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WAGE AND WORKING AGREEMENT
BETWEEN
THE CITY OF SOMERSWORTH, NEW HAMPSHIRE
AND WATER/WASTEWATER
EMPLOYEES ASSOCIATION
July 1, 2010 to June 30, 2011

WATER AND WASTEWATER EMPLOYEES ASSOCIATION

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WAGE AND WORKING AGREEMENT BETWEEN

THE CITY OF SOMERSWORTH, NEW HAMPSHIRE
AND
WATER AND WASTEWATER EMPLOYEES ASSOCIATION

ARTICLE I – WORKING AGREEMENT

1.1 This agreement is between the City of Somersworth and the Water and Wastewater Employees Association, a bargaining unit recognized by the NH Public Employee Labor Relation Board.

ARTCILE II – MANAGEMENT RIGHTS

2.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

2.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

A. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
B. To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.
C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
D. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures.
E. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
F. To assign and distribute work.
G. To assign shifts, workdays, hours of work, and work locations.
H. To determine the need for and the qualifications of new employees, transfers, and promotions.
I. To discipline, suspend, demote or discharge an employee for just cause.
J. To determine the need for additional educational courses, training programs, on-the-job training and cross-training.

2.3 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

ARTICLE III - SAVINGS

3.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE IV – DEFINITIONS

4.1 Anniversary Date.
The anniversary date of an employee is the first full day of the employee's current employment by the City and is used to calculate length of service. The date normally will be adjusted to correct for unpaid leaves of absence, broken service or, with the consent of the employee, for other good cause.

ARTICLE V – PERSONNEL RECORDS

5.1 Official personnel records will be kept in the office of the City Manager or some other location the Manager may designate. The official record will include such items as employment application, personnel transactions (when completed), evaluations, disciplinary records and the like. Departments will retain copies of necessary documents in their offices. The official personnel record and all copies of their contents are restricted to access by the City Council, City Manager, department head, supervisor and the employee unless the employee approves its disclosure to other persons.

ARTICLE VI- HIRING, PROMOTION, TRANSFER AND LAYOFF

6.1 Probation.
Newly hired and promoted employees will serve on probation for twelve (12) months to evaluate their suitability for service in their new position.

At any time during the probationary period, a newly hired person can be dismissed.

An employee who has been promoted, but has shown during the probationary period to not be suitable in the new position, may be returned to their former position.

6.2 Transfer.

If an employee possesses the qualifications to fill a vacant position and wishes to transfer from his/her present department to another department, he/she may apply for such opening. Approval of the transfer rests with the department heads involved.

A department head may layoff an employee in the service of the City by reason of shortage of work and/or funds, abolition of the position, other material changes in the organizations, or for other reasons beyond the employees control and which did not reflect discredit upon the service of the employee.

No employee will be laid off while another person in the same class in the same department is employed on a probationary or temporary basis. Layoff of employees will be made on inverse order of employment in the class and department involved. A department head will give written notice to the employee of any proposed layoff and the reasons thereof, two (2) weeks before the effective date of the action.

ARTICLE VII – COMPENSATION

7.1 Overtime.

Each employee shall be paid at a rate of one-and-one-half times normal salary for all hours exceeding eight (8) hours per working day and/or forty (40) hours per week. All holidays shall be paid at a rate comparable to normal salary, except, for holidays worked, which will be paid at straight time plus one-and-one-half times normal salary.

At the discretion of the employee, compensatory time off may be granted rather than overtime pay. If an employee works more than forty (40) hours in a week, compensatory time off not taken during the same pay period accumulates at the rate of one-and-one-half times the time actually worked. On holidays it accumulates at straight time plus one-and-one-half times normal hours worked. Compensatory time off only applies to time to be taken in a pay period after the period when the overtime is worked. Compensatory time may be accumulated and carried forward to the following year to a maximum of sixty (60) hours.

7.2 Recall.

Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid a minimum of three (3) hours at the rate of time-and-one-half (1½) times the normal rate of pay. The three (3) hour minimum shall not apply to time of one (1) hour or less worked immediately prior to and contiguous to the employee's normal workday (early calls) or to time worked immediately after and contiguous to the employee's normal work day (holdovers).

If, upon completion of duty, the employee returns home and is again recalled, the employee shall receive an additional three (3) hours minimum for each subsequent call back.

7.3 Carrying Pager; SCADA.

Any employee who carries a pager shall receive sixteen dollars ($16.00) per day. The employee must keep himself available to report to work within thirty (30) minutes of the time called.

The person assigned SCADA shall receive forty dollars ($40.00) per day. While on SCADA assignment, an employee shall not be eligible for any recall or call-in unless called back to City facilities.

7.4 Snow Days.

In the event of severe weather conditions the City Manager shall decide if there will be work or not (with pay) and if the employees should be dismissed for the day with pay.

ARTICLE VIII – SHIFT

8.1 A. Operators shall work a forty (40) hour work week, five (5) days a week schedule. Employees regular work schedule is Monday through Friday. Any changes in this schedule will be discussed in advance of such change. A premium of $.35 per hour for all hours worked after 11:00 p.m. on Friday and before 11:00 p.m. on Sunday will be paid. Operators working a second shift will receive a shift premium of $.40 per hour. Operators working a third shift will receive a shift premium of $.50 per hour. Any change in work schedule shall be negotiated with the employee.

B. The workday shall be for eight (8) hours, which will include a twenty (20) minute lunch break and two (2) ten (10) minute coffee breaks per shift.

C. The workday shall be divided as agreed prior to employment.

D. Cleanup time shall be granted to employees prior to the end of the workday. The work schedule shall be arranged so that employees may take advantage of this ten (10) minute period.

ARTICLE IX - TRAVEL

9.1 Employees will be reimbursed for authorized expenses incurred when traveling on behalf of the City. If such travel involves the use of a personal vehicle, mileage reimbursement shall be made at the Federal allowable rate. Additionally, the City shall reimburse authorized employees for the reasonable cost of meals.

ARTICLE X – TRAINING & EDUCATIONAL INCENTIVES

10.1 A. An employee may be required to participate in job related training programs. The City will pay for required training and time spent in this training will be paid at the same rate worked at in the employee's regular position. Training or schooling undertaken by an employee on his/her own time, which the City determines to be in the City's best interest, the

employee will be reimbursed for one hundred percent (100%) of the cost of schooling or training. In the case of schooling for a degree the City should reimburse the employee the full cost of course, providing the employee passes with a grade of C or above and that they will stay with the City for one (1) year after completing the course. If an employee should leave employment with the City before completion of one (1) year, the repayment schedule is as follows:

Course completion:	3 months	=	100%
3 months	6 months	=	75%
6 months	9 months	=	50%
9 months	12 months	=	25%

B. Commencing the effective date of this contract, the City agrees to provide the following educational incentives in addition to the employee's regular salary.

i) $150.00 for completion of 15 ceu's or 15 semester hours
ii) $300.00 for completion of 30 ceu's or 30 semester hours
iii) $450.00 for completion of 60 semester hours
iv) $600.00 for completion of Bachelor's Degree

Payment in accordance with this article shall be made upon appropriate documentation being supplied by the employee to the department head and will be paid annually thereafter.

ARTICLE XI – ADDITIONAL JOB RELATED LICENSES

11.1 Employees who obtain licenses to enhance their knowledge and value to the City without being required to, shall receive the dollar amounts as stated below annually, after appropriate documentation is supplied to the department head.

Grade 1 Operator	=	$200.00
Grade 2 Operator	=	$300.00
Grade 3 Operator	=	$400.00
Grade 4 Operator	=	$500.00

Master & Journeyman Electrician, Journeyman Plumbing, Grade I Welding, Carpenter and other trade licenses will equal the Grade 4 license. If a person has more than one (1) license he/she shall receive the proper amount for each license. No employee will receive additional compensation for more than two (2) special skill licenses.

ARTICLE XII – HOLIDAYS

12.1 All employees shall be granted twelve (12) paid holidays per year at the convenience of the department. As an alternative, an employee may elect to be paid at straight time rates for up to twelve (12) holidays. Effective 07/01/90, holidays shall be as follows:

New Years Day
Martin Luther King Day
Memorial Day (State Holiday)
Independence Day
Four (4) Floating Holidays
Labor Day
Thanksgiving Day
day after Thanksgiving
Christmas

When a holiday falls on a Sunday, the following Monday is observed as the holiday. When a holiday falls on a Saturday, the preceding Friday is observed. Any employee required to work on a holiday will receive time-and-a-half for the time worked in addition to holiday pay (8 hours straight pay) for that day.

To receive holiday pay, an employee must work the scheduled working day before and after the holiday unless on authorized leave.

ARTICLE XIII – SICK LEAVE

13.1 A. Sick leave without loss of pay shall be granted at the rate of 1.4166 days per month of service (17 days per year), with maximum accumulation of one hundred fifty (150) days. Effective July 1, 2007, the sick leave accrual rate shall be 1.3333 days per month (16 days per year), and effective July 1, 2008, the sick leave accrual rate shall be 1.2500 days per month (15 days per year). Sick leave for employees hired after [the date of City Council approval of the CBA] will be governed by the City's Personnel Plan, as may be modified at the sole discretion of the City Council. It is the intent of the parties to this Agreement that members of this bargaining unit will be treated no differently with respect to his provision than other employees of the City governed by the Personnel Plan.

B. Where an employee has not utilized any sick hours within a given three (3) month period and the employee has at least one hundred forty-four (144) hours previously accumulated the employee shall earn one (1) personal day in addition to the sick days earned.

C. Sick leave may be taken as whole days or in hourly increments. It may be used for bonafide doctor's appointments or to care for a spouse or child who is ill.

D. Upon termination of employment, employees will be eligible to receive fifty percent (50%) of accumulated sick leave hours to a maximum of seventy-five (75) days.

E. If an employee dies, sick leave accrued will be paid to the beneficiary designated on the employee's group Site insurance policy.

F. To receive compensation while absent on sick leave, the employee shall notify his/her supervisor, not later than one (1) hour after the time set for the beginning of his/her daily duties. If an employee misses three (3) consecutive working days, the employer may require a doctor's certificate. If the department head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days.

G. In the event an employee should be out of work because of a work related injury, the employee will be paid the difference between his regular base pay and the pay he has received under Worker's Compensation for a period not to exceed twelve (12) months.

H. Any employee not able to perform his/her duties due to a non-job related injury or illness, as determined by a physician to the satisfaction of the department head, will have his/her position retained for him for a period of forty-five (45) days following the expiration of his accrued sick leave.

The privilege shall be limited to those employees in good standing and who have completed the twelve (12) months probationary period. After such period, that person shall be re-hired as openings in position and schedule allows, subject to physical examination and disability determination by a physician acceptable to the City.

ARTICLE XIV – VACATION

14.1 Employees are eligible for the following schedule of vacation days:

6 months to 1 year	- 5 days	after 9 years	- 17 days
after 2	- 10 days	after 11 years	- 18 days
after 5	- 12 days	after 13 years	- 19 days
after 6	- 14 days	after 15 years	- 20 days
after 7	- 15 days	after 20 years	-25 days

Requests for vacation leave shall be submitted at least fifteen (15) days in advance.

Conflicts in requested days shall be resolved on basis of seniority.

ARTICLE XV – SPECIAL LEAVE

15.1 Emergency Leave.

A. Bereavement leave of three (3) working shifts with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of death of the employee's:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law

B. Bereavement leave of one (1) day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of the employee's:

Grandmother	Grandfather

15.2 Jury/Witness Duty.
If called for jury duty or as a witness for the City, the City will pay the difference between the employee's regular rate and the amount paid by the Courts. Such payment will be made upon verification of court payment.

15.3 Maternity Leave.
Maternity leave will be allowed an employee for the period of the leave caused by pregnancy or childbirth. The employee will be returned to the same or comparable position at the end of the leave unless business necessity makes that impossible or unreasonable.

15.4 Military.
Any full-time employee who is on active reserve in any branch of the military service will be granted fifteen (15) days leave of absence per year without loss of pay provided the employee pays over to the City of Somersworth all military pay earned as a result of the fifteen (15) days absence. In all other respects, the City will comply with the federal Uniformed Services Employment and Reemployment Act (USERRA) in connection with the employment of current or former military personnel.

15.5 Other Leaves of Absence.
Other leaves of absence may be granted, with or without pay, by the department head when in the best interests of the City. Vacation and sick leave will not accumulate during a leave of absence without pay.

ARTICLE XVI – CLOTHING

16.1 All benefits that regard clothing will be provided by the City with approval from the department head. If an employee should leave the employment of the City before one (1) calendar year, he/she will pay for uniforms on a prorated basis. After one (1) calendar year, no reimbursement will be necessary.

A. The employer shall provide all new employees, after completion of their probationary period, with a complete set of uniforms. These uniforms shall be the property of the City. Such sets shall consist of:

5 shirts	3 pants
1 jacket	1 pair work boots or work shoes

All emblems to be affixed to above.

B. The employer also agrees to provide, annually:

3 shirts	3 pants
1 jacket	1 pair work boots or work shoes

All emblems to be affixed to above.

C. The employer agrees to pay to the Water Department employees a cleaning allowance of fifty dollars ($50.00) a quarter.

In the case of Lab personnel the clothing allowance items may be deviated from, however, the total allotment shall not exceed that of equal value of every other employee per calendar year.

Work boots or work shoes shall be OSHA approved, able to withstand sludge, acid, grease and overall plant conditions and process chemicals. Each employee shall receive up to two (2) pairs per calendar year. The maximum reimbursement is one hundred fifty dollars ($150) per pair. Lab shoes to be OSHA approved but no need for steel toes.

ARTICLE XVII – PHYSICALS

17.1 The City will reimburse each employee for an annual complete physical, at the employee's choice at his/her own family physician or where the employer has a place in contract whereby all physicals shall be provided by a specific source. If the employee goes to his/her family physician the reimbursement shall be for the amount that is charged at the employer's place of contract; anything above that the employee is responsible for. Employees shall submit the cost of the physicals to their health insurance carrier. Reimbursement by the City shall not include any payments made by insurance coverage. Complete physicals shall be at the discretion of said physician. Results of the physical will go to the City's Personnel Department to be put on file and to the employee.

ARTICLE XVIII – SAFETY

18.1 The employer shall have the right to make regulations for the health and safety of its employees during their hours of employment. However, it shall be the duty of the employer to insure that safety equipment is available and accessible to all employed as the needs arise.

The employee agrees to exercise due care in the use and storage of the equipment, all replacements of previously issued equipment shall be made only when an item is turned in or exchanged for the one issued.

The employer agrees to maintain a safe and healthful work place.

ARTICLE XIX – MEDICAL INSURANCE

19.1 Eligible full-time employees may participate in the Blue Cross/Blue Shield Comp 100 MC-PD, or other equivalent plan currently provided for employees and their families. The City will pay 100% of the premium for the individual employee. For 2-person and family coverage, the employee will pay twenty percent (20.0%) of the monthly premium cost in excess of a single person coverage.

Employees may choose Matthew Thornton as an option, The City will pay up to the same dollar amount toward the Matthew Thornton plan as they pay towards the BC/BS Comp 100 MC-PD plan.

Effective July 1, 2007, health insurance provisions for employees in this bargaining unit will be determined by the City's Personnel Plan, including the plan(s), the carrier(s) and the employee's share of the premium, as may be modified at the sole discretion of the City Council. It is the intent of the parties to this Agreement that members of this bargaining unit will be treated no differently with respect to his provision than other employees of the City governed by the Personnel Plan.

19.2 DENTAL INSURANCE

Eligible full-time employees may participate in the Delta Dental Option 4A or other equivalent plan currently provided for employees and their families. The City will pay 100% of the premium for the individual employee. For 2-person and family coverage the employee will pay 20% of the monthly premium cost.

ARTICLE XX – LIFE INSURANCE

20.1 All full-time employees will be entitled to life and disability insurance coverage as determined by the City's Personnel Plan, including the plan(s), the carrier(s) and the employee's share of the premiums, as may be modified at the sole discretion of the City Council. It is the intent of the parties to this Agreement that members of this bargaining unit will be treated no differently than other employees of the City governed by the Personnel Plan.

Any person who has retired from City service with twenty-five (25) years or more service shall receive life insurance as provided above.

ARTICLE XXI – LONGEVITY

21.1 For Association members hired before July 1, 1993, the City shall pay, annually in the first full pay period in December, longevity to all Association members according to the following schedule:

Five (5) years	$208.00
Ten (10) years	$416.00
Fifteen (15) years	$624.00
Twenty (20) years	$832.00
Twenty-five (25) years	$1,040.00
Thirty (30) years or more	$1,248.00

Association members hired after July 1, 1993 are not eligible to receive this benefit.

ARTICLE XXII – DISCIPLINE AND DISMISSAL FOR CAUSE

22.1 Employees are obliged to follow this Agreement and to carry out their duties as required by state law, City ordinances and the directives of management. Deliberate

failure to properly perform the duties and functions of a person's position render that person liable to disciplinary action. Included in all employees' duties is the requirement to render efficient service to the public in as pleasant a manner as circumstances permit.

22.2 Discipline.
In this bargaining unit shall be governed by the discipline provisions of the City's Personnel Plan, as may be modified at the sole discretion of the City Council. It is the intent of the parties to this Agreement that members of this bargaining unit will be treated no differently with respect to this provision than other employees of the City governed by the Personnel Plan.

22.3 Suspension.
A department head or appointing authority may suspend an employee without pay for not more than five (5) working days due to inefficiency, incompetence, misconduct, negligence, insubordination, or for other sufficient cause, a written statement setting forth the reasons for such action will be filed with the Personnel Officer. Suspension for a longer period requires the approval of the City Manager.

22.4 Dismissal.
Dismissals are discharges or separations made for misconduct, inefficiencies, or other just cause. Any dismissal must be reviewed by the City Manager prior to becoming final. A written statement setting forth the reasons for such actions will be filed with the Personnel Officer.

22.5 Causes for Immediate Removal.
Employees may be dismissed immediately for serious forms of misconduct, subject to the requirements of just cause. The following are examples of misconduct warranting immediate dismissal.

1. Willful and gross neglect of duty
2. Insubordination or serious breach of discipline
3. intoxication while on duty
4. Chronic or excessive absenteeism
5. The conviction of a felony
6. Willful damage to public property
7. The use or attempt to use one's authority or official capacity to obtain special or preferential treatment from any person or firm.

ARTICLE XXIII – GRIEVANCE AND APPEAL

23.1 The following process is used to determine the merit of a grievance.

STEP ONE-DEPARTMENT HEAD REVIEW

A grievance must be submitted by the person who believes himself/herself to be improperly treated, or by someone designated by that person, within ten (10) working days of becoming aware of the condition leading to the grievance. The grievance must contain a statement of how the grievant believes his/her rights have been violated and must say what action he/she believes

the City should take to correct the grievance. The employee must sign the original grievance filed with the department head.
Within ten (10) working days of receiving the grievance the department head will conduct an informal inquiry and give a decision in writing not later than the tenth (10) day. The time requirements under this step may be extended by mutual consent of the department head and the employee and/or the designated representatives.

STEP TWO-PERSONNEL OFFICER REVIEW (City Manager or designee) if the aggrieved person is not satisfied with the decision of the department head, or if no decision has been rendered within the ten (10) day period as defined above, the employee may appeal in writing to the Personnel Officer within ten (10) working days of the receipt of the department head's decision, or that day upon which such decision should have been rendered provided, however, that the aggrieved employee sets forth the specific reasons for such appeal and the terms and conditions of this plan and the specific areas which the employee feels have been violated.

The Personnel Officer, or the designated representative, will hold an administrative hearing concerning the grievance within ten (10) working days of receipt of the aggrieved employee's appeal. The Personnel Officer will decide the grievance based upon the information supplied and any further information that he/she may request during, or subsequent to, the hearing. The Personnel Officer will render a decision in writing within ten (10) days from the close of the hearing, said procedure to take not more than twenty (20) working days from the receipt of the original grievance by the Personnel Officer.

STEP THREE – ARBITRATION
If the decision of the Personnel Officer does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the City of such request within ten (10) days of receipt by the Union of the Personnel Officer's decision. The following procedure shall be used to secure the services of an arbitrator.

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following the date the request for arbitration was received by the City, the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
B. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request a second roster of names.
C. If the parties are unable to determine a mutually satisfactory arbitrator from the second list within ten (10) days of the receipt of such list, the American Arbitration Association may be requested by either party to designate an arbitrator.
D. Neither the city nor the Union will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.
E. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all of the terms of this agreement. He shall have no power to add to, delete from, or modify in any way the provisions of this agreement. The arbitrator may ward a "make whole recommendation", but may apply no penalty payments.

F. The decision of the arbitrator shall be final and binding on the parties. Either party may appeal the arbitrator's decision in accordance with the provisions of RSA 542.

G. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense and the cost of the hearing room shall be borne equally by the City and the Union. Any other expenses shall be paid by the party incurring same.

ARTICLE XXIV – WAGES

24.1 Effective on the date of City Council approval in accordance with the Personnel Plan, wage rates will as follows:

Effective July 1, 2010

14	13.8993	14.4485	15.0098	15.6200	16.2301	16.8647
15	14.45705	15.1318	15.7420	16.3888	17.0599	17.7311
16	15.2905	15.9494	16.5840	17.2308	17.8897	18.6463
17	16.0715	16.7060	17.3528	18.0850	18.8050	19.5860
18	16.8647	17.5725	18.2802	19.0246	19.7446	20.5134
19	17.7311	18.4267	19.1718	19.9399	20.7697	21.5995
20	18.6341	19.3297	20.1595	20.9161	21.7947	22.6367
21	19.5860	20.3304	21.1602	21.9900	22.8564	23.7716
22	20.5012	21.3554	22.1974	23.1005	24.0157	24.9797

Wage adjustments effective July 1, 2010 and thereafter shall be in accordance with the City's Personnel Plan, as may be modified at the sole discretion of the City Council. It is the intent of the parties to this Agreement that members of this bargaining unit will be treated no differently with respect to this provision than other employees of the City governed by the Personnel Plan.

ARTICLE XXV – DURATION

25.1 This agreement shall be in full force and effective from date of City Council approval to and including June 30, 2011 and 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 at least one hundred and twenty (120) calendar days prior to the date of expiration.

Where no such cancellation or termination notice is serviced and the parties desire to continue this agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice at least one hundred and twenty (120) days prior to budget submission date of any subsequent year, advising that such party desires to revise or change terms or conditions of such agreement and specifies the article to be renegotiated. This agreement shall remain in full force and effect until such changes and revisions have been agreed upon. Amendments may be offered and accepted at any time upon mutual agreement of the parties.

ARTICLE XXVI – JOB DESCRIPTIONS

26.1 The City's current job descriptions for members of the bargaining unit are attached as Attachment A. This does not diminish the City's authority to revise job descriptions, establish or eliminate positions, or take any other actions authorized in Article II.

ARTICLE XXVII – RECLASSIFICATION

27.1 An employee who is reclassified (or promoted) from a position in one salary grade to a position with a higher salary grade, will be placed at an equivalent monetary step in the higher grade which is the same or higher than the previous compensation, the intent being that the employee will not experience any reduction in pay as a result of the reclassification. Thereafter, on the anniversary date of the reclassification (or promotion), the employee may be eligible for an annual step increase, if available, based upon satisfactory job performance.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS AND ASSOCIATION REPRESENTATIVES THIS 24th DAY OF September 2010.

Water/Wastewater Local

City Manager

ATTACHMENT A

ATTACHMENT B

Job Titles	Grade
Chemist*	21
Wastewater Maintenance Foreman	21
Chief Water Treatment Operator	21
Chief Distribution System Operator	21
Wastewater Treatment Plant Operator Gr. 3	19
Water Treatment Plant Operator Gr. 3	19
Distribution System Operator Gr. 3	19
Wastewater Treatment Plant Operator Gr. 2	18
Wastewater Mechanic Equipment Operator	18
Water Treatment Plant Operator Gr. 2	18
Wastewater Treatment Plant Operator Gr. 1	17
Water Treatment Plant Operator Gr. 1	17
Distribution System Operator Gr. 1	17
Secretary/Lab Assistant	17
Water/Wastewater Operator-In-Training (unlicensed)	16

Backflow Inspector will be one (1) grade higher than his/her normal grade.

*Chemist responsibilities, skills, etc shall include Industrial Pretreatment operations and administrations, otherwise the position shall be Lab Technician (Grade 18) Licensed.

Note: Personnel operating under "grandfathered" license will receive one (1) step below that otherwise authorized.