

COPY

WORKING AGREEMENT

BETWEEN THE BERLIN WATER WORKS AND LOCAL UNION #1444

OF THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

AUGUST 1, 2006 TO JULY 31, 2011

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**ARTICLE I
GENERAL PURPOSE AND INTENT**

1.1 The City of Berlin Water Works, hereinafter referred to as the Berlin Water Works, and the covered employees, hereinafter referred to as the Union, in order to increase general efficiency in the Berlin Water Works, to maintain the existing harmonious relationship between the Berlin Water Works and its employees and to promote the morale, equal rights, well-being and security of the Berlin Water Works employees, the Berlin Water Works and the Union hereby agree as follows:

1.2 The Berlin Water Works and the individual members of the Union are to regard themselves as public servants, and as such they are to be governed by the highest ideals of honor and integrity in all their public and personal relationships in order that they may merit the respect and confidence of the general public.

1.3 Both Union and Berlin Water Works agree that this Working Agreement is to remain in Conformity with Federal Regulations and in conformance with the National Labor Acts.

**ARTICLE II
RECOGNITION**

2.1 The Berlin Water Works recognizes that the Union is the sole and exclusive representative of all covered employees of the Berlin Water Works for the purpose of bargaining with respect to wages, hours of work, and working conditions, and the Union unreservedly accepts and recognizes the necessity of the Berlin Water Works to operate within its budget as set by the Berlin Water Works Board of Water Commissioners.

**ARTICLE III
UNION SHOP**

3.1 Whenever re-employments are made, or the Berlin Water Works hires new employees, except for temporary employees, they shall, within one hundred eighty days (180) calendar days become members of Local #1444, by presenting to the Berlin Water Works a proper authorization approved by the Union President for the collection of their dues.

**ARTICLE IV
CHECK OFF**

4.1 Upon an individually-written authorization by an employee and approved by the Union President, the Berlin Water Works agrees to deduct Union dues as approved by vote of the Union membership, provided, however, that if an employee has no check due the employee or the check is not large enough to satisfy the assignment, then and in that event no collections will be made from said employee for that week. In no case will the Berlin Water Works attempt to collect fines or assessments for the Union except regular monthly dues.

4.2 The Union agrees in return for itself and for its members that members will individually and collectively perform loyal and efficient work and service and will use their influence and best efforts to promote and advance the interests of the taxpayers of Berlin.

4.3 It is further agreed that if the Union should increase its weekly dues payment by vote of its members, that upon written authorization from the Union President said deductions shall be made in the amount of said certification. Notification from the Union of any dues changes shall be incorporated in this Agreement as an addendum thereto.

ARTICLE V PROBATION PERIOD

5.1 All new employees shall serve a probationary period of one hundred eighty (180) calendar days and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have worked said one hundred eighty (180) days shall be known as regular employees and the probationary period shall be considered part of the seniority time. All probationary employees shall receive pay at 100% of the scheduled labor classification hourly rates until they become regular employees.

5.2 The Berlin Water Works shall provide a copy of this Agreement, including all addendums and amendments, to any employee who successfully completes the probation period.

ARTICLE VI SENIORITY

6.1 The Berlin Water Works shall establish a seniority list and it shall be brought up to date on January 1st of each year and immediately posted thereafter on the bulletin board in the Berlin Water Works for a period of not less than thirty days and a copy of said seniority list mailed to the Secretary of Local Union #1444. Any objection to the seniority list as posted shall be reported to Berlin Water Works management within ten (10) days, or it will stand approved.

6.2 Seniority will be considered a factor in the assignment of jobs and distribution of vehicles and equipment to the available qualified operators when the Berlin Water Works allocates resources to the various activities it establishes to be accomplished by the Berlin Water Works. It is understood, however, that other considerations, such as public safety, may outweigh seniority in the event of an unforeseen emergency, which requires an immediate response; and, further, that work cannot be unreasonably delayed by the late arrival of any employee.

In the case of an emergency, as provided in the proceeding paragraph, which requires the temporary allocation of employees to other than their regular job, an employee's regular rate of pay shall not be reduced nor shall the temporary assignment extend longer than is required to meet the emergency.

6.3 Employees hereinafter selected by the Berlin Water Works Superintendent to work with the Berlin Water Works outside the bargaining unit of the Union described in this agreement, shall retain their seniority and classification for one (1) year from the date of their acceptance of the new position, with the understanding that at any time, within that one year period they may return to the bargaining unit.

After the expiration of the period of time stated above, the said employee(s) shall have no seniority rights. Seniority will continue for military and Union service.

ARTICLE VII VACANCIES

7.1 When a vacancy occurs or a new job or position is established in the Berlin Water Works, then, in that event, the employee with the highest seniority shall be given the first opportunity to fill the vacancy, new position or new job, provided employee is qualified; but, if employee does not avail them self of the opportunity or is shown not to be qualified as to job specifications and requirements stated on the bid form, the next employee with the highest seniority will be given the opportunity to fill the vacancy, new position or new job, provided employee is qualified. Employee transfers from other City Departments, covered by the union, will be considered before outside help is considered.

Should an employee from another City Department be selected to fill the vacancy, new position, or new job, all employee seniority with said City Department, accumulated vacation and sick time will be transferred with the employee to the Berlin Water Works seniority time for the purpose of determining total seniority for vacation and retirement purposes. City seniority time shall not be used for any other purposes and only seniority with Berlin Water Works shall govern.

Qualifications for the assignment will be entirely established by the Berlin Water Works. In the event that no full time employees wish to fill the vacancy, new position, or new job, then in that event, part time employees in the Berlin Water Works, according to seniority, shall be given an opportunity to fill the vacancy, new position or new job. In the event that an employee is selected and retained in said vacancy, new position or new job for a period of sixty (60) days or more, than employee shall be considered qualified and allocated to said vacancy, new position or new job if the necessity of said vacancy, new position or new job continues to exist and considered as permanent. Otherwise, employee shall be returned to employee's former position.

7.2 All vacancies, new positions or new jobs shall be posted within ten (10) days of their existence or creation, provided that funds are available or will become available. The posting shall include a description of the nature of the job and qualifications for the position, rate of pay and normal work shift. It shall be posted for a period not less than ten (10) days and shall be filled within forty-five (45) days of the existence or creation. Berlin Water Works will provide notice of posting to all City departments covered by Local 1444.

7.3 If special training or schooling is required in order to permit an employee to adequately perform a job to be assigned and if such schooling or training can be provided without delay, then the Berlin Water Works shall provide such schooling or training at its expense. Misconduct or failure to perform work assignments or unexcused absences from classes shall be grounds for the Berlin Water Works to require reimbursement of its expenses incurred in the course of providing the schooling, if the employee fails to successfully complete the program. The Berlin Water Works shall state in the job specifications the criteria which shall determine successful completion of the required training or schooling based upon the standards of the agency providing such training/schooling.

7.4 In the event Local 1444 members under this Agreement are on layoff subject to recall, they will be given first consideration to fill any job opening in other Berlin City Departments which are covered under Federal or State Manpower programs or other similar programs.

7.5 Any vacancy occurring in the Berlin Water Works covered by this Agreement shall be posted in the other Berlin City Departments covered by the Union. The Berlin Water Works shall consider requests for inter-departmental transfers, providing always that the individual requesting such transfer shall meet all the hiring requirements set by the Berlin Water Works. This shall in no way interfere with the provision for promotions within the Berlin Water Works.

7.6 All seasonal positions are not "covered" positions subject to the posting requirements, or interdepartmental transfers.

ARTICLE VIII PERSONNEL REDUCTION

8.1 When a position is eliminated by the Water Works due to a reduction in work force, the job of the employee with the least seniority shall be deemed to have been eliminated.

8.2 As eliminated positions are re-established or new positions are created, laid-off employees shall be given first priority for placement in the inverse order of layoffs. No new employee shall be hired until all laid off employees have been given an opportunity to return to work provided, however, that enough of them are qualified to fill the vacant positions. A laid-off employee shall keep his/her seniority rights for twenty-four (24) months after layoff.

8.3 In the event a position becomes vacant and funds are not available to refill that position, the Union will be given written notification thereof within ten (10) days after the vacancy occurs.

8.4 The Berlin Water Works agrees that in the event a reduction in force is necessary, every effort will be made to place employees who are laid off, in any vacant position which may be available in the various agencies of the City of Berlin, provided that his/her work record is satisfactory in their previous position and that the person is qualified to meet the position vacant.

ARTICLE IX TEMPORARY EMPLOYEES

- 9.1 Temporary employees shall have first opportunity to become regular employees before new employees, provided they can qualify.
- 9.2 The Berlin Water Works may hire extra help at any time, as long as they are placed at the bottom of the seniority list, except for temporary or seasonal part-time employees who shall obtain no rights.
- 9.3 Temporary employees hired for less than thirty (30) days will gain no seniority, job preference, vacation or other fringe benefits.
- 9.4 Temporary Employees shall pay union dues equal to that of part-time employees in Local 1444. This shall allow temporary employees the ability to work overtime after all Bargaining Unit Employees of the Berlin Water Works have had the opportunity to work such overtime. The Treasurer of Local 1444 will notify Berlin Water Works of any dues changes.
- 9.5 Workfare Guidelines: See Addendum II.

ARTICLE X WORK DAY AND WORK WEEK

- 10.1 The regular workweek for all covered employees shall be forty (40) hours.
- 10.2 The workweek shall commence at 7:00 a.m., Monday morning and continue through to 7:00 a.m. the following Monday morning. The workday shall commence at 7:00 a.m. and continue through 7:00 a.m. the following morning. A normal workday shall consist of eight (8) hours, commencing at 7:00 a.m. and ending at 3:00 p.m. There shall be one break of not more than twenty minutes of each eight hours of work, this break being taken by the crews at the supervisor's discretion. There shall be a twenty-minute lunch period during the noon hour. If an employee is required to work in excess of eight (8) continuous hours, employee shall receive an additional twenty-minute break for each additional four (4) hours worked which shall be scheduled by the supervisor to be taken by the employee within a reasonable proximity of normal meal time. However, if the supervisor does not provide an opportunity for the employee to take the twenty-minute break, the employee will be paid for the twenty-minute period without actually taking it. The normal work week shall commence at 7:00 a.m. Monday morning and continue through to 3:00 p.m. Saturday afternoon for a total of forty (40) hours and made up of five normal work days as outlined above. The Berlin Water Works also reserves the right to name other working hours to suit specific jobs or other irregular working conditions for all employees, including changing the length of time for a normal work day, provided notice is given on the week before (Thursday) such a change is to occur. This will give the Berlin Water Works the right to schedule shifts and Sundays. The Berlin Water Works also reserves the right to limit any or all employees to forty (40) hours straight time in any one working week except a week in which a paid holiday occurs, then thirty-two (32) working hours shall constitute a full week's work, but if any emergency occurs during a thirty-two

hour week, then, and in that event, time and one-half will be paid after at least thirty-two working hours have been completed. All employees will receive time and one-half for all work performed over the length of time determined to be the normal work day for that week, in any one day which is not a Sunday or holiday and all over forty hours in any one week, whichever is the greater.

BWW also reserves the right to reduce the work week to 35 hours. For the term of this agreement the parties agrees that the normal work schedule shall be in accordance with Article XI, Section 10.1 except that the Department reserves unto itself the ability to change from a 40 hour work week to a 35 hour work week. The Union reserves the right to re-open negotiations during the duration of this agreement to impact bargain should the Department make such a determination to reduce the workweek. The Department shall notify the Union at least 60 days prior to any such reduction and agrees to meet with the Union on a timely basis.

An employee not expecting to work because of emergencies or other justifiable causes must notify their respective supervisor one (1) hour before time. This provision shall not be interpreted as condoning absences from work on the part of an employee.

Union employees shall be given first priority for overtime work before outside help is utilized.

When employees are scheduled for shift work, they shall receive in addition to their regular rate, the rates as per the effective contract year as indicated below:

For the term of the contract the shift differential to be paid shall be:

3:00 - 11:00 p.m. Shift	\$.35/hr.
11:00 - 7:00 a.m. Shift	\$.40/hr.

In addition, overtime shall be paid for all hours of overtime worked over twenty-four (24) hours of continuous work during an emergency when the hours of continuous work run into another workday.

10.3 The Union and its individual members agree to accept any assignment delegated to them by the Berlin Water Works management for a period of not more than eight hours so as not to slowdown the work program, but in the event that any member or members of the Union are dissatisfied with the assignment delegated to them, they may follow the pertinent grievance procedures as outlined in this agreement, but in the event a satisfactory adjustment is not arrived at, then and in that event, the aggrieved member must also continue to accept the assignment as allocated without further protest until the grievance procedures are completed.

Employees temporarily assigned to lower rated jobs at a time when there is work available for them on their regular jobs shall retain their regular rate of pay.

Any employee assigned for more than one hour to a higher rated assignment shall receive the higher rate of pay for the whole day.

Any employee who signs a waiver, and thereby allows a Junior employee to promote ahead of him shall forfeit his right to displace that employee in any subsequent promotion in accordance with the established line of promotion. All such refusals shall be evidenced by a written waiver, which shall be signed by the employee, in the presence of a Union representative, at the time of the refusal and a copy thereof sent to the Union. In case an employee refuses to sign a waiver, the employee's supervisor shall notify the Berlin Water Works Superintendent and a Union representative and a written letter, thereof, shall be sent to the Union.

10.4 In case an employee is called in for emergency work employee shall be allowed a minimum of four (4) hours pay, but if for any reason whatsoever employee is required to work more than two and three quarter hours (2-3/4) straight time then and in that event employee will be paid at the regular rate of time and one-half for all hours worked. No premeditated work will be considered as emergency work such as lighting lanterns when it is known before hand that the work must be done. The Berlin Water Works will make an honest effort to distribute the overtime work among the eligible employees as evenly and fairly as possible without impairing efficiency, but laziness, quarrelsomeness, inability and inefficiency will also be considered. Any employee not having their telephone number available for overtime shall be skipped and charged the overtime accordingly.

All overtime work will be divided as equally as possible in accordance with employee classification and overtime will be posted weekly. It is further agreed that whenever the supervisor knows ahead of time that a crew of employees will be needed for overtime work, these employees shall be notified ahead of time. The overtime list shall be posted; containing the comparative numbers of overtime hours worked or charged to each employee and shall be changed each January 1 and July 1. Employees who do not respond to an overtime call for any reason shall be assigned the number of paid hours accumulated by the employee who works in employee's place and shall, thus, not have priority for overtime call-in until employee's total of worked and charged overtime hours is less than the total for other employees.

10.5 The Berlin Water Works reserves and retains the right to contract and/or, or subcontract out work.

Berlin Water Works management reserves the right to perform work from time to time for the purpose of training and instruction, and during emergencies that would inconvenience the customers. It is understood that non-bargaining unit supervisors or professional personnel may, from time to time, in the course of their work, perform tasks normally performed by members of the bargaining unit. Such temporary work is specifically recognized and accepted by this agreement as long as such work does not displace a bargaining unit position(s).

ARTICLE XI SAFETY AND HEALTH

11.1 The Berlin Water Works and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees. The Berlin Water Works shall furnish rubber gloves and/rain

suits. The Berlin Water Works agrees to assign vehicles, if they are available, to personnel assigned to Meter Reading during foul weather. Locker space will be provided by the Berlin Water Works. Each and every employee shall cooperate with each other to maintain their various areas clean and safe at all times. It is further agreed that all employees must wear and use safety equipment for specific and various jobs as directed by Berlin Water Works management.

11.2 The Berlin Water Works will contribute one hundred ten dollars (\$110) towards the cost of approved safety shoes for any employee with proof of purchase, once a year. The shoe allowance may be carried over for one year for a maximum payment of \$220. All approved footwear must be worn at all times while the employee is in the employ of the City whether they use the footwear reimbursement or not. In the event that an employee does not wear the approved footwear while on the job except for classroom training, negotiations and the discretion of Management, they shall be subject to the disciplinary procedures of the contract except that the first warning shall start with a written warning and proceed according to the contract disciplinary procedures.

11.3 Berlin Water Works will provide sick leave at the rate of twelve (12) days per year to a maximum of 71 days to be accumulative as follows: Effective thru August 1, 2010 or when proposed federal prison pays the first water bill.

For all employees who have accumulated the max. of 71 sick days, then for every 6 consecutive months of no sick days used, an employee will accumulate $\frac{1}{2}$ day sick day to be added to the max. 71 sick days already earned. The accumulation of the $\frac{1}{2}$ sick days will establish a new employee max. sick day level. Employees who have accumulated the max of 71 sick days will be given \$8 per sick day, for a total of \$96.00, not used per year. This will be paid once per year. (Thru August 1, 2010 or when proposed new federal prison pays the first water bill)

PERSONAL LEAVE FOR PERFECT ATTENDANCE: Beginning August 1, 2010 or when proposed new federal prison pays the first water bill, regular full-time employees shall receive one personal leave day or add one day to sick bank to add to (71 days max.) for a new maximum to capped at 100 days for each six month (non-overlapping) period during which they have perfect attendance. If an employee is able to earn a second day in a year, the second day must be used for the option not used for first day. "Perfect attendance" shall mean no use of sick leave. Any such earned personal leave days must be taken prior to the expiration of the six calendar months subsequent to the six month period in which the personal leave day was earned or it will be lost. Such earned personal leave days may be taken when approved in advance by the Department Head. The use of such personal leave days will not be charged to accumulated sick leave and such earned personal leave days will not count toward the maximum vacation accumulation. (When this "Perfect attendance" benefit becomes effective, the monthly "sick day" will no longer be paid.

11.4 A doctor's certificate must be presented by each employee to Berlin Water Works management in order to be paid any sick leave benefit whatsoever except for the first occurrence of each Fiscal Year Quarter for a one-day maximum absence only. Proven abuse of sick leave will be

subject to disciplinary action and may also result in the loss of the 1 day per quarter paid sick leave for three (3) consecutive quarters following the abuse. An employee shall not be entitled to sick leave if employee is injured or becomes ill as a result of work for an employer other than the Berlin Water Works.

11.5 In the event of the death of an employee during the time while employee is still an active employee the Berlin Water Works, the entire amount of employee's accumulative sick leave will be paid to employee's designated beneficiary.

In no event shall any employee receive more than one hundred percent (100%) of their regular straight-time pay for illness or disability. Only one benefit can be applied at a time. The Berlin Water Works shall permit the employee on sickness or disability leave to supplement up to 100% of their regular weekly wage, by using the balance of their sick leave and vacation leave.

11.6 Sick Leave Notification of Return: Employees who are on sick leave are to notify their supervisor of their intended return to work, by 3:00 p.m. on the preceding day, if possible.

11.7 Sick Leave for Family Purpose: The granting of up to 1/2 day of sick leave with pay shall be authorized when there is illness or an emergency situation, involving a member of the employee's immediate family residing in the same abode or the employee's legal dependents, which requires the employee's attendance. Any additional time requested by the employee for immediate family emergency purposes must be authorized by their supervisor with concurrence by the Berlin Water Works Superintendent as per the Family Medical Leave Act of 1993.

ARTICLE XII WORKING RULES DISCIPLINARY PROCEDURES

12.1 Berlin Water Works may adopt rules for the operation of the Berlin Water Works and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.

12.2 It is agreed that Berlin Water Works has the right to discharge or discipline employees for just cause. No employee shall be penalized, disciplined, suspended or discharged without just cause.

12.3 All disciplinary actions shall be applied in the following manner and consistent with the infraction for which disciplinary action is being applied.

12.4 All suspension and discharges must be stated in writing with the reason stated and a copy given to the employee and the Union at the time of suspension or discharge or as soon thereafter as it is reasonably possible.

12.5 Disciplinary actions shall normally follow this order. However, disciplinary actions may be taken out of order, depending on the severity of the infraction.

- (a) A verbal warning;
- (b) A written warning;
- (c) Suspension without pay;
- (d) Discharge.

12.6 An employee may be suspended or discharged for, but not limited to, the following reasons:

- (a) Misconduct during employment;
- (b) Incompetence or inefficiency;
- (c) Failure to perform assigned duties;
- (d) Disobedience of a supervisor;
- (e) Under the influence of alcohol or other drugs or bringing alcohol or other controlled drugs on the job;
- (f) Conviction of a felony;
- (g) Failure to observe rules and regulations established by the Berlin Water Works;
- (h) Incompatibility with other employees;
- (i) Unauthorized absences from duty.

12.7 The service record of an employee shall be cleared of notices of disciplinary actions under Article XIII, 13.5 (a) after eighteen (18) months under 13.5(b) after two (2) years and under 13.5(c) after a period of three (3) years.

12.8 The use of Berlin Water Works-owned equipment on private property and private use of such equipment is not permitted and such a violation is subject to discipline.

**ARTICLE XIII
BEREAVEMENT LEAVE**

13.1 In the event of death in the family of an employee who has been in the employ of the Berlin Water Works for one (1) year or more, employee shall be granted time off to attend funeral services as follows:

13.1. a.) Bereavement leave of up to four (4) working days with pay* beginning from the day after the death shall be granted to an employee in the event of the death of employees:

- | | | |
|--------|---------|----------|
| Wife | Husband | Daughter |
| Father | Mother | Son |
| Sister | Brother | |

13.1. b.) Bereavement leave of up to three (3) working days with pay* between the date of the death shall be granted an employee in the event of the death of employee's:

- | | | | | |
|-------------|-------------|---------------|---------------|---------------|
| Grandfather | Grandmother | Grandchildren | Mother-in-law | Father-in-law |
|-------------|-------------|---------------|---------------|---------------|

13.1. c.) Bereavement leave on the day of the funeral with pay*, shall be granted to the employee in the event of the death of employee's:

- | | |
|------------------------|----------------|
| Spouse's Grandparents | Brother-in-law |
| Aunt/Uncle | Sister-in-law |
| Stepfather/Stepmother | |
| Stepbrother/Stepsister | |

In the case of the death of an above family member, except a spouse, who is a resident in the household of an employee, said employee shall be entitled to one (1) additional day of leave.

It is understood that those workdays that are a part of the bereavement leave must be regular straight time scheduled workdays for the employee.

*Employees may use up to an additional two (2) days of sick leave, with the approval of the Superintendent, upon request and preauthorization.

ARTICLE XIV MATERNITY LEAVE

14.1 In 1978, the United States Congress passed an Act, which forbids discrimination based on pregnancy, childbirth, or related medical conditions.

This maternity policy brings the Berlin Water Works into conformance with the Act and all Federal rules made under it. In general, the maternity policy follows the City of Berlin policy on disability leave.

(a) An employee on pregnancy related leave shall be accorded the same rights and benefits provided by other employees with long term or permanent disabilities. (This must be certified by a doctor's written analysis and the approximate duration of the leave must be stated.) This means the employee will be entitled to draw down the unused portion of accrued sick leave on a weekly basis. Any vacation leave will not be paid concurrently with sick leave. As per Berlin Water Works Policy, no employee on leave may draw in excess of 100% of their regular wages through any of the leave benefits of insurance policies provided by the Berlin Water Works and/or City of Berlin.

(b) Leave Available. The employee, in consultation with the Berlin Water Works Superintendent, will arrange for the use of maternity leave in the order given:

- (1) Sick leave;
- (2) Vacation leave;
- (3) Leave of absence with Berlin Water Works provided accident and sickness insurance benefits;
- (4) Leave of absence without pay.

(c) Any employee on an approved leave will be entitled to continue insurance benefits so long as employee is considered employed by the Berlin Water Works.

(d) Length of Time to be Used. The expectant mother may use up to four (4) months of combined paid or unpaid leave of absence as authorized by the Berlin Water Works Superintendent. Employee may start taking this at the seventh (7) month of pregnancy, but this is up to the employee's discretion. If employee does not return to work at the end of four months, employee will

be thought to have resigned employment with the Berlin Water Works. Final decision on leave of absence will be left up to the Berlin Water Works Superintendent and may be subject to change at the Superintendent's discretion.

(e) Notification. The employee must notify the Berlin Water Works Superintendent no later than two (2) months before the expected delivery date of the employee's decision regarding when maternity leave will begin and what leave will be used. The employee must notify the Berlin Water Works Superintendent within two (2) weeks after the delivery date as to the employee's estimate of the length of time that they will remain at home. Any decision on an extension beyond the four (4) months for unpaid leave of absence will be left up to the discretion of the Berlin Water Works Superintendent.

(f) The Berlin Water Works will consider the position filled by the employee during the grant leave period, and, in accordance with the Federal Law, will evaluate the impact of maintaining this position for the employee on leave by distributing the work load and meeting the priority responsibilities of the Berlin Water Works. While it is the Berlin Water Works's intent to have the employee return to employee's regular job, the final decision is subject to the workload evaluation. The employee will be required to present written medical approval indicating they are capable of returning to work and must notify the Berlin Water Works in writing at least two weeks prior to the date that they anticipate returning to work.

ARTICLE XV TIME PROVISION FOR UNION BUSINESS

15.1 At the beginning of each contract year, the Berlin Water Works will credit the Union Local #1444, AFSCME, AFL-CIO, for one man's pay for two (2) days to allow the officer and negotiating representative of the Union time for the negotiating and research necessary to bargain a new agreement before expiration of the present agreement.

15.2 Union representation shall be entitled up to 6 days per year with pay for official union business, training, or seminars that directly benefit the Local #1444 Union in Berlin. This time will be exclusive of Contract Negotiations. The Union President or other union members may be entitled to utilize this time. In all departments, except Public Works, one member may be on union business at a time. Department Heads must be informed in writing of all union leave. Union leave, other than that for Local #1444 business must be negotiated.

ARTICLE XVI LABOR REQUIREMENTS

16.1 In justice and fairness to the Berlin Water Works and its customers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties. It is also agreed that no Union work will be transacted during actual working hours except as provided for in the first step of the Grievance Procedure in Article XVIII, 18.1.

ARTICLE XVII GRIEVANCE PROCEDURE

17.1 A grievance is defined as a dispute or disagreement as to the interpretations or application of the specific terms and conditions of this Agreement.

The purpose of the Grievance Procedure shall be to settle between the Berlin Water Works and the Union on as low a level as practical and as quickly as possible so as to insure efficiency and promote employees' morale.

Failure by the employee to submit the grievance with the time limits specified in each step shall constitute an abandonment of the grievance. Failure by the Berlin Water Works to submit a reply within the specified time limits shall be treated the same as if the grievance had been denied and therefore may be appealed to the next step in accordance with the time limits provided herein. Any and all time specified in the grievance procedure may be waived by mutual agreement of the parties.

Employees may present individual or collective grievances to the Union who, as a representative of these employees, may present this grievance; but, if it is to be presented, it must be done within three (3) working days from the time of its alleged occurrence or whenever an employee becomes aware of its existence, in the following manner:

- (1) The aggrieved employee and shop steward shall verbally discuss the grievance with the employee's immediate supervisor. The immediate supervisor shall give a verbal answer to the employees' grievance within the next twenty-four (24) hours of the supervisor's work schedule.
- (2) - If the answer is not satisfactory to the employee, an appeal may be taken to the General Foreman (Department Head) by the aggrieved employee with the approval of the Union through its duly authorized representative, or agent, in writing, with an answer to be given within two working days. Said written grievance to be presented to be presented on a Grievance Form and said form shall provide clear identification of the grievant employee to include the employee's name, classification, hire date, work location by division and the name of his/her immediate supervisor. Said form shall be signed by the employee and the members of the Grievance Committee, members elected by the employees and/or representatives of the Union having the right to investigate all grievances.

Said Grievance Form shall provide adequate space so that a description of the grievance can be given, the specific section(s) of the contract alleged to be violated, the settlement desired, the signature and date of the employee, the signature of the Union representative, space for management's reply, the signature of the person representing management, the date, space for grievant to indicate whether or not said decision is or is not satisfactory to the grievant employee and space for said employee's signature and date to indicate same. The Grievance Form shall be prepared in two(2) copies with one going to the Union and one going to the Berlin Water Works. The General Foreman shall give a written answer to the employee's appeal within the next forty-eight (48) hours of the General Foreman's work schedule.

(3) – If the reply and decision given by the General Foreman (Department Head) is not satisfactory to the employee, an appeal may be taken to the Superintendent of the Berlin Water Works by the aggrieved employee and the Union Grievance Committee on the required Grievance Form; and said Superintendent after a hearing or hearings, shall give an answer within three(3) working days.

(4) - If the reply and decision given by the Superintendent is not satisfactory to the employee, an appeal may be taken to the Board of Water Commissioners of the Berlin Water Works by the aggrieved employee and the Union Grievance Committee on the required Grievance Form; and said Board of Commissioners shall hear the Grievance at their next regularly scheduled meeting after the hearing or hearings, shall give an answer within ten (10) working days.

(5) If the Board of Water Commissioners' decision is not satisfactory, the matter may be appealed to the American Arbitration Association. Upon written application by either party with a copy of said written application sent simultaneously to the other party. The Board of Arbitrators shall interpret and apply this agreement but they shall not have power or authority to add or subtract from this agreement. Their decision shall be final and binding on both parties and all parties agree to abide by the Board of Arbitrators' award

Each party shall bear the expense of its own representative(s), at the arbitration proceedings, and the expenses for the arbitrator's services shall be borne by the party against whom the arbitrator rules. The Arbitrator shall be required to designate this party in his/her decision.

Grievance Committee members elected by the employees and/or representative of the Union shall have the right to investigate all grievances.

ARTICLE XVIII PAID HOLIDAYS

18.1 Employees shall not be required to work on Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Christmas Day, New Year's Day, Thanksgiving Day, and Good Friday, but they shall receive eight (8) hours pay at their regular rate of pay. By mutual agreement between the Union and the Berlin Water Works, different holidays may be observed as long as only ten (10) paid holidays are taken in one (1) year. If any of these holidays fall on Sunday, then the following Monday shall be considered the holiday.

18.2 If, in the case of emergency, it becomes necessary for an employee to work on the Fourth of July, Labor Day or Christmas Day, Good Friday, Memorial Day, Columbus Day, Veteran's Day, Thanksgiving Day, New Year's Day or Floating Holiday, then, in that event, employee shall be paid time and one-half for all hours worked up to and including the eight (8) hours of work and time and one-half for all hours worked over these eight hours on the ten (10) paid holidays.

18.3 All employees must work scheduled workdays before and after holidays in order to be eligible for paid holidays, unless excused by the Berlin Water Works.

18.4 All paid hours on a holiday will be counted as hours worked for the purpose of determining the normal workweek.

18.5 Effective as of July 01, 1993, employees are entitled to select one (1) Floating Holiday per year at their regular rate of pay. Each employee must schedule and give notice to management at least one (1) week in advance of the date selected for their Floating Holiday. No Floating Holiday may be carried into the next contract year and a maximum of one (1) employee may take the same date as a Floating Holiday. Seniority shall be the determining factor for selection.

ARTICLE XIX VACATIONS

19.1 The Berlin Water Works agrees that any employee who has worked continuously for the Berlin Water Works shall be entitled to the following vacation schedule:

Length of Time Employed	Weeks Vacation Entitled
1 year to 7 years	2 weeks
8 years to 13 years	3 weeks
14 years to 17 years	4 weeks
18 years to 26 years	5 weeks
27 years to 32 years	6 weeks

(All personnel who have accrued vacation leave in excess of 6 weeks will be grand fathered and capped at their current level.)

19.2a. It is agreed that no vacation time can be accumulated and carried to the following year; and, if vacations are not acquired by the anniversary date of each year, they will automatically be canceled henceforth.

19.2b. In the event that a paid holiday falls during vacation period, Berlin Water Works shall compensate the employee with an extra day.

19.2c. Employees must have worked 1,200 hours at straight time in order to qualify for full vacation. Under 1,200 hours, vacation will be prorated according to time worked; except, if an employee is laid off by the Berlin Water Works, up to 400 hours shall be allowed as working in determining the employee's eligibility for vacation.

19.2d. In computing the hours worked, accident and sickness time for the purpose shall be included for a period of not more than one year.

19.2e. Berlin Water Works shall not be obligated for holiday pay to an employee who has rendered no service within sixty (60) days immediately prior to that holiday except in cases of sickness, disability and vacations.

19.3 In accordance with weekly quotas and the approval of the Berlin Water Works Superintendent, employees shall be entitled to select the first two (2) weeks of their vacation according to seniority and the following chart:

VACATION SELECTION QUOTAS CHART		
	MANNING LEVELS	
	0 – 6	7 – 8
1st Round Select two (2) weeks (PREFERRED)	1 Man/Week	2 Men/Week
2nd Round Select Remainder	1 Man/Week	1 Man/Week

Deadline for employee selection of first two weeks is February 1st of each year. After the senior employee has made their selection, the employees next in line of seniority shall then be given their choice to select two (2) weeks of their vacation, or one (1) week for those not entitled to two (2) weeks. Thereafter, employees with the most seniority shall then be entitled to select the balance of their vacation time. Vacations can be taken at any time during a calendar year.

19.4 In accordance with weekly Vacation Selection Quotas Chart and the approval of the Berlin Water Works Superintendent, employees shall be entitled to take one week of vacation as individual days.

ARTICLE XX FOREMAN SELECTION

20.1 The Berlin Water Works reserves to the Water Commission the right to select its Superintendent, General Foreman, and Assistant General Foreman for the department, giving preference to Berlin Water Works employees if qualified.

ARTICLE XXI PROTECTION OF PROPERTY AND EQUIPMENT

21.1 It shall be the responsibility of each employee having custody of any equipment and property to see to it that it is properly cared for, kept clean and returned to its place of storage at the end of each work day.

ARTICLE XXII NO STRIKE OR LOCK-OUT

22.1 The Union agrees that while this Agreement is in effect there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Berlin Water Works.

22.2 The Berlin Water Works, in return, agrees that there shall be no lock-out of employees by the Berlin Water Works.

22.3 It is especially agreed by the parties hereto that nothing contained in this section or any part of this Agreement shall be construed or used in a manner to form the basis of an allegation or violation of this Agreement for the purpose of supporting any legal or court action unless and until the parties so alleging or complaining have notified the other party thereto of the existence of the complaint or contention; and the latter party, after having been allowed A REASONABLE OPPORTUNITY TO CORRECT THE SAME, SHALL REFUSE TO DO SO.

ARTICLE XXIII WAGES

23.1 Employee Pay Grades --An employee Grade Plan comprising of six (6) grades with requirements for each Grade Number and legend for each step number is shown as follows:

MINIMUM REQUIREMENTS FOR BWW GRADE PROMOTION						
LOCAL #1444 EMPLOYEES - BWW					Unlimited	1 Position allowed
					SUPERVISORY GRADE	SUPERVISORY GRADE
EMPLOYEE GRADES	I	II	III	IV	V	VI
LICENCES - TREATMENT	-		-	-	1 (min)	2 (min)
		GRADE II				
LICENCES - DISTRIBUTION	-	NOT REQUIRED	1(min)	2 (min)	3 (min)	3 (min)
LABORER	L	AT THIS TIME	L	L	L	L
DUMP TRUCK OPERATOR	DT	-	DT	DT	DT	DT
HYDRANT & TAP PERSON	HYD & TP	-	HYD & TP	HYD & TP	HYD & TP	HYD & TP
METER READER & METER MAINTENANCE	MR & MM	-	MR & MM	MR & MM	MR & MM	MR & MM
EQUIPMENT AND VEHICLE OPERATOR	-	-	-	EVM	-	-

HEAVY EQUIPMENT OPERATOR	-	-	-	HEO	HEO	HEO
SCHOOLING - (REQUIRED TO ACQUIRE LICENSING)	-	-	-	VARIES	VARIES	VARIES
(2 YEARS MINIMUM SECONDARY SCHOOLING IS DESIREABLE FOR GRADE 5 AND GRADE 6 - REQUIRED BY NHDES)				VARIES	VARIES	VARIES
MINIMUM TIME REQUIREMENT IN GRADE (OR EQUIVELENT)	-		*2 YEARS	*2 YEARS	*2 YEARS	-

NOTES:

- EMPLOYEES AT ANY GRADE ARE EXPECTED TO HAVE AND USE SKILLS OF LOWER GRADES AS DIRECTED BY SUPERVISION.
- YEARS OF SERVICE/ SKILL LEVEL ACHIEVED MAY BE SUBSTITUTED FOR SOME EDUCATION REQUIREMENTS IF SO DETERMINED BY MANAGEMENT.
- TIME LIMITS ON MEETING REQUIRED LICENSE LEVELS MAY BE EXTENDED IF MANAGEMENT HAS NOT PROVIDED ADEQUATE TRAINING TIME AND/OR PROVIDING EMPLOYEE IS MAKING A GOOD FAITH EFFORT TO ACHIEVE LICENSING.
- PARTICIPATION IN THE TREATMENT LICENSING INCENTIVE RATES REQUIRES AN EMPLOYEE COMMITMENT TO SHARING IN DISTRIBUTION AND TREATMENT COVERAGE ROTATION WHEN QUALIFICATION IS DETERMINED.
- *- THE MINIMUM NUMBER OF YEARS REQUIRED IN GRADE III, IV, & V ARE GUIDELINES ONLY. MANAGEMENT MAINTAINS THE RIGHT TO PROMOTE EMPLOYEES THAT HAVE DEMONSTRATED THAT THEY ARE READY TO PROMOTE.

A brief description of each LEGEND symbol shown above is listed as follows:

LEGEND SYMBOL	DESCRIPTION
L	Laborer, including but not limited to; repair, replace, install water mains, hydrants, valves, service lines, drains, maintenance of dams, basket strainers, reservoirs, storage tanks, buildings-grounds and equipment maintenance, thawing of frozen pipes, etc.
DT	Dump Truck Operator (over 26,000 GVWR)
HYD & TP	Hydrant and Tap Person
MR & MM	Meter Reader & Meter Maintenance

HEO	Heavy Equipment Operator
EVM	Equipment and Vehicle Mechanic (including but not limited to equipment and vehicle maintenance)
UP(IT)	Utility Person In Training
D & T Coverage	(Grade V) Utility Person—tracing & leak detection, coverage person(unlimited)
D & T Coverage	(Grade VI) Distribution & Treatment (Limit 1)

It is understood that Berlin Water Works can assign any employee to various jobs and that said employee(s) will not receive an hourly step rate less than the Step Number assigned to their name shown above as a result of job assignments.

Employee must possess and maintain the essential skills and knowledge required to operate and maintain their Step Number and must hold and maintain licenses and certifications required by State and/or Federal Government. Failure to do so will be cause for the employee to be given a lower Step Rate.

23.2 Increase in Hourly Wages shall be as follows:

Effective 08/1/06	3.0%
Effective 08/01/07	3.0%
“ 08/01/08	3.0%
“ 08/0109	3.0%
“ 08/01/10	3.0%

23.3 PROPOSED: Leader Rate:

- (1) The Leader rate will be paid for “forced account” work on water main and service line installations only regardless of size of project.
- (2) The senior qualified employee desiring this position must accept position for the annual construction season. At the beginning of each construction season, employees will determine their position.
- (3) The Leader rate will be paid when the General Foreman determines that it is required and the union reserves the Right to Grieve if they feel the Leader Rate is paid unfairly.
- (4) The leader rate will be paid only when an employee has been performing the required duties for one (1) or more hours in any given shift 11-7, 7-3 and 3-11.
- (5) All employees will be responsible for project crew safety. The employee being paid the leader rate will be the crew supervisor and thereby responsible for project safety, project site housekeeping, time management of (start, stop, break times, etc), crew productivity and quality, record keeping (such time, materials used and required, ties,

- all pertain "as built required information, etc.), project planning for next day(s).
- (6) The crew leader will report to the General foreman and/or the Assistant General foreman.
- (7) The Leader rate will be \$0.35/ hour for the duration of "forced account work" and the duration of this contract. The rate will be renegotiated at the next contract. and in accordance with the following rate table:

RATE TABLE AND EFFECTIVE DATE					
GRADE NO.	Signing	08/01/07	08/01/08	08/01/09	08/01/10
Grade 1	15.70	16.17	16.66	17.16	17.67
Grade 2	15.83	16.30	16.79	17.29	17.81
Grade 3	16.02	16.50	17.00	17.51	18.04
Grade 4	16.41	16.90	17.41	17.93	18.47
Grade 5	16.55	17.05	17.56	18.09	18.63
Grade 6	16.80	17.30	17.82	18.35	18.90

For Maintenance Technician II Licensing, Rick McKenzie will be paid \$.20/hr. effective at the Contract Signing. When Rick McKenzie's employment ends with Berlin Water Works this rate will no longer exist.

23.4 License Incentives

INCENTIVE RATE - FOR GRADE LEVEL ACHEVED			
LICENSE LEVELS	DISTRIBUTION		TREATMENT
1	\$	0.05	\$ 0.05
2	\$	0.15	\$ 0.15
3	\$	0.30	\$ 0.30
4	\$	0.50	\$ 0.50

* NO LIMIT ON NUMBER OF LEVELS OR EMPLOYEES

*INCENTIVE RATES FOR EACH LEVEL AND FOR DISTRIBUTION AND TREATMENT ARE CUMMULATIVE.

Incentive rates for treatment and Grade 5 and Grade 6 will not be paid to employees who are not training for coverage or do not intend to participate in coverage. An employee choosing not to

participate in the in Distribution and Treatment coverage shall not promote past grade IV into the Supervisory Grades V and Grade VI. and will not be paid grades V or VI. The number of Grade V is unlimited, there will be only one(1) Grade VI Position.

An employee choosing not to participate in the Distribution and Treatment coverage shall be receive an annual longevity payment as follows:

23.5 Longevity: Effective 8/1/06, a bargaining unit member who has completed seven(7) through fourteen(14) years of service as of August, shall receive, in addition to all other compensation, three hundred(\$300): upon completion of fifteen(15) through twenty-four(24) years of service, three hundred seventy-five dollars(\$375): and upon completion of twenty-five(25) or more years of service, four hundred fifty dollars(\$450). Thus, after twenty fifth (25th) year, longevity compensation would be \$300+\$75+\$75=\$450.

Effective 8/1/09, a bargaining unit member who has completed seven(7) through fourteen(14) years of service as of August, shall receive, in addition to all other compensation, three hundred seventy-five(\$375): upon completion of fifteen(15) through twenty-four(24) years of service, four hundred fifty dollars(\$450): and upon completion of twenty-five(25) or more years of service, five hundred twenty-five dollars(\$525). Thus, after twenty fifth (25th) year, longevity compensation would be \$375+\$75+\$75=\$525. Payment is made in a lump sum and once a year only during the month of August. Any bargaining unit member who becomes newly eligible For longevity or reaches a new level of longevity after August 1st, will receive longevity or an increase in longevity effective the following August.

23.6 Supervisory T & D Coverage

NORMAL SUPERVISORY TREATMENT AND DISTRIBUTION COVERAGE WEEK CONSISTS OF:

	<u>MON.</u>	<u>TUE.</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>	<u>SUN</u>	Hours Pd.	Hours Worked	Carry Page
	WK/CV	WK/CV	WK/CV	WK/CV	WK/CV	CV	CV	40	40	7 Days
	16	16	16	16	16	24	24			128
Pager Rate:	Y	Y	Y	Y	Y	Y	Y			7Y

AGREEMENT DETAILS

1. Employee paid hourly rate for carrying the pager – 128 /week @ \$1.56/hr = \$200.00 per week
2. Employee paid @ 1.5 x for all hours worked over 8 hours/day
3. Employee paid @ 1.5 x for all hours worked over 40 hours/week
4. All Call-Ins during week of carrying pager will be 2 hour call-in minimums
5. For all overtime worked during the week of coverage the employee will have choice of pay or save as comp. time. Only “COVERAGE” or SALARIED GROUP WORK” related work to apply to “COMP. TIME BANKING” NOTE: all union bargaining unit work will not apply to “COMP. TIME BANK”
6. Employee will be able to save up to (Schedule below) hours in COMP. TIME BANK .

YEAR	1	2	3	4	5
HOURS	20	25	30	35	40
7. There is a one year (365 days) time limit on use of time earned for “COMP. TIME BANK,

8. IF/WHEN "COMP. TIME is not used within one year of time earned, then hours will be paid at straight time rate.
 9. During Saturday and Sunday of coverage week – up to 4 hours/day(2) will be worked to earn – ONE – (1)- COMP. DAY. All coverage employees (hourly and salaried) will resolve Call-In issues of a minor nature rather than additional Call-Ins – For e.g. Closing valves.
 10. Initially – New coverage employees will have a 2nd call Back-up for up to – 2 call weeks of coverage (then 50/50 split of \$200.00) if Back-up is required.
 11. The \$200 weekly "PAGE RATE" will be adjusted by contractual percentage increases after the first year of the agreement.
 12. For local 1444 employees that are determined to be not qualified or if the employee waivers off the salaried coverage schedule, then no "treatment licensing incentives" will be paid to that employee.
 13. Coverage Rotation will be distributed equally and fairly with all qualified Berlin Water Works employees.
- 23.7 The Berlin Water Works will reimburse the license fees for existing licenses and certifications required by the State and the Berlin Water Works for bargaining unit members, except in the case of driver's licenses, the Berlin Water Works will reimburse for CDL portion of the license renewal only.
- 23.8 Paychecks will be available to each employee of the Water Works each Thursday at the Storehouse at noon. The Union is on notice that disciplinary action will be taken for inappropriate activities by employees, such as cashing their check while on Berlin Water Works time.

The Berlin Water Works agrees to supply a weekly computation of accumulated earnings to each employee.

ARTICLE XXIV GROUP INSURANCE

- 24.1 The Berlin Water Works will pay the entire premium for a group life insurance program administered by the City of Berlin with benefits not less than those now in effect. An employee may keep \$7,500 of life insurance after retirement by the employee paying the difference in premium after the Berlin Water Work's prepaid amount. Effective after November 1, 1991, the amount of life insurance provided by the Berlin Water Works shall be \$13,000 per employee. The Berlin Water Works shall provide group accident and sickness insurance coverage administered by the City of Berlin with a maximum weekly benefit of \$350 per week.
- 24.2 The Berlin Water Works and the Union agree that a retired employee who files the appropriate conversion forms, maintain the \$7,500 life insurance as stated above, at their cost, or can maintain the current \$5,000 life insurance level which is paid by the Berlin Water Works. Those retirees electing the \$7,500 level will have the value of the \$5,000 premium applied to the larger benefit to reduce the employee's cost.

**ARTICLE XXV
CITY HEALTH INSURANCE PLAN**

25.1 The Berlin Water Works will provide the Primex Harvard Pilgrim POS High Option health insurance coverage to eligible Local #1444 members or such other plan as is mutually agreed upon. An eligible bargaining unit member desiring coverage beyond the agreed upon level must pay the additional costs beyond the agreed upon level. The Berlin Water Works will contribute 85% of the Primex Harvard Pilgrim POS High Option premium or such other mutually agreed upon plan with the employee contributing 15% through payroll deduction in the first year of the contract. Effective 7/1/07, the Berlin Water Works will for the remaining life of the contract contribute 80% of the Primex Harvard Pilgrim POS High Option or such other mutually agreed upon plan with the employee contributing 20%. --The amount of the premium co-pay paid in the final year of the contract will remain locked until renegotiated.

25.2 Berlin Water Works will allow its employees to participate in a Section 125 contributory plan, as provided by the City of Berlin, in accordance with all federal and state regulations or laws for the employee portion of the premium payments.

25.3 The Berlin Water Works and the Union agree that any full-time regular employee covered by the medical insurance may elect annually to waive their right to Berlin Water Works-provided medical insurance coverage. When so elected in writing to the Berlin Water Works Office Manager, they shall receive a payment equivalent to fifty percent (50%) of the single person plan premium in effect at the time to be paid in two (2) installments, in January and July, so long as they remain a regular full-time employee of the Berlin Water Works. Any payment made above shall be pro-rated to determine if the employee is due any further payment or is required to make a refund for such payment, to be reconciled in their final paycheck.

**ARTICLE XXVI
RETIREMENT PLAN**

26.1 The Berlin Water Works employees will be members of the New Hampshire State Retirement System.

26.2 Sixty-five percent (65%) of an employee's accumulative sick pay will be paid to the employee upon employees retirement from active service to the Berlin Water Works.

**ARTICLE XXVII
EARLY RETIREMENT PLAN**

27.1 The Berlin Water Works will make a special early retirement program available to its employees. A participating employee will receive, in addition to all accrued retirement benefits, fully-paid health insurance, subject to the same employee participation in premium increases under Article 26.1, with benefits not less than those now in effect from the early retirement age of sixty-two (62) until employee reaches age sixty-five (65), plus one hundred (100%) percent of sick pay accrued at time of the early retirement and all accrued vacation pay.

27.2 In order to participate, an employee must take a non-disability retirement within thirty (30) days following employee's sixty-second birthday. If any unavoidable delays in receipt of retirement benefits occur, the employee may continue to work until payments begin or until his sixty-sixth birthday shall be reached.

27.3 Mandatory retirement will be according to federal law.

ARTICLE XXVIII ENTIRE AGREEMENT IN WRITING

30.1 28.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE XXIX NO WAIVER OF PERFORMANCE

29.1 The failure of the Berlin Water Works or the Union to insist on anyone or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the Berlin Water Works or the Union to future performance of any such terms or conditions; and the obligations of the Berlin Water Works and the Union to such future performance shall continue in full force and effect.

ARTICLE XXX MANAGEMENT OF BERLIN WATER WORKS

30.1 The Berlin Water Works, subject only to the language of this Agreement, reserves to itself, full jurisdiction and authority over matters of policy in accordance with applicable laws and regulations.

ARTICLE XXXI SEVERABILITY

31.1 Should any Federal, State, or Local Law cause any portion of this agreement to be illegal, than the balance of this agreement shall continue in full and effect.

ARTICLE XXXII SPECIAL LICENSING

32.1 Department of Transportation and hazardous material regulations will be considered when transportation of questionable substances is to occur. Determination is to be made on an individual basis.

**ARTICLE XXXIII
DATES AND EXECUTION OF AGREEMENT**

33.1 This Agreement shall become effective after the signing of the parties thereto and shall remain in full force and effect until July 31, 2011, and thereafter from year to year until terminated. It may be terminated at the end of the contractual period by notice in writing by one party served (30) days in advance of termination upon the other party.

Signed the 01 day of August 2006

FOR THE Berlin Water Works:

Richard Thomas
Water Commissioner

Lillian F. Longenecker
Water Commissioner

Paul W. Butler
Water Commissioner

for Robert Delisle
Water Commissioner

Theresa C. Gessard
Witness to above signatures:

FOR THE UNION:

Ormal Laly
President, Local 1444

Ibva Mackenzie
Berlin Water Works Shop Steward

Bryan Tomlinson
Union Representative

NR
Executive Director

Roland Kiser
Superintendent of Berlin Water Works

33.2 Following signature of this Agreement, a pocket size copy will be printed and distributed to each covered union member.

**ADDENDUM I
PAYROLL DEDUCTIONS FOR UNION'S INSURANCE CARRIER**

The Berlin Water Works agrees to work with the Union and upon employee authorization will make weekly payroll deductions and remit said deductions to the Union's insurance carrier on a monthly basis.

**ADDENDUM II
WORKFARE GUIDELINES FOR C.O.B. AND LOCAL 1444**

- 1) Supervision of workfare assignees shall be by Managements' personnel or by contractual understanding. (A plus rate of \$.32 per hour will be paid to any bargaining unit member or per contract; excluding foreman, who is willing to supervise more than two workfare assignees.)
- 2) The City will make a reasonable effort to place workfare assignees in all City Departments as well as those departments covered by Local 1444.
- 3) The City agrees not to assign any workfare assignees to operate any power tools, except as needed to accomplish work listed below, any City vehicles or any light or heavy equipment.
- 4) The Berlin Water Works covered by Local 1444 offer the following list of assignments for workfare assignees.

BERLIN WATER WORKS

- a) Any building and ground maintenance at the water treatment plants, administrative offices and out stations and other assignments so long as work being done does not conflict with the collective bargaining agreement.
- b) There shall be no retribution from City Management or bargaining unit members for the requested use of workfare assignees.

NOTE: UNIFORMS ISSUE: WILL BE ADDED TO CONTRACT ONLY IF MADE MANDATORY BY BOARD.