other than the Department, to contract for work or services of the nature ordinarily performed by the Department.

2.3 The Department recognizes the concern of the Union in regard to contracting or subcontracting work which results in a reduction of the work force. If the Department is planning to contract out work which is now being performed by bargaining unit employees, the Department will give as much advance notice to the Union of its intentions as reasonably possible. Furthermore, the Department will make every effort to absorb affected employees into other positions within the department for which they are qualified.

ARTICLE 3

RIGHTS AND DUTIES OF EMPLOYEES

- 3.1** The Board and Administration agree that there shall be no interference, restraint or coercion against any employee because of presenting a grievance, or against any employee who may represent others in the discharge of his duties as a member of any committee as outlined herein. The employee agrees to perform loyal and efficient work and service, and to use his/her best efforts to promote and advance the interests of the Department.
- 3.2** The Department agrees to allow the authorized representative of the International Union access to the departmental premises during working hours for the purpose of conferring with the local union representatives and/or the employer on pending disputes or grievances, provided such representative shall not interfere with the employees or cause them to neglect their work.

ARTICLE 4

NON-DISCRIMINATION

- 4.1** **Non-Discrimination by the City** – The City and the Department agree there shall be no interference with the right of employees to become or continue as members of the Union.
- 4.2** **Non-Discrimination by the Union** - The Union Officers and Members agree not to discriminate in any way against employees who are not members of the Union, or to bar employees from joining or remaining in the Union, except for non-payment of dues.
- 4.3** The City, the Department and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, mental handicap, age or physical handicap, except where age or physical condition are bona fide qualifications for employment.

ARTICLE 5

STRIKES AND LOCKOUTS PROHIBITED

- 5.1** Under no circumstances will an employee cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, picketing or patrolling of any kind, multiple resignations, withholding of services or any curtailment of work or restriction or interference with the operations of the Water Works. In the event of any such activity, neither the Board nor the Administration shall be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.
- 5.2** Should any employee or group of employees covered by this Agreement engage in any activity prohibited by 5.1 above, the Union shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including, but not limited to any and all disciplinary measures which may be taken.

ARTICLE 6

UNION SECURITY

6.1 Dues Deductions - The Department and the City agree to authorize the deduction of dues from each employee in the bargaining unit who has signed and submitted an authorization form, and the City shall forward such dues deductions once each month to the International Treasurer, United Steelworkers , P.O. Box 951667, Cleveland, OH 44193.

The amount of dues deductions will be included on the Employee's Authorization Form which contains the employee's signature. The monthly dues will be in accordance with the information transmitted by the International Secretary Treasurer.

Changes in the hourly rate and extended total amount of dues deductions for individual employees will be made not more often than twice each year, such changes to be made in the first pay period in March and September and such information shall be transmitted by the Union to the Chief Financial Officer, Manchester Water Works at least two weeks prior to the effective date on such form as required by the Department. If an employee has no check coming, or if the amount of the check is not large enough to satisfy the dues, then no deduction will be made from that employee.

ARTICLE 6 – UNION SECURITY (continued)

6.2 **Maintenance of Membership** - Each member of the Bargaining Unit who, on the effective date of this agreement is a member of the Union, and each employee who becomes a member of the Bargaining Unit and the Union after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may, at his/her discretion and in writing, withdraw from membership in the Union anytime within twenty (20) calendar days prior to the expiration date thereafter. The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the expiration date to so notify employees of their right to withdraw from membership in the Union.

The City shall notify the Union within five (5) working days of the cancellation of dues deductions by an employee who had previously signed an authorization for said deduction.

Effective January 1, 2008, members of the bargaining unit, hired after November 20, 2007, who are not members of the Union shall be required to pay agency fees, in lieu of union dues, to the Union. Any Employee who is a member of the Bargaining Unit and is not a member of the Union and who does not pay agency fees but wishes to have the Union represent him/her in a grievance, shall assume full financial responsibility as to

ARTICLE 6 – UNION SECURITY (continued)

6.2 Maintenance of Membership (continued)

the actual cost of processing the grievance. Collection of such fees shall be the sole responsibility of the Union.

6.3 Savings Clause - The Union shall indemnify and save the Department and the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City or the Department for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

ARTICLE 7

WAGES

- 7.1** On effective date of ratification (March 20, 2018) employees will receive a 1% cost of living adjustment (COLA) for both Fiscal Years ended June 30, 2017 and 2018 with no retroactivity of pay.
- 7.2** Employees will receive a step increase on their anniversary date of current position. This step increase will be subject to a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step 13 on the pay matrix.
- 7.3** Employee appeals on their annual performance evaluation will be according to the process mutually agreed to by the Union and the City. See Appendix A.
- 7.4** The longevity waiting periods for employees shall be 5-10-15-20-25-30-35-40 and 45 years of service. An increase of three-percent (3%) will take effect on the employee's anniversary date of employment. New employees with a starting date after date of ratification (March 20, 2018) will not receive a probationary six-month step (3%) increase.

ARTICLE 7 – WAGES (continued)

7.5 Employees being promoted from one grade to a higher grade shall be placed on the step which will provide for a minimum of a ten-percent (10%) increase in salary.

7.6 Employees who have attained the requirements for the achievement grade (A-Step) associated with their positions will be placed on the corresponding step on the achievement grade in accordance with the provisions Appendix B, attached and made part of this agreement.

7.7 When it becomes necessary to alter an employee's time card/slip and when the alteration will affect an employee's pay, the Department will make every effort to notify the employee at the time the alteration is made, provided, however, that this clause shall not be grievable.

ARTICLE 8
HOURS OF WORK

- 8.1** The usual work day for full-time employees shall be eight (8) hours of work. The Department may allow transition period to accommodate special concerns for employees who currently work a seven (7) hour day.
- 8.2** The usual work week shall consist of five consecutive days of work in a seven day period.
- 8.3** Exceptions to the above daily and weekly work schedules may be made for employees in the Water Supply Division, who may be assigned to schedules consisting of additional hours per day with less than five consecutive days of work in a usual work week.
- 8.4** Nothing in the above sections is to be considered a guarantee or requirement that the Department shall be required to retain employees for a full day or full week if no work is available.
- 8.5** The Treatment Plant schedules will be posted two (2) weeks in advance, subject to change.
- 8.6** The operators that “float” at the Water Treatment Plant will be given 7 days advance notice of any change in their regular schedule.

ARTICLE 8 – HOURS OF WORK (continued)

8.7 It is understood by the parties to the Water Works Agreement that the work schedules at the Water Treatment Plant currently include three choices of work schedules. It is further understood the Management has no current plans to change these schedules. It is further understood if it becomes necessary to change the schedules in the future then Management will give the Union as much advance notice as possible.

8.8 It is understood and agreed that the Administration will not arbitrarily change scheduled days off for Water Treatment Facility employees who are assigned to specific schedules. Except in the case of emergencies, training programs, and other extenuating circumstances, only unassigned employees (floaters) will be used to cover for employees with approved planned absences. Management retains its rights to change hours of work in accordance with Article 8 and Article 12 of the Agreement. This agreement shall lapse in the event that personnel reductions occur which render continued compliance impossible under current conditions.

ARTICLE 9

SENIORITY

9.1 There shall be two types of seniority:

(a) **Department Seniority** - Shall relate to the time an employee has been continuously employed by the Department.

(b) **Classification Seniority** - Shall relate to the length of time an employee has been employed in a particular grade classification.

9.2 Department and Classification Seniority shall prevail in matters concerning lay-offs and re-calls.

9.3 Department Seniority shall be considered in promotion.

9.4 Classification Seniority. Upon receiving a promotion an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department seniority, and he/she shall be considered to be the junior or younger employee in that classification regardless of the Department seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular classification seniority list concerned.

ARTICLE 9 SENIORITY (continued)

9.5 Until an employee has served the six (6) month initial probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off and such discharge or lay-off shall not be subject to the grievance procedure.

9.6 An employee shall not forfeit seniority during absences caused by:

(a) Illness or injury resulting in total temporary disability due to his/her regular work with the Department, certified to by an affidavit from the Workers Compensation Adjuster.

(b) Illness or injury not the result of his/her misconduct, resulting in total temporary disability, certified to by a physician's affidavit every three months.

9.7 Employees on extended absence for illness or injury shall not accrue seniority during such absence beyond 18 months.

9.8 Employees on personal leave of absence without pay shall not accrue seniority during such absence, but shall not forfeit seniority accrued at the start of such leave of absence.

9.9 An employee shall lose his/her seniority for, but not limited to, the following reasons:

(a) If an employee is discharged and if such discharge is not overruled by an appropriate authority.

(b) If he/she resigns.

ARTICLE 9 SENIORITY (continued)

9.10 The Administration shall establish Seniority lists of all department employees in the Bargaining Unit, which shall be brought up-to-date no later than January 31 and July 1 of each year and immediately posted thereafter on the bulletin boards for a period of not less than thirty (30) calendar days. A copy of the Seniority Lists shall be mailed to the Local Union Financial Secretary and to the Union President. Any objection to the Seniority Lists as posted shall be reported in writing to the Division Head within fifteen (15) calendar days from the date said list is posted or the lists shall stand approved.

ARTICLE 10

LAYOFFS

10.1 In the event of a layoff, employees shall be laid off by classification and by Department Seniority. Employees in a classification which is to be reduced as a result of a change in operations or a reduction in funding shall be laid off in reverse order of departmental seniority; i.e., the employee in the affected classification with the least departmental seniority shall be laid off first.

10.2 An employee in a higher classification whose position is abolished shall have the right to replace an employee in the next lower or lateral classification for which he/she is qualified and provided he/she has greater departmental seniority. Such replaced person shall have similar replacement rights.

10.3 Employees who are laid off shall have recall rights in the inverse order of the layoff; that is, the last person laid off shall have first right to recall if he/she has the qualifications for the job to be performed. Employees shall have recall rights for a period of two years from the date laid off. Employees who are laid off shall be responsible for notifying the Water Works and the Human Resources Department of any change of address.

When a vacancy occurs for which the laid off employee is qualified then he/she shall be notified by registered mail at his/her last known address to contact the Department.

ARTICLE 10 LAYOFFS (continued)

10.3 (continued)

The employee shall have fifteen (15) work days from the date of notification to be available to return to work. If the employee does not reply to the notification within fifteen (15) work days then such employee's name shall be passed over for the immediate recall but shall remain on the list for future recall within the agreed to two-year period. If the employee contacts the Department within the fifteen (15) work days but is not able to report to work, due to health, physical or other sound reasons then such employee shall be passed over for the immediate recall, but shall remain on the list for future recall within the agreed to two-year period.

10.4 During the time an employee is laid off he/she shall retain seniority rights and shall continue to accrue departmental seniority, but shall not accrue any other benefits during the time of layoff. Such accrual of seniority rights shall not extend beyond 18 months from the date the employee was laid off.

10.5 In the event an employee in a higher classification replaces an employee in a lower classification and pay grade as a result of a layoff, then such employee shall retain his/her same rate of pay for a period of 52 weeks from the date of reduction in classification and pay grade. After 52 weeks the employee shall be reduced in pay to the same pay step in the lower classification salary range as was held before the reduction to the lower classification.

ARTICLE 11

PROMOTIONS

11.1 The Management reserves and shall have the right to make promotions primarily on the basis of qualifications, ability to perform the work, absentee record, performance of duty and related factors, but shall consider departmental seniority where all other factors are relatively equal.

11.2 A promotion is defined as advancement to a position assigned to a higher pay grade.

11.3 Whenever possible and practical, vacancies in permanent positions within the Bargaining Unit which Management has determined need to be filled shall be filled through promotion of regular, permanent employees who are qualified to perform the work.

11.4 Jobs within the Bargaining Unit which are to be filled through promotion shall be posted on the bulletin boards for a period of five working days. Management will seek approval and post all vacancies within 90 calendar days. Management will determine within twenty-five (25) work days after the job posting period if the employees who have applied for the position meet the requirements under Section 11.1 above or if the position will be filled from outside the Bargaining Unit.

ARTICLE 11 PROMOTIONS (continued)

11.4 (continued)

If the position is filled through the selection of a candidate within the Bargaining Unit, the Management will post a notice of award of the job to the successful candidate within twenty-five (25) work days after the job posting period; however, the actual date of promotion to the job may be after the twenty-five (25) work days period, depending on the date the position actually is vacated and on receiving approvals to fill the position.

Vacancies in management positions which are excluded from the bargaining unit shall be posted on the department bulletin board, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this contract.

11.5 When an award of a promotion is made, the name of the person promoted shall be posted for five (5) working days following said award. Employees who applied for the posted position(s) may file a grievance within eight (8) days of the first day of the posting period, in accordance with the grievance procedure.

11.6 An employee who is promoted to a higher level position shall be placed in a probationary status for a period not to exceed six (6) months in the higher position. The

ARTICLE 11 PROMOTIONS (continued)

11.6 (continued)

employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level duties, then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she would have obtained prior to promotion.

Effective on the date of ratification of this Agreement, all new employees hired in the position of Water Treatment Plant Operator Trainee, Water Treatment Plant Operator I, Water Treatment Plant Operator II and Operators in Training, shall serve a probationary period not to exceed eighteen (18) months; provided however, that the Union shall have the right to represent them after the completion of six (6) months of service. The parties agree that such new employees shall be required to obtain a Grade IIT OIT's Certification of Competency from the State of NH within eighteen (18) months of their date of hire as a condition of employment and further that failure to obtain such license within the eighteen (18) months shall be cause for termination.

11.7 Employees in the Division where the vacancy occurs who are on vacation during the entire posting period shall be automatically placed on the list for consideration for the position(s); provided, however, that such employee may, at his/her discretion, have his/her name removed from the list within five (5) work days of returning to work.

ARTICLE 11 PROMOTIONS (continued)

11.8 Underfilling position - A situation occurs from time to time where current employees are unable to meet the posted minimum qualifications for promotional opportunities.

This necessitates either going outside the Department to recruit people who meet at least the minimum qualifications or placing a current employee in the higher level position in a capacity of "underfilling" the position. When this occurs the following policies will apply:

At the time of selecting an employee to "underfill" a position, the Union President will be notified that such action is to take place and the reasons for underfilling the position.

When a selection is made to underfill a position, the selected employee shall be placed in an intermediate step between his/her previous salary/hourly rate and the rate normally expected upon promotion until such time as the minimum requirements are met.

When the selected employee fails to meet the experience requirement for the higher level position, a definite time limit will be placed on the length of time the employee will be in the capacity of underfilling the position.

Where the selected employee fails to meet qualifications other than the experience requirement, such as having successfully completed required courses or

ARTICLE 11 PROMOTIONS (continued)

11.8 (continued)

certification tests, then the underfilling time limit will be established at the time of selection, with the understanding the employee will work toward fulfilling the course/test requirements. These time limits may be extended once in order to allow the employee the necessary additional time to take and complete the required courses or the required certification test(s). Failure to meet the requirements by the end of the extended time period will result in the employee being reduced in rank and pay status to that held prior to the placement in the "underfilling" status.

An employee who is underfilling a position will be evaluated and will be eligible for probation/merit increases the same as though the employee were fulfilling all of the requirements of the position, but based upon the employee's rate of pay in the underfilling status. Upon fulfilling the necessary qualifications for the higher level position, the employee will be placed in the same pay step in the higher pay grade as he/she had attained during the underfilling status.

ARTICLE 12

CALL BACKS AND OVERTIME

12.1 OVERTIME

The Department may mandate overtime work in emergency situations of hazard to public health, safety or property, for unusual situations requiring immediate attention and for work which cannot be scheduled during the usual work day or usual work week. Employees who refuse to work overtime as required by the Department shall be subject to disciplinary action. The Department recognizes it may be difficult for individual employees to work overtime in a particular occasion and the Department will give due consideration to requests for relief from overtime work.

12.2 PAYMENT FOR OVERTIME WORK

All time worked in excess of the usual work day and all time worked in excess of the usual work week shall be paid at the rate of time and one-half, except as otherwise provided in this Article.

The overtime premium shall not be pyramided, compounded, added together or paid twice for the same time worked.

Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the eligibility for overtime premium pay.

ARTICLE 12 CALLBACKS AND OVERTIME (continued)

12.3 CALL BACKS

Any employee who has left his/her place of employment and is recalled to work prior to the next scheduled work shift shall be paid for a minimum of three (3) hours at the rate of time and one-half; provided, however, that an employee who is called back for overtime or residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the scheduled work shifts, but not to be separately paid for several call backs within the three (3) hours minimum guarantee period.

Any employee who is called back to work shall be paid from the time such employee is notified to report to work; provided, however, if such employee does not appear at the designated work site within 30 minutes after being notified then such payment shall commence from the time of arrival at the work site. During the period of December 1 through March 31 when employees have to work through the night, into the period from midnight to 4:00 am, those employees shall have an hour for hour delay in the start of the next calendar day's shift for the overtime hours from midnight to 4:00 am, unless the employees agree individually to take a vacation day or to report earlier

ARTICLE 12 CALLBACKS AND PROMOTIONS (continued)

12.3 CALL BACKS (continued)

than would be required by the hour for hour delay. This agreement does not apply to the Emergency Worker.

12.4 Any employee who is called in one hour or less prior to the start of his/her scheduled work shift shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee outlined in the previous subsection of this section.

12.5 Departments may schedule employees to start their next scheduled work shift at a time earlier than the usual time without extra compensation under the overtime or call back provisions of this section, provided such change in schedule is made prior to the completion of the shift the preceding work day.

12.6 The Department will not schedule employees on split shifts for the sole purpose of avoiding the payment of overtime.

12.7 No temporary employee shall be assigned to any overtime work until all qualified regular employees in that division have had the opportunity for such assignment. This shall not apply in emergency situations where delays could cause damage. Temporary employees will be allowed to work one (1) hour or less of overtime without the department having to offer the overtime to regular employees.

ARTICLE 12 CALLBACKS AND PROMOTIONS (continued)

12.8 Employees in the bargaining unit shall be paid double time for all work performed in excess of sixteen (16) consecutive hours as a continuation of a work shift or as a result of being called out to do emergency work.

12.9 Any unscheduled work of an emergency nature performed on a Holiday shall be paid at the rate of double the regular hourly rate of pay.

12.10 Any employee dropping off or picking up the emergency vehicle on a Holiday will be compensated with one (1) hour of straight time pay.

ARTICLE 13

STANDBY

13.1 Effective the first pay period following ratification of this Agreement, and continuing during the term of this Agreement, employees who are assigned during their normal off-duty hours by the Department to standby duty shall be in immediate communication with the Department during the Standby period and shall report to work immediately upon call, but in no case longer than 30 minutes from the time of first contact.

Employees who are assigned standby duty and who cannot be contacted to report for duty or who fail to respond after being contacted shall be subject to disciplinary action.

Payment for responding to an emergency call shall be in accordance with Article 12, Section 12.3.

13.2 The scheduling of standby and the continuation of the standby crew system shall be at the discretion of the Administration. All procedures for standby are Management functions and shall be set up by the Administration. Employees shall be required to serve on standby crews as needed.

13.3 Employees who are assigned to standby duty shall be paid thirty dollars (\$30.00) per day for Monday, Tuesday, Wednesday, Thursday and Friday and thirty-seven dollars and fifty cents (\$37.50) per day for Saturday, Sunday, holidays, Christmas Eve and New

ARTICLE 13 STANDBY (continued)

13.3 (continued)

Year's Eve. The Emergency Technician's standby rates will be forty dollars (\$40.00) and forty-seven dollars and fifty cents (\$47.50) respectively.

The holiday rate will not be compounded for all employees.

13.4 The standby schedule may vary according to the regular schedule of the employees who are assigned to standby duty.

13.5 The employer agrees to provide a communication device to employees who are assigned to standby duty. Regulations for the use, care and maintenance of such devices will be promulgated by the Administration.

ARTICLE 14

PLUS RATES FOR TEMPORARY ASSIGNMENTS

TO HIGHER GRADE CLASSIFICATIONS

- 14.1** Hourly paid employees will be compensated on a Plus Rate basis for working in higher level classifications for which they are qualified and to which they are assigned for each completed hour of work in such higher level assignments.
- 14.2** Effective on the date of ratification of this Agreement, employees will be compensated on a plus rate basis of seven percent (7%) above their present rate of pay or the entrance rate of the higher classification whichever is higher.

ARTICLE 15

NIGHT SHIFT PREMIUM

15.1 Effective on the date of ratification, any permanent full-time employee in the Bargaining Unit who is assigned to a permanent night shift or on a rotating basis to the night shift shall be paid seven percent (7%) above their regular rate of pay per hour in addition to the regular rate of pay for such assignment. Such premium shall apply when half or more of the shift is scheduled after 6:00 PM and before 7:00 AM and shall be paid for all hours worked on such shift.

15.2 An employee shall be paid a night shift differential only while the employee is actually working on such a shift or is on authorized vacation or sick leave with pay, provided that he/she is so assigned both immediately before and after such leave; and further provided that such premium pay shall not continue for more than thirty (30) days while on paid sick leave.

ARTICLE 16

HOLIDAYS

16.1 COMPENSATION FOR ABSENCE ON HOLIDAYS:

All permanent full-time employees of the department shall receive their regular compensation for the following legal holidays or parts thereof or any other day proclaimed as a holiday by the Board of Mayor and Aldermen, during which the public offices of the City are closed:

New Year's Day	Columbus Day
Civil Rights Day *	Biennial Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

Employees who work rotating shifts at the Water Treatment Plant shall receive eight (8) hours of pay at straight time for all Holidays.

- Civil Rights Day will be celebrated as a floating holiday, subject to the Memo of Understanding regarding Vacation Policy, appended hereto.

ARTICLE 16 (HOLIDAY) (continued)

**16.2 COMPENSATION FOR A HOLIDAY FALLING ON A
REGULARLY SCHEDULED DAY OFF:**

- Except for employees regularly scheduled to work on a shift basis, when a holiday is listed in Section 16.1 above falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

16.3 COMPENSATION FOR WORK PERFORMED ON HOLIDAYS

Any permanent full-time employee, who is required to perform work or to render services on one of the holidays listed in Section 16.1 shall be compensated therefore as follows:

- (a) Employees assigned to the hourly employees' schedule shall receive their regular pay for the holiday, plus payment at time and one-half their regular rate of pay for all hours worked on a holiday.
- (b) Emergency work performed on a holiday shall be paid in accordance with Section 12.9 of this Agreement.

16.4 FORFEITURE OF HOLIDAY PAY:

Any employee shall forfeit his/her right to payment for any holiday if he or she has an unexcused absence on the last regular work day preceding such holiday or on the next regular work day following such holiday.

ARTICLE 16 – HOLIDAYS (continued)

16.5 EFFECT OF HOLIDAYS ON OVERTIME:

Paid Holidays occurring during the work week shall be counted as hours worked for the purpose of determining straight time hours for overtime purposes.

ARTICLE 17

VACATION

17.1 All permanent full-time employees in the bargaining unit shall be eligible for vacation leave with pay after the completion of six months of continuous service.

Vacation credits shall accrue during the first six months of employment, but an employee shall not be eligible to use such vacation credits until the completion of six months of continuous service. If an employee is terminated for any cause during the first six months of employment, he/she shall not have earned any vacation credits and shall not be eligible for payment for any vacation credits.

17.2 Employees who are initially employed in a full-time temporary status and who are subsequently appointed to a permanent full-time status, without a break in service, shall be allowed credit for the time served in the temporary status towards accrual of vacation leave benefits.

17.3 Vacation leave policy for regular department employees shall be as follows:

- (a) Accrual rate for two (2) calendar weeks begins on date of hire.
- (b) Accrual rate for three (3) calendar weeks begins at the beginning of six (6) years of continuous service.
- (c) Accrual rate for four (4) calendar weeks begins at the beginning of ten (10) years of continuous service.

ARTICLE 17 VACATIONS (continued)

17.3 (continued)

- (d) Accrual rate for five (5) calendar weeks begins at the beginning of fifteen (15) years of continuous service.
- (e) Accrual rate for six (6) calendar weeks begins at the beginning of twenty (20) years of continuous service.

17.4 Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and with the discretion of the department head, be charged against earned vacation leave allowance.

17.5 Each division shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees, to accord with operating requirements and, insofar as possible, with the request of the employee. Vacations shall be scheduled at the discretion of the department head to provide the least disruption of departmental operations.

17.6 Hourly rated employees shall be paid at their regular straight time basis, not to exceed 8 hours of pay for a vacation day. No vacation benefits shall be paid at time and one-half.

ARTICLE 17 – VACATION (continued)

17.7 In the event that a paid holiday as prescribed in this Agreement falls during the week an employee is on vacation, such Holiday shall not be charged against the vacation time.

No employee shall be permitted to accrue in excess of two (2) times his/her annual earned vacation time, i.e. employees who earn ten (10) days of vacation per year shall have no more than twenty (20) days earned vacation to his/her credit at any one time; employees who earn fifteen (15) days of vacation per year shall have no more than thirty (30) days earned vacation to his/her credit at any one time; employees who earn twenty (20) days of vacation per year shall have no more than forty (40) days earned vacation to his/her credit at any one time; employees who earn thirty (30) days of vacation per year shall have no more than sixty (60) days earned vacation to his/her credit at any one time.

17.8 Upon termination from employment, bargaining unit members shall be paid for all unused earned vacation time to a maximum of four hundred (400) hours.

17.9 VACATION BUY BACK - Members of the bargaining unit will be entitled to buy back accrued vacation time according to the following formula:

Those employees who used six (6) sick days or less in the previous calendar year would be entitled to buy back up to six (6) vacation days in full day increments. Employees

ARTICLE 17 – VACATION (continued)

17.9 VACATION BUY BACK , (continued)

who used more than six (6) sick days in the previous year would be entitled to buy back one (3) vacation day.

17.10 It is understood and agreed the Vacation Policy understanding which was agreed to May 4, 1984 and incorporated as a sidebar agreement to the 1984-1985, and 1986-1988 Agreements will continue in effect for the duration of the 1989-1991 Agreement. This sidebar agreement states the following:

Water Works Management chose to allow employees to take fifteen (15) days off, including vacation and personal leave days, during the construction season which extends from May 1 through November 15. Those employees earning four (4) or more weeks per year shall be allowed to take seventeen (17) days off, under the same conditions as contained in the preceding sentence. Furthermore, it was agreed that employees could not take more than twelve (12) days off during the months of June, July and August, inclusive. The twelve (12) days need not be consecutive days off.

ARTICLE 18

SICK LEAVE

18.1 All permanent full-time employees in the bargaining unit shall be eligible for sick leave with pay after satisfactory completion of the probationary period following initial employment. Sick leave credit shall accrue at the rate of one and one-quarter work days with pay for each completed month of service.

18.2 Employees who are initially employed in a temporary full-time status and who are subsequently appointed to a permanent full-time status, without a break in service, shall be allowed credit for the time served in the temporary/full-time status towards accrual of sick leave benefits.

18.3 Unused sick leave credit may be accumulated up to a maximum of 120 work days at an accrual rate of 1-1/4 days per month.

18.4 Employees who are absent from work on legal holidays, during paid sick leave, paid vacation, for disability arising from injuries sustained in the course of their employment and for all authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were on duty, subject to the maximum limitation herein provided.

ARTICLE 18 SICK LEAVE (continued)

18.5 Employees who are absent on authorized leaves of absence without pay for not over 10 work days in any 30 calendar day period shall continue to accrue sick leave at the regularly prescribed rate during such absence as though they were on duty, subject to the maximum limitation herein provided.

18.6 Any employee eligible for sick leave with pay may use such sick leave, upon approval of his/her department or office head, for absence due to his or her illness, injury; the illness or injury of a spouse, child or other blood relative or ward residing in the same household when FMLA leave is approved, or for the exposure to contagious disease.

Any employee on sick leave shall inform the division head or designee of the fact and the reason therefore as soon as possible and failure to do so prior to the start of the next work day may be cause for denial for the period of absence. The department head shall require a doctor's certificate before approving sick leave with pay for a period or periods of more than three consecutive work days.

18.7 Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in an amount not smaller than one-half an hour.

ARTICLE 18 SICK LEAVE (continued)

18.8 During periods of absence for approved paid sick leave the employee shall be entitled to full pay for such period at the regular rate of compensation, provided however, that hourly employees shall be compensated on the basis of straight time pay not to exceed 8 hours per day and not to exceed 40 hours per week. No sick leave benefits shall be paid on the basis of time and one-half.

18.9 On separation from City service all sick leave credits shall be cancelled except in case of paid retirement, duty disability retirement or death while in active service. All accrued sick leave not to exceed, eighty (80) accrued days plus one quarter of the balance of the days accrued over eighty (80) but not more than one hundred twenty (120) of accrued sick leave shall be paid to the employee or his/her beneficiary under such conditions of separation from service.

18.10 In accordance with the amendments to the Code of Ordinances, Section 33.081 (H), dated April 7, 1987, employees shall be entitled to the benefits contained therein.

18.11 Employees who are on paid vacation who are hospitalized overnight for injury or illness may, at their option and provided they have sick leave credits accrued, have their vacation time changed to paid sick leave for the period of time they are actually hospitalized. This option may not be utilized in increments of less than one (1) day.

ARTICLE 19

SICK LEAVE INCENTIVE

19.1 Employees who use six (6) days or less of sick leave will be granted two (2) incentive days off during the calendar year after they are earned. Employees who use one (1) day or less of sick leave will be granted one (1) additional incentive day off, for a total of three (3), during the calendar year after they are earned. The days off are to be determined by the employee with the approval of the Department.

19.2 An employee must have been employed and working during the entire twelve-month period from January 1, through December 31, and must be a regular employee on December 31 of the calendar year to receive this benefit.

19.3 Sick Leave Incentive Days shall not be accruable and shall not carry over from calendar year to calendar year.

ARTICLE 19A

PERSONAL TIME

19A.1 Employees will accrue 3.5 hours of personal time each complete quarter of full time employment (exclusive of suspensions and unpaid leaves) in addition to any sick leave incentive.

19A.2 Personal time shall not be accruable beyond 14 hours and shall not carry forward from calendar year to calendar year.

ARTICLE 20

SICK LEAVE BANK

20.1 The Voluntary Sick Leave Bank which has been established to include all full-time Water Works Department employees who wish to voluntarily participate shall include on its Administrative Committee two representatives of the Bargaining Unit, to be appointed by the President of the Local Union.

ARTICLE 21

JURY DUTY

- 21.1** The Department recognizes the public responsibility of its employees to serve on jury duty if they are called. The Department requires its employees to work during periods of time not spent on jury duty. The individuals shall report to their supervisors for work assignments when released from jury duty.
- 21.2** The City shall pay an employee absent for jury service the difference between his/her regular City pay and the payment he/she receives for jury service.
- 21.3** An employee on jury duty who reports to work for less than one-half day should turn over the jury pay to the department and receive full payment for the day's work from the department. If an employee works over four hours for the department, he/she should then be allowed to keep the jury duty pay and should be paid his/her regular day's pay by the department.

ARTICLE 22

WITNESS DUTY

22.1 The City shall supplement witness fees paid by the judiciary to City employees who are required by their employment to testify in cases before the courts and who are required to appear as witnesses during their off-duty hours. Such witness duty supplemental fees shall be established by the Board of Mayor and Aldermen.

ARTICLE 23

BEREAVEMENT LEAVE

- 23.1** Effective on the date of ratification, any permanent full-time employee shall be excused from work for not more than five (5) consecutive work days with pay, one day of which shall be the day of the funeral, inclusive, in the event of the death of his/her: Spouse, Father, Mother, Sister, Brother, Child, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, paternal or maternal grandparent or a blood relative or ward residing in the same household.
- 23.2** Under extenuating circumstances, two (2) additional days with pay may be granted under Section 23.1 above, with written approval of the department head; provided, however, such days are to be charged to the employee's accrued sick leave.
- 23.3** Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted any permanent employee, as defined in Section 23.1 above, in the event of the death of his/her: Grandchild, Aunt, Uncle, Brother-in-law, Sister-in-law, or ex-spouse.
- 23.4** Not more than eight (8) hours per day shall be paid for Bereavement Leave and under no circumstances shall Bereavement Leave be paid on an overtime basis. Employees who work assigned shifts in excess of 8 hours per shift shall be allowed eight hours of such shift as Bereavement Leave under the conditions stated in Sections 23.1 and 23.3 above, with the remaining hours of such shift chargeable to accrued sick leave.

ARTICLE 24

MILITARY LEAVE OF ABSENCE

24.1 Military leaves of absence shall be in accordance with Federal and State law.

ARTICLE 25

MATERNITY LEAVE

25.1 Upon application of the employee on forms to be provided by the City a maternity leave of absence without pay may be granted to permanent, full-time female employees who have been employed at least one (1) year before said application, said leave to commence at the time recommended by the employee's attending physician and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision, shall fail to return to work upon the expiration of such leave of absence, she shall be deemed to have voluntarily terminated her employment, unless she has been certified by her physician as being physically unable to perform her duties.

25.2 An employee shall be entitled to draw her accumulated sick leave benefits with pay for a period not to exceed sixty (60) work days from the date of confinement or the birth of the child, during which time the employee is certified as being physically unable to perform her regular duties, as certified to by an affidavit of the attending physician every thirty (30) days. Requests for such sick leave benefits must be submitted in writing to the department head no later than thirty (30) days after the date of confinement, in order to be eligible for sick leave benefits.

25.3 Extensions of the thirty (30) day paid sick leave benefits may be made by the Department Head, if circumstances so warrant.

ARTICLE 25 MATERNITY (continued)

25.4 An employee shall not forfeit seniority or other benefits during this leave of absence.

ARTICLE 26

UNION LEAVE OF ABSENCE

26.1 The Department agrees to allow Union representatives reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances; provided such time away from work does not interfere with the work of the employees involved. Such time shall not be withheld unreasonably. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission from the immediate supervisor involved before interrupting the work of an employee located at a different work site.

26.2 Union representatives who are elected as delegates to either a State, District or National Convention or a Union seminar may receive leave with pay not to exceed a total of ten (10) work days for the bargaining unit per year to attend such conventions or seminars. The work days may be assigned to the President of the Local and other delegates, provided that no Union officer or Union delegate shall be allowed more than four (4) days per year, and further provided such combination which does not exceed the total of ten (10) work days per year. The leave of absence shall be granted at the discretion of management in order to provide the least disruption of the work of the department. The request for such leave of absence shall be submitted with as much advance notice as possible in order for Management to arrange schedules of work.

ARTICLE 27

SAFETY

- 27.1** The Department recognizes the need for a safe work area and employees who are conscious of safety requirements of the department.
- 27.2** A Safety Committee is established which shall be advisory only and recommendations shall not be binding upon the Board and Administration.
- 27.3** The Safety Committee shall be composed of seven members. The members shall be appointed in the following manner: One member shall be appointed by the Waterworks Commission, who shall serve as Chairman, three shall be appointed by the Waterworks Director from non-bargaining unit employees, and three shall be appointed by the union from among the members of the bargaining unit.
- 27.4** The Safety Committee shall meet at least once every 45 days and may meet more often at the request of the Chairman.
- 27.5** The purpose of the Safety Committee is to correlate recommendations to the administration for safety policies and to conduct accident reviews.
- 27.6** (A) **WORK BOOT ALLOWANCE**
- Employees who are required to wear safety work boots or safety work shoes as part of their regular work assignments, necessitated by the type of work in which they are

ARTICLE 27 – SAFETY (continued)

involved, shall be paid a safety work boot allowance not to exceed \$150.00 in any calendar year and payable only upon presentation of a receipt which verifies the purchase of safety work boots or safety work shoes. Multiple pairs of safety work boots or safety work shoes may be purchased per calendar year; however, the total reimbursement amount will not exceed \$1500.00 per calendar year.

Employees in the classifications of Engineering Technician I and II shall only be entitled to the work boot allowance every other year.

(B) The procedure for work boot or work shoe allowance is as follows:

1. Employees in their initial six-month probationary period are not eligible for the allowance.
2. The employees must be on the payroll as of the date request for payment is submitted, either in a paid or unpaid capacity, and must not have submitted their request for retirement at the time of applying for payment.
3. The following employees, by job classification, are entitled to the allowance:

SAFETY WORK BOOT OR SAFETY WORK SHOE

ELECTRICIAN, ENGINEERING TECHNICIAN I AND II, EQUIPMENT
MECHANIC II, EQUIPMENT OPERATOR IV AND V, INVENTORY SPECIALIST,
MAINTENANCE MECHANIC, METER READER I AND II, PROCESS CONTROL

ARTICLE 27 – SAFETY (continued)

TECHNICIAN, PUBLIC SERVICE WORKER II AND III, UTILITY INSPECTOR I, WATER METER TECHNICIAN, WATERSHED PATROL OFFICER I AND II, CONSERVATIONIST, WTP OPERATOR I AND II, WTP OPERATOR TRAINEE, WATER WORKS EMERGENCY TECHNICIAN, WATER WORKS SUPERVISOR

(C) The allowance is obtained in the following way:

1. A vendor's slip is to be presented to the Supervisor who shall approve it and present it to the accounts payable clerk. If the cost of the safety shoes or safety boots is \$150.00 or more, a check will be issued for \$150.00. If the cost is less than \$150.00, a check will be issued for the amount of the purchase; provided, however, the balance can be applied toward other safety shoe or safety boot purchases in the same calendar year.
2. All vendor slips must be submitted before the 25th of the month to the accounts payable clerk and payments will be available from the payroll clerk by the 15th of the following month.

(D) The above allowance will only be applied towards the purchase of Safety work boots or Safety work shoes. If Safety boots/shoes are purchased, they must be worn during the construction season.

ARTICLE 28

DISCIPLINARY PROCEDURES

28.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.

28.2 Disciplinary actions will normally be taken in the following manner:

STEP 1: The Supervisor will give the employee a verbal warning or reprimand, explaining the problem and what corrective action is required.

STEP 2: A continuation of the problem will result in a written reprimand indicating the reason for the reprimand and the action to be taken to avoid the problem in the future. A copy of the reprimand will be placed in the employee's personnel file.

STEP 3: If there are continued infractions of the same nature or no improvement in the performance, the employee may be given an additional written reprimand or may be suspended for one to five days without pay.

STEP 4: Continued violations of rules, regulations or policies may result in termination of employment. Such termination must be approved by the Administration.

28.3 The Administration may take action to suspend or discharge an employee whose conduct is of such a serious nature to require such immediate action, even though there have been no prior warnings or written reprimands.

ARTICLE 28 – DISCIPLINARY PROCEDURES (continued)

28.4 A grievance resulting from discharge of an employee shall be given precedence over any other grievance case. Both the Union and the Administration agree to exercise their best efforts to settle such cases within five (5) working days after their presentation to the Administration. In the absence of a settlement within the above five (5) working day period, the Union may proceed to the arbitration step of the grievance procedure.

28.5 The personnel record of an employee shall be cleared of written reprimands and memoranda which document verbal warnings after a period of 12 months, provided the employee has satisfactorily corrected the nature of the reprimand and there are no similar infractions committed during the intervening period.

28.6 The personnel record of an employee shall be cleared of suspensions after a period of 24 months, provided the employee has satisfactorily corrected the nature of the suspension and there are no similar infractions committed during the intervening period.

28.7 Employees absent from work for three working days and who fail to call in or report and who have not been granted a leave of absence during that period, or who do not present satisfactory evidence showing they were unable to report, shall be deemed to have quit their employment with the department.

28.8 The local union president shall receive a copy of all suspensions when they occur.

ARTICLE 29

GRIEVANCE PROCEDURE

29.1 **DEFINITION:**

A grievance is defined as a written claim or dispute arising out of the interpretation, application or compliance with specific articles of this agreement, which is filed and signed by an employee in the bargaining unit.

29.2 **PROCEDURE:**

Grievances shall be processed in accordance with the procedures contained in the following sections.

29.3 **FUNCTIONS OF THE LOCAL UNION GRIEVANCE COMMITTEE**

- A. Meeting would take place not more frequently than once per week.
- B. meetings would only be held when there are grievances to pursue.
- C. the meetings shall be generally conducted between 7:30AM and 8:30AM, but under all circumstances shall be completed by 8:30AM.
- D. The Committee shall consist of three (3) elected members and two (2) alternates.

ARTICLE 29 GRIEVANCE PROCEDURE (continued)

29.4 STEPS IN THE PROCESSING OF GRIEVANCE:

STEP 1- IMMEDIATE SUPERVISOR

If an employee feels that he/she has a grievance he/she will discuss it with the immediate supervisor within five (5) working days of the event giving rise to the grievance or the date the employee could have reasonably been made aware of the event. A Union representative may be called into the discussion by the employee or the supervisor, if either requests the Union representative's presence.

The Supervisor will give his/her answer within four (4) working days after receiving the grievance.

STEP 2 – DIVISION HEAD

- (a) If the employee is not satisfied with the immediate supervisor's answer and the employee and the Union wish to pursue the matter, then the grievance must be submitted in writing to the Division Head within eight (8) working days from the date of the answer by immediate supervisor. The written grievance must be signed by both the employee and a Union representative and will list the Articles(s) and Section(s) violated, the nature of the complaint and the remedy desired. The Division Head will give his/her answer to the

ARTICLE 29 GRIEVANCE PROCEDURE (continued)

STEP 2 – DIVISION HEAD (continued)

grievance, in writing, within four (4) working days after receiving the grievance, and the Union President shall receive a copy of the answer.

- (b) If the grievance involves a suspension without pay or if it involves the dismissal of an employee, then a meeting will be held to discuss the grievance; such meeting to be held within five (5) working days from the date the grievance was received by the Division Head. The Grievant, a Union representative and the Local Union President may attend this meeting. The Division Head will give his/her answer to the grievance within five (5) working days after the above described meeting.

STEP 3 - DEPARTMENT HEAD

If the Union is not satisfied with the decision of the Division Head, the appeal may be submitted to the Water Works Director in writing, listing the Article(s) and Section(s) violated, the nature of the complaint and the remedy desired, within five (5) working days after the decision of the Division Head is rendered. Within five (5) working days following receipt of the appeal, the Water Works Director shall either issue a written decision or schedule a hearing. Said hearing

ARTICLE 29 GRIEVANCE PROCEDURE (continued)

STEP 3 - DEPARTMENT HEAD (continued)

shall be held no later than ten (10) working days following receipt of the appeal and a written decision shall be rendered within five (5) working days after the hearing. If a hearing is scheduled, the Union President or his/her designee shall attend and the grievant(s) shall attend as determined by the Department Head.

STEP 4 - PRE-ARBITRATION MEETING

If the Union is not satisfied with the disposition of the grievance in Step 3, then the grieving party shall have five (5) working days to request a pre-arbitration meeting. Such pre-arbitration meeting shall be held within ten (10) working days after the request is submitted. Representatives of Management and the Union will meet with the Chief Negotiator/Contract Administrator to determine if the grievance can be settled without arbitration. A representative of the Human Resources Department shall attend, if necessary. If no settlement is reached as a result of the pre-arbitration meeting, a written answer as to the disposition shall be given to the Union within ten (10) working days of the meeting. The Union must submit the grievance to arbitration within ten (10) working days after receiving the written answer, or the grievance shall be null and void.

ARTICLE 29 GRIEVANCE PROCEDURE (continued)

29.5 **(a) SELECTION OF AN ARBITRATOR**

The parties agree that requests for the appointment of an arbitrator will be submitted to the N.H. Public Employee Labor Relations Board, under its rules and regulations.

(b) POWERS OF ARBITRATOR

The Arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement. The Arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The Arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

The Arbitrator shall have no authority to hear more than one grievance at any time, unless both parties agree, in writing, to such multiple grievances.

The decision of the Arbitrator shall be final and binding; provided, however, that any decision which requires the payment of retroactive wages or adjustments shall not extend prior to the date of the occurrence of the grievance.

ARTICLE 29 GRIEVANCE PROCEDURE (continued)

29.5 (continued)

(c) **COSTS OF ARBITRATION**

The expenses of the Arbitrator shall be assessed to the losing party, who shall be designated by the Arbitrator. This provision shall expire on the last day of this Agreement unless it is mutually agreed to continue beyond that date. If there is no mutual agreement, then this article shall revert to the previous provision to equally share the expenses of the Arbitrator. Each party shall pay the expenses of its own witnesses who are not City employees who are called to testify.

29.6 TIME LIMITS FOR PROCESSING GRIEVANCES

If a grievance is not reported and/or processed within the time limits set forth in the sections above, the grievance shall be dismissed and no further action shall be taken with respect to such grievance. The above time limits for processing grievances may be extended by mutual written agreement of the parties to this Agreement.

29.7 GRIEVANCE BY MANAGEMENT

A grievance by the Waterworks Director or the Board against the Union shall be presented in writing to the Union President and shall be discussed at a meeting

ARTICLE 29 GRIEVANCE PROCEDURE (continued)

29.7 GRIEVANCE BY MANAGEMENT (continued)

which will include the Union President and an international representative and to be held within ten (10) working days after the grievance is presented.

If a satisfactory agreement is not reached at the meeting as stated above, then the Water Works Director or the Board may proceed within ten (10) working days of said meeting to present the grievance to arbitration in accordance with Section 29.4 above.

29.8 If a Division Head or the Department Head is the subject of a grievance, then after discussion with the Division Head or the Department Head, the grievance shall be submitted to the next higher step in the grievance procedure, therefore by-passing the lower level steps outlined in Section 29.3 above.

ARTICLE 30

HOSPITAL/MEDICAL INSURANCE

30.1 Effective December 1, 2013 the Department shall provide Blue Choice New England POS Plan and Access Blue HMO Plan for all bargaining unit members. The Department will pay eighty-two and one-half (82.5%) percent.

The employees' copays for the POS & HMO plans shall be as follows:

Office visit \$20.00

Specialist visit \$20.00

Chiropractic \$20.00

Emergency room visit \$150.00

*Inpatient care, Outpatient surgery, Skilled nursing or rehab \$100/\$200 co-pay
(single/2 person & family)*

Prescriptions (retail) \$10/\$30/\$50

Prescriptions (mail in 90 days) \$20/\$60/\$100

30.2 Effective December 1, 2013, the Department shall provide a HSA (Health Savings Account) Plan with a \$2,000/\$4,000 deductible (Individual/two person or family) with a present contribution of \$1,500.00 for an individual and \$3,000.00 for a two person or a family plan. The City retains the right to set the annual City contribution and shall each year prior to the open enrollment period disclose any changes to high deductible

ARTICLE 30 – HOSPITAL/MEDICAL INSURANCE (continued)

benefit plan and/or its contribution to the HSA or continuation of the HSA in the following fiscal year. Bargaining unit members availing themselves of this option the City shall pay 85% of the premium.

30.3 For bargaining unit members hired after July 31, 2013 the department shall pay 80% of the premium cost and the bargaining unit member shall pay 20% of the premium cost share.

- Same plans as above except:
- Inpatient Care, Outpatient Surgery, Skilled Nursing or rehab - \$250/\$500 co-pay (single/2 person & family) on POS-HMO.
- City reimbursing \$1300/\$2600 (single/2 person & family) on HSA plan.

30.4 It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers provided that the benefits are not decreased and the costs to bargaining unit members do not increase above the applicable cost share set forth in 30.1, 30.2 and 30.3.

30.5 If both the husband and a wife are employed by the City and/or the School District, the Department shall pay the entire health and dental premiums for either a two-person or a family policy, whichever plan is selected by the husband and wife.

ARTICLE 30 – HOSPITAL/MEDICAL INSURANCE (continued)

Effective July 1, 2003 all employees shall be required to pay the employees share of the health and dental insurance premiums as specified in the collective bargaining agreement. The terms of the first sentence of this section under which the City/School District paid the entire premium when both husband and wife are employed by the City or School District shall lapse.

30.6 Effective February 1, 2000 or sooner if practical, the Department shall provide all bargaining unit members a Northeast Delta Dental plan equivalent to other City employees having such a benefit. The Department shall pay eighty-five (85.0%) percent of each monthly premium for the entire year for the coverage selected by each employee. The Department agrees to provide coverage under Delta Dental Insurance Plan Coverage A, B, and C as set forth in Appendix D attached hereto and made part of this Agreement. The Department shall pay an amount not to exceed eighty-five percent (85.0%). *Effective July 1, 2003, the total yearly maximum will be increased to \$1,500.00. Also effective July 1, 2003, all employees shall be required to pay the employees share of the dental insurance premium (see Sec.30.5 above).*

30.7 *To a bargaining unit member who elects not to receive coverage under any City health insurance plan the City shall pay \$4,000 annually in lieu of health insurance coverage. The City shall make said payment in two equal payments of \$2,000. The first payment, in arrears, will be made in January/February and the second payment, in arrears will*

ARTICLE 30 HOSPITAL/MEDICAL INSURANCE (continued)

30.7 (continued)

be made in July/August. Bargaining unit members who encounter a qualifying event so as to make them eligible for enrollment in the City's health insurance plans during either six month period will receive a pro rata amount based on the next \$2,000 payment. Bargaining unit members will be able to enroll in the City health plans notwithstanding a qualifying event in the annual open enrollment period.

Note: The benefits summaries for Blue Choice and Access Blue HMO are attached as Appendix C.

ARTICLE 31

LIFE INSURANCE

31.1 Effective upon the date of ratification, the Department will provide for the payment of a death benefit of an amount equal to the employee's last yearly base pay, not to exceed fifty-thousand (\$50,000) dollars to the named beneficiary or estate of any bargaining unit member who dies from any cause while employed by the City or within sixty (60) calendar days after retirement or resignation for health reasons. The Department reserves the right to obtain insurance coverage for the above amounts, and reserves the sole right to select such insurance company. Such benefit shall be paid in one lump sum.

ARTICLE 32

TUITION REIMBURSEMENT

32.1 The Department agrees to provide for partial reimbursement to employees who complete courses related to their employment, which have been approved prior to commencing the course, at the following rates:

Effective on July 1, 2005 employees will be reimbursed at the rate of 3/4 of the cost of tuition and course materials, but not to exceed \$1,270.00 per person in any fiscal year.

32.2 Further, in the event that an employee receives payment for any course through a Federal or State program, then such course will not be eligible for tuition reimbursement by the department, it being the intent and purpose of the tuition reimbursement program to assist employees in furthering their education/training; but not to receive double payment for any course or courses.

32.3 Procedures for applying for and receiving tuition reimbursement will be established through the Waterworks Department. Courses and reimbursement must be approved by the Human Resources Department.

ARTICLE 33

MISCELLANEOUS

33.1 MEAL ALLOWANCE

(a) Effective on the date of ratification of this Agreement, a meal allowance in an amount not to exceed \$20.00 per person per occurrence and the time in which to eat at the work site will be provided to bargaining unit construction and water supply “stand by” employees only under the following conditions:

- (1) When on a normal work day, they are required to work continuously beyond their normal work shift after 8:00 PM.
- (2) When on an emergency call back after six continuous hours of work.

(b) The time and manner in which meals are taken shall be at the discretion of the foreman. Employees shall be required to pay for their own meal but shall be reimbursed in the next pay period by stipend in their pay check and subject to all the federal, state and municipal laws governing withholdings and subject to retirement system employees contributions.

33.2 WORKERS' COMPENSATION

The Board and Administration agree to pay the amount of Workers' Compensation the employee is entitled to under applicable State Statutes and City Ordinances, as amended from time to time.

ARTICLE 33 MISCELLANEOUS (continued)

33.2 WORKERS' COMPENSATION (continued)

Effective on the date of ratification of this Agreement, the Board and Administration shall also pay to employees injured in the performance of duties, the difference between their regular gross salary at the time of the injury and the amount of Workers Compensation benefits to which they are entitled, said payment to be in accordance with current State statutes and the City Ordinance in effect on January 1, 1992. In the event any such State statutes are amended so as to eliminate such payments, such payments will cease as of the effective date of any such amendment(s).

The Union agrees that all employees who are paid both sick leave and workers compensation for the same days shall be required to reimburse the Water Works the full amount of the sick leave duplicate payment within thirty (30) days of receipt of the workers compensation payment. Failure to reimburse the Water Works within the thirty (30) days shall subject the employee to discipline up to and including termination.

Workers compensation light duty opportunities shall not be applied in an arbitrary or capricious manner.

ARTICLE 33 – MISCELLANEOUS (continued)

33.3 GARAGE MECHANICS UNIFORM CLEANING

The Department agrees to provide work uniforms through a laundry cleaning agency of the department's choosing for garage mechanics. Such uniforms shall be determined by management and shall not exceed five (5) changes per week. Such uniforms shall be provided only to Mechanics who are regularly assigned to the garage operations.

33.4 N. H. WATER SYSTEM OPERATORS' LICENSES

Effective on the date of ratification, the Department shall pay the cost of the annual renewal of water treatment plant operators licenses and/or distribution operators licenses for those employees who possess them.

33.5 CONTRACT COPIES

The Department agrees to print seventy-five (75) copies of the signed and dated contract.

33.6 VEHICLE ALLOWANCE

Effective on the date of ratification of this Agreement, any bargaining unit employee using his/her vehicle for Manchester Water Works business will be reimbursed at the prevailing IRS rate.

ARTICLE 33 – MISCELLANEOUS (continued)

33.7 SEC 125 HEALTH CARE REIMBURSEMENT ACT

Effective as soon as practicable after ratification, the city agrees to establish an I.R.S.

Sec. 125 Health Care Reimbursement Account for bargaining unit members, on the same basis as the account for non-affiliated city employees.

33.8 FMLA

Subject to review and approval, the Union will be subject to the City's Family and Medical Leave Act (FMLA) policy.

33.9 Retirements between ratification date, 10/15/2013, and 6/30/15 shall earn \$13,000 severance. The City may withhold from this benefit such amounts as are necessary to pay the employee and employer contributions to Manchester Employees Contributory Retirement System.

ARTICLE 34

RETIREMENT PLAN

A pension act relative to the Water Works was passed in the Laws of 1923, 225:1; amended by 1951, 308:1, and further amended and spelled out by House Bill No. 525, 1969.

A contributory pension plan became effective on January 1, 1974. (Chapter 218, Laws of 1973; Article 12 1/2 of Manchester Code Special Acts).

Copies of both of these Acts are available in the office for review by any employee of the Department.

This Article is not subject to the Grievance Procedure contained in this Agreement.

ARTICLE 35

BULLETIN BOARDS

35.1 The Union shall have the right to post on bulletin boards located at 281 Lincoln Street, the Water Treatment Plant and the Hale Building notices concerning employee affairs. The union agrees that it shall not cause or permit the posting of any matter which does not concern employee business or employee affairs or is political or controversial in nature or which may interfere with the normal operations of the Department. The Department will remove from any bulletin board any material which, in the department's judgment, is libelous, scurrilous or detrimental to the labor-management relationship.

ARTICLE 36

STABILITY OF AGREEMENT

36.1 Should any article, section or portion thereof, of this Agreement be declared invalid because it is in conflict with a Federal or State Law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision provided, however, that all other provisions of this Agreement and application thereof shall remain in full force and effect.

36.2 This Agreement represents the entire Agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE 37

DURATION AND TERMINATION

37.1 This Agreement shall be in full force and effect from July 1, 2015 to and including June 30, 2016, except as specified in individual Articles.

This Agreement shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other party at least sixty (60) calendar days prior to the date of expiration.

37.2 Where there is no such cancellation or termination notice and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other party a notice at least sixty (60) calendar days prior to the expiration date of this Agreement advising that such party desires to revise or change terms or conditions of such Agreement and specifies the Articles (s) to be renegotiated.

ARTICLE 38

ORIENTATION

38.1 As part of the hiring process, the company will allow the Union to schedule all new employees for a Union orientation with pay in the last month of their six-month probation for up to four (4) hours.