AGREEMENT

between

THE NORTH CONWAY WATER PRECINCT

and

THE STATE EMPLOYEES' ASSOCIATION, SEIU LOCAL 1984, THE NORTH CONWAY WATER PRECINCT EMPLOYEES

For the period January 1, 2013 through December 31, 2015

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ARTICLE 1: PURPOSE AND INTENT

1.1 The purpose of the North Conway Water Precinct and the Union in entering into this Labor Agreement is to set forth their agreement on rates of pay, job specifications, wages, hours of work and conditions of employment so as to promote orderly and peaceful relations between the Water Precinct and its organized employees.

ARTICLE 2: RECOGNITION

2.1 The North Conway Water Precinct (the "Water Precinct" or "Employer") hereby recognizes The State Employees' Association of New Hampshire, Inc. SEIU Local 1984 (the "Union") as the sole and exclusive representative of all full-time employees of the Water Precinct in the positions of Lab Technician, Laborer, Heavy Equipment Operator/Laborer, Precinct Working Foreman, Assistant Precinct Working Foreman, Maintenance/Sewer, Asst. Chief/Fire Dept., Meter Coordinator/Water and Receptionist/Secretary, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment, which are subject to this contract.

Employees represented by this agreement that are assigned to non-bargaining unit duty, shall remain covered by and shall be afforded all rights provided under this agreement.

2.2 Excluded from this agreement are temporary employees, part-time employees, on-call employees, employees in the orientation period, supervisors, confidential employees and management employees. Part-time employees are those employees who work less than twenty (20) hours per week. Employees who are regularly scheduled to work more than twenty (20) but less than forty (40) hours per week are considered regular part-time employees and are covered by this agreement.

2.3 The Water Precinct and the Union agree not to discriminate in any way against employees covered by this agreement on account of membership in the Union.

ARTICLE 3: PROBATIONARY PERIOD

3.1 All new employees must serve a probation period of six (6) months from the date of hire. During such probation period, any discipline, including discharge, shall not be subject to the grievance procedure in this Agreement.

3.2 At the discretion of the supervisor, the probation period may be extended for up to an additional six (6) months.

ARTICLE 4: DEDUCTIONS

4.1 The Water Precinct agrees to deduct from all employees who are covered by this agreement and who sign the authorization form attached hereto as Appendix A, the Local 1984 SEIU, SEA dues and to send said dues, along with a statement indicating who has paid these dues, to the Treasurer of Local#1984 SEA

4.2 The Union will keep the Water Precinct informed of the correct name and address of the Treasurer of Local # 1984 SEA and the current rate of its dues.

4.3 This deduction of dues shall be made on a pay period basis and shall be sent monthly to the treasurer of Local #1984 SEA.

4.4 If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the Water Precinct attempt to collect fines or assessments for the Union beyond the regular dues.

4.5 Any employee who has authorized a dues deduction may revoke the authorization for dues deductions upon thirty (30) calendar days written notice to the Water Precinct. The Union shall be promptly notified of any such revocations.

4.6 Should there be a dispute between an employee and the Union or between an employee and the Water Precinct over the matter of deductions described above, the Union agrees that it will defend, indemnify, and hold harmless the Water Precinct and the Commissioners and all of their agents, officers and employees in any such dispute. However, nothing contained herein shall be interpreted as relieving the Water Precinct of its responsibilities to make deductions properly authorized pursuant to this Article and to transmit said deductions to the Treasurer of the Union.

4.7 An individual who is not a member of the Association who requests the services of the Association in grievance representation shall be charged the full fair cost to the Association of such non-member representation.

ARTICLE 5: MANAGEMENT RIGHTS

5.1 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 and operations of the Water Precinct. It is understood that for purposes of this Agreement, all references to the North Conway Water Precinct and/or the Employer shall refer to the Commissioners of the North Conway Water Precinct. The rights of the 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. The employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, with respect to any subjects covered by the terms of this Agreement and closed to further negotiations for the term hereof, or with respect to any subject which was or might have been raised in the course of collective bargaining, but is now closed for the term hereof.

5.2 Without limitation, but by way of illustration, the exclusive prerogatives, function 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 liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, 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. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by adopting and enforcing oral and written work rules, now and in the future.

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 establish and/or 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.

j. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer.

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

ARTICLE 6: SICK LEAVE

6.1 Full-time employees shall earn sick leave at the rate of one day per month (12 days per year). Sick leave will begin accruing on the date of hire, but cannot be used until completion of the Probationary Period. Unused sick leave may accumulate to a maximum of three hundred and sixty (360) hours. Part-time employees shall earn sick leave on a pro-rata basis.

6.2 After completion of the probationary period, sick leave may be used for actual sickness or disability of the employee, for doctor or dental appointments or to take physical examinations. An employee may utilize up to four (4) days of sick leave per calendar year for the purpose of providing care to an injured parent, child or spouse (including civil union partner).

6.3 Sick leave shall be counted as hours worked when computing overtime.

6.4 An employee shall be required to present a doctors certificate after the fifth (5th) day of illness or if the employee demonstrates a pattern of illness and the employer can document the pattern of illness.

6.5 After ten (10) years of continuous employment by the Precinct, an employee who retires and is eligible for retirement benefits from the New Hampshire Retirement System shall receive a payment equal to twenty-five percent (25%) of the employee's accrued and unused sick days, paid at the employee's base hourly rate (without stipends) at the time of retirement.

6.6 Once an employee has accumulated the maximum accrual of sick time, he/she shall be entitled to a buy back of the unused sick time accrued during that year, to be paid in the last pay period in December, as follows:

a. If an employee uses 0 sick time hours during the calendar year, he or she shall be paid for 40 hours at his/her regular base rate.

b. If an employee uses 16 hours or less of sick time hours during the calendar year, he or she shall be paid for 20 hours at his/her regular base rate.

Employees who terminate employment with the Precinct for any reason prior to the last pay period in December shall not be entitled to any sick leave buy back. If an employee who receives a sick leave buy back uses sick time during the balance of the calendar year which would have affected his/her entitlement to the buy back, he or she shall have the option of either repaying the buy back to the Precinct or having his/her sick leave usage count toward the following year's usage.

6.7 At the discretion of the Board of Commissioners, an employee receiving worker's compensation payments shall be entitled to utilize sick leave to supplement the worker's compensation payment, provided that such utilization shall not compensate the employee for more than a normal day's pay. Decisions of the board under this provision shall be final and shall not be subject to the Grievance Procedure.

6.8 Employees may donate up to two (2) days per year of accrued sick leave to a Sick Leave Bank. Sick days donated to the bank shall not be counted as days used under Article 6.6. An employee who has exhausted all his/her sick leave due to an extended illness or injury may apply to use sick leave from the Sick Leave Bank, up to a maximum of thirty (30) days or until the employee becomes eligible for Long Term Disability Insurance, whichever comes first. The Labor Management Committee shall administer the Sick Leave Bank and must approve applications by a majority vote. The Committee's decision regarding eligibility shall be final and shall not be subject to the Grievance Procedure. Sick leave donated to the Sick Leave Bank and not utilized will remain in the Bank and be carried over from year to year, up to a maximum of ninety (90) days.

ARTICLE 7: JURY DUTY

7.1 An employee called as a Juror will be paid the difference between the fee received for service and the amount of straight time earnings lost by such service. Satisfactory evidence of such service must be given to the employee's immediate supervisor.

7.2 All time spent on Jury Duty shall be counted as hours worked when computing overtime.

7.3 Employees shall immediately notify their supervisors if they are summoned for jury duty.

7.4 If any the employee completes said jury duty or other appearance with two (2) or more hours remaining on his/her regularly scheduled shift, he or she shall call the Supervisor to determine whether he or she should report to work for the remainder of the shift.

ARTICLE 8: ANNUAL VACATIONS

8.1 Full-time Employees who have been in the continuous employ of the Precinct for one (1) year will be allowed one (1) week vacation with pay at their regular weekly base rate. Employees who have been in the employ of the Precinct for two (2) years will be allowed two (2) weeks vacation at the regular weekly pay.

Employees who have been in the employ of the Precinct for nine (9) years will be allowed three (3) weeks vacation at the regular weekly base rate.

Employees who have been in the employ of the Precinct for eighteen (18) years will be allowed four (4) weeks of vacation at their regular weekly base rate.

8.2 Regular Part-time employees shall earn vacation time on a pro rata basis. An Employee shall submit a written request for vacation time to the Supervisor at least five (5) days in advance. The supervisor shall have the right to refuse vacation time requests based on operational necessity. Should the number of requests for a specific vacation time period jeopardize manpower levels, employee vacation approvals shall be based first upon date of employee request, and second on employee longevity.

8.3 Vacation time may not be accumulated and must be used in the year in which it is earned, unless approval to carry over to the next year is granted at the discretion of the Superintendent or Fire Chief.

8.4 Employees who are terminated for misconduct will forfeit any accrued but unused vacation time.

ARTICLE 9: BEREAVEMENT LEAVE

9.1 Bereavement leave of up to three (3) days with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of the death of any family member. For purposes of this section, "family" means spouse, significant other, parent, child, sibling, grandparent, grandchild, and current father-, mother-, brother-, and sister-in-law. At the discretion of the Superintendent or Fire Chief, one (1) day may be granted in the event of the death of an aunt, uncle or cousin.

9.2 Under extenuating circumstances, two (2) additional days may be granted at the discretion of the Superintendent or Fire Chief. Requests for such additional time to be paid may be granted at the discretion of the Commissioners.

9.3 Upon termination of employment for any reason, an employee shall not be entitled to payment for unused bereavement leave.

ARTICLE 10: MILITARY SERVICE

10.1 Shall be governed by existing law.

ARTICLE 11: HOLIDAYS

11.1 All Bargaining unit employees shall be paid the following named holidays. Should a holiday fall on a Saturday or Sunday it will be celebrated on either the preceding Friday or the following Monday.

New Year's Day	Independence Day
President's Day	Labor Day
Memorial Day	Columbus Day
Thanksgiving Day	Veteran's Day
Christmas Day	Day before or after Christmas, as
MLK Day	determined by the Commissioners

11.2.1 Employees who are required to work on Thanksgiving Day and/or Christmas Day (from 12:00 am to 11:59 pm) shall be paid two (2) times their regular base rate for all hours actually worked, in addition to receiving holiday pay. All hours worked on the remaining holidays shall be at the rate of time and one-half over and above regular hours paid for the holiday. When computing overtime for a holiday week, the holiday will count as the number of hours the employee would normally have worked, up to a maximum of eight (8) hours worked. If an employee works on the holiday, then any hours worked in excess of eight (8) hours will be counted when computing overtime.

11.3 Holidays may be substituted for other dates if agreed to by the bargaining unit and the Commissioners.

11.4 Employees shall be granted one (1) Personal day which may be used for any reason and one (1) Emergency day which may be used only for important matters which cannot be handled during non work hours. Where feasible, Employees must submit requests for Personal or Emergency days to the Superintendent or Fire Chief at least one (1) week in advance. Personal and Emergency days may be used in ½ day increments. Unused Personal and Emergency days may not be carried over to the next year and will not be paid at termination of employment.

ARTICLE 12: LEAVE OF ABSENCE

12.1 The Precinct shall grant officers of the Union one (1) day off per year without pay for the purpose of transacting Union business.

12.2 A reasonable number of employees who act as representatives of the Bargaining Unit shall be given a reasonable opportunity to meet with the employer or his representatives during working hours without loss of compensation or benefits for negotiations, or in the settlement of grievances, in accordance with RSA 273-A:11.

ARTICLE 13: SAFETY/CLOTHING

13.1 The Water Precinct shall have the right to make regulations for the safety and health of its employees during their hours of employment. The Union may designate a member of the bargaining unit to serve on Precinct's Joint Loss Management Committee which is charged with the responsibility to monitor and enforce the Precinct's Joint Loss Management Manual in accordance with the State's Worker's Compensation Law. The Union agrees that its members will comply with the Precinct's rules and regulations relating to safety, economy and efficiency of services to the Precinct and the Public. Failure to do so is grounds for disciplinary action, including dismissal, subject to grievance procedure.

13.2 The Union and its members agree to exercise proper care and to be responsible for all Precinct property issued or entrusted to them. Failure to do is grounds for disciplinary action, including dismissal, subject to grievance procedure.

13.3 The Water Precinct shall furnish rain gear, hip boots, gloves and special clothing as needed for the health and safety of all employees. The Water Precinct shall also provide water and sewer employees with long and short-sleeved shirts, pants and jackets and the cleaning and maintenance of them. In addition, the Precinct shall provide each water and sewer employee up to a maximum of $275.00 per year for the purchase of boots. Any

Precinct employee required to wear prescription glasses will be provided, upon request, prescription safety glasses.

13.4 In cases of disinterment, necessary protective shots will be given by proper medical officers at the expense of the Water Precinct.

13.5 Full time employees at the Fire Department will receive a $700.00 annual clothing allowance.

13.6 The Water Precinct shall pay for licenses, certificates, or endorsements that are required by the Precinct in order for the employee to perform his or her job and will pay for any class required in order for the employee to obtain or retain such license, certificate or endorsement.

ARTICLE 14: EMERGENCY WORK

14.1 Unless excused by the Superintendent or designee due to illness or disability, it shall be the duty of all employees to make themselves available during the course of emergency situations. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action, including dismissal, subject to grievance procedure.

14.2 If an employee is called back from vacation due to an emergency situation then all hours of work shall be paid double time rate of pay until the employee returns to his/her regular work schedule.

14.3 Emergencies shall only be determined by the Water Precinct Superintendent or designee.

14.4 This Article shall not apply to the Fire Department.

ARTICLE 15: BULLETIN BOARDS

15.1 The Water Precinct shall provide space on bulletin boards for the posting of notices of the Union addressed to the members. No notice shall be posted until it has been signed either by the President or Secretary of the Union. Such notices shall not contain material derogatory to the Precinct, the commissioners or management. Any material posted which violates the preceding sentence may be removed by the Water Precinct.

ARTICLE 16: INSURANCE

16.1 After completion of the probationary period, the Water Precinct shall provide full time employees with life insurance coverage with accidental death and dismemberment on each employee in the amount of $20,000.

16.2 The Water Precinct shall provide Long Term Disability Insurance coverage, which shall cover an employee to at least age 65. There shall be a 90-calendar day elimination period. The benefit shall be 60% of an employee's pay up to a maximum of a $3,500. Employees should refer to the Certificate of Coverage for detailed explanation of coverage. The Water Precinct shall also provide Short-Term Disability Insurance coverage which will provide up to twenty-sick (26) weeks of benefits for employees who are unable to work due to non-work related illness or injury, after eight (8) days of illness or one (1) day following an injury.

16.3 After thirty (30) days of employment, The Water Precinct shall provide, health and hospitalization insurance for full-time employees and their dependents. The Precinct shall provide health coverage under the Anthem Blue Choice Two Tier Plan (BC2T 10-RX $3/15 M $3/7). The Precinct reserves the right to change insurance carriers provided the level of benefits is at least equal to the level of benefits provided by the Anthem Blue Choice Two Tier Plan. Employees shall contribute towards the premium for health insurance on a biweekly basis through payroll deductions, in the following amounts:

2013 - Employees will pay 10% of the premium
2014 - Employees will pay 11% of the premium
2015 - Employees will pay 12% of the premium

16.4 Employees who have opted out of the Precinct Health Insurance Plan, with proof of other coverage, shall be paid an annual stipend of $3,000. The stipend shall be paid in two (2) equal installments on June 30 and December 31, provided the employee has opted out of the insurance for the entire preceding six (6) months.

ARTICLE 17: DISCIPLINARY PROCEDURES

17.1 No disciplinary action shall be taken unless there is evidence to support the action.

17.2 All suspensions 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.

17.3 Supervisors shall have authority to determine the appropriate form of discipline, taking into account the nature of the offense and the employee's overall record. However, disciplinary actions shall normally follow this order:

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

17.4 Employees testing positive for substance abuse will have two options: (1), terminate employment with the Water Precinct; (2) seek assistance of a substance abuse professional (SAP). Expense for SAP services and rehabilitation services shall be borne by the employee. The SAP and rehabilitation program must be accredited and approved by the Water Precinct and the employee must authorize release of information to the Water Precinct. Failure to cooperate with or adhere to the SAP program or testing positive during rehabilitation shall result in immediate termination of employment. A second (2^{nd}) offense shall result in immediate termination. The loss of CDL will result in termination of employment.

17.5 An employee may request to have a union representative present at any meeting called by Management for the purpose of imposing disciplinary action.

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 Definition. A grievance for the purpose of this agreement is a complaint by an employee or employees alleging a violation of any provision(s) of this Agreement.

18.2 It is intended that the procedure provided herein shall facilitate the resolution of any such dispute at the lowest possible level and the Union and the Employer agree to work together towards this end. Before a grievance is filed, the employee(s) shall attempt to settle complaints through discussion with the employee's supervisor. It is understood that this informal process does not extend the time limits for filing a formal grievance as set forth in Article 18.3.

18.3 a. Level 1. Any complaint which has not been resolved through the informal resolution process shall be reduced to writing, using the grievance form attached hereto as Appendix B, and presented to the Superintendent/Fire Chief, as applicable, within thirty (30) days of the alleged violation. The Superintendent/Fire Chief may meet with the Grievant and his/her representative, if necessary, within seven (7) calendar days of the request and shall respond to the grievance in writing within seven (7) calendar days.

b. Level 2. If the Grievant is not satisfied with the response of the Superintendent/Fire Chief, the grievance shall be referred to the Labor Management Committee within seven (7) calendar days of the response. The Labor Management Committee shall meet with the Grievant and his/her representative, if necessary, within seven (7) calendar days of the request and will respond to the grievance, in writing, within seven (7) calendar days of the meeting. If a majority of the Labor Management Committee is unable to agree on a resolution, they will automatically refer the grievance to the Commissioners within seven (7) calendar days of the meeting.

c. Level 3. If the Grievant is not satisfied with the disposition of the grievance by the Labor Management Committee, the grievance may be referred to the Commissioners within seven (7) calendar days of the response by the Labor Management Committee. The Commissioners shall hold a hearing within thirty (30) calendar days of their receipt of the grievance and shall render their decision, in writing, within seven (7) calendar days of the hearing.

d. Level 4. If not satisfied with the disposition of the grievance by the Commissioners, the Union shall inform the Precinct, in writing postmarked no later than ten (10) work days after receipt or knowledge of the third level decision, of its desire to submit the grievance to arbitration. If the matter is referred to arbitration, the parties will first attempt to mutually agree on an arbitrator. If the parties cannot agree to an arbitrator within ten (10) working days, their either party may apply to the American Arbitration Association or the PELRB for an arbitrator to be selected under the rules and regulations of the respective agency. The arbitrator shall have the authority to decide procedural and substantive issues of arbitrability. The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be advisory only and not binding on either party.

18.4 Time periods specified in this procedure may be extended by mutual agreement.

18.5 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.

18.6 No reprisals will be taken by the Board of Commissioners or by any member of the management against any participant in the grievance procedure.

18.7 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

18.8 Nothing contained herein shall be construed as limiting the right of any employee or group of employees to meet with the Employer to discuss any grievance informally and to have the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and the Union is informed, in writing, of the resolution of said grievance.

18.9 The fees and expenses of the arbitrator shall be divided equally between the Board and the Union, provided; however, that each party shall be responsible for compensating its own representatives.

ARTICLE 19: WAGES

19.1 Bargaining unit employees shall be paid within the pay ranges established for each position contained in Appendix A. The Precinct reserves the right to determine starting wages for new employees based on experience training, and skills; provided however, that the starting wage for a new employee must be within the established pay range for the position and must not exceed the pay rate for an existing employee with the same experience, training and skills.

19.2 Effective on the first payroll following voter approval of this Agreement and retroactive to January 1, 2013, bargaining unit employees who are not at the applicable maximum rate in Appendix A, shall receive a pay increase of $0.45 per hour.

Effective on January 1, 2014, bargaining unit employees who are not at the applicable maximum rate in Appendix A shall receive a pay increase of $0.45 per hour.

Effective on January 1, 2015, bargaining unit employees who are not at the applicable maximum rate in Appendix A shall receive a pay increase of $0.45 per hour.

19.3 Any bargaining unit employee whose rate of pay is at the maximum of his/her pay range, shall be paid a biweekly bonus of $20.00 in lieu of having his/her hourly rate adjusted pursuant to paragraphs 19.2.

19.4 Any bargaining unit employee who currently holds or subsequently achieves Grade II of one of the following categories of licenses or certifications shall receive a stipend of $0.25 per hour for each hour worked.

a. Waste Treatment Plant Maintenance
b. Waste Treatment Plan Facility Operator
c. Water Treatment Operator
d. Water Distribution Operator
e. Firefighter II

19.5 Any bargaining unit employee who currently holds or subsequently achieves one of the following levels of licensure or certification shall receive a stipend of $1.00 per hour for each hour worked:

a. Waste Water Treatment Plant Maintenance Grade III
b. Waste Water Treatment Facility Operator Grade IV
c. Water Treatment Operator Grade IV
d. Water Distribution Operator Grave IV
e. Firefighter III
f. EMT Paramedic

19.6 If an employee's license/certification is revoked, suspended or not renewed for any reason, his/her eligibility for the stipend shall cease as of the effective date of said revocation, suspension or non-renewal.

19.7 An employee shall only be eligible for a stipend under 19.4 or 19.5 of this Agreement if the license or certification is related to the employee's primary job duties in a bargaining unit position.

ARTICLE 20: SENIORITY

20.1 An employee's seniority shall commence with the hiring date and continue so long as the Water Precinct employs him/her.

20.2 An employee shall not forfeit seniority during absence caused by the following:

(a) Illness resulting in total temporary disability, not exceeding eighteen (18) months due to his/her work with the Precinct, and covered by the Water Precinct's Worker's Compensation carrier.

(b) While on active duty with the Armed Forces.

20.3 Bargaining Unit employees who have been in the employ of the Precinct for at least two (2) years shall receive a longevity increase of $0.05 per hour effective January 1 of each year. For 2013, the increase will be implemented following approval at the Annual Precinct Meeting, but shall be retroactive to January 1.

ARTICLE 21: PROMOTIONS AND TRANSFERS

21.1 The Water Precinct reserves the right and shall have the right to make promotions or transfers primarily on the basis of qualifications, ability and past performance, but shall be governed by seniority where feasible if the Precinct determines that two or more applicants have equal qualifications, ability and past performance.

21.2 Promoted or transferred employees shall serve a six (6) month probationary period to learn a new or different job. If the Precinct, within the probationary period, determines that the employee is not capable of performing the new job, the employee will be returned to the prior job at the previous rate of pay plus any cost of living increase granted to other employees, provided that the prior job is still available. "Still available" shall mean that the position has not been eliminated and is currently vacant.

21.3 All management positions must be posted and qualified employees may apply for these jobs.

21.4 All bargaining unit vacancies and new jobs must be posted for ten (10) days so that all employees will have an opportunity to apply for these jobs. If an employee is on leave he or she shall be notified of the posting.

21.5 If the posting is for a bargaining unit position, the selection may be subject to the Grievance Procedure, provided, however, that the Arbitrator may only overturn the selection on the grounds that the Precinct acted arbitrarily or capriciously in applying section 21.1.

21.6 Job posting shall include job specifications, rate of pay, job location, and the shift.

ARTICLE 22: HOURS/WORK SCHEDULE

22.1 The normal workweek shall begin on Monday at 12:01 a.m. and end on Sunday at 12:00 p.m. midnight.

22.2 Fifteen-minute rest periods shall be granted during each 4-hour block of work. A ½ hour lunch break, not considered time worked, shall be provided during each workday. Employees working on the same project should coordinate breaks in order to avoid disruption to Precinct operations.

22.3 Any and all hours worked over forty (40) in one week or eight (8) in a day, shall be paid at the rate of time and one-half. With the exception of responses to emergency calls, all overtime work must be approved, in advance, by the Superintendent or designee. It is further agreed that, as permitted under the Fair Labor Standards Act, 29 USC Section 207(k), the Precinct has designated 42 hours as the regular work week for full-time employees of the Fire Department and, for those employees, time and one-half shall be paid only for hours worked in excess of 42 hours in one week.

22.4

(a) Water and sewer employees who are required to report back to work after the conclusion of their regular work day or who are scheduled to work overtime during the weekend or on holidays shall be paid for a minimum of three (3) hours at the rate of one and one-half their regular rate of pay. This provision does not apply to fire personnel. An employee who is called back for additional work and who completes the required task and returns to his/her residence may be recalled for additional work without an additional guarantee of three (3) hours of pay. It is the purpose and intent of this Section to assure an employee of at least three (3) hours pay at overtime rates for the inconvenience of being called back to work between the normal shift, but not to be separately paid for several callbacks.

(b) Employees who are required to be on stand-by duty shall be paid at the rate of $10.00 per day.

(c) "Stand-by Duty" means any period of time outside an employee's regularly scheduled work hours during which an employee is required to carry a pager and be available for work.

(d) When an employee on stand-by is called to work, the employee shall be paid in accordance with paragraph (a) above.

(e) When an employee on stand-by is called to work, the employee must report to work within one (1) hour and must contact dispatch upon arriving at and departing the work location. An employee on stand-by duty who fails to respond to a call or fails to report within one hour of a call, may be subject to discipline. The Employer will not arbitrarily or capriciously discipline an employee due to the employee's failure to report within one (1) hour due to, and during, periods of inclement weather.

22.5 No temporary employee will be assigned overtime until all regular employees have had the opportunity for such assignment and refused unless management feels fatigue, health and safety are a factor.

22.6 Employees may opt to earn compensatory time, at the rate of one and one-half times, in lieu of overtime pay. Employees must notify the Superintendent of their election of compensatory time when submitting their time records for the pay period in which the overtime is worked. Employees may accrue up to a maximum of forty (40) compensatory hours in a calendar year. If compensatory hours are not used prior to the end of the calendar year, those hours will be paid, at the employee's regular base rate, in the final pay period of December. Employees must submit requests to use compensatory time to the Superintendent at least one (1) week in advance, except in emergencies.

ARTICLE 26: DURATION

26.1 This Agreement shall be in full force and effect from January 1, 2013 through December 31, 2015.

26.2 Either party may request negotiations for a successor agreement by serving written notice to the other anytime after July 1 of the year of expiration. The parties will make every effort to begin negotiations within four (4) weeks of such a request.

ARTICLE 27: CONSULTATION AND LABOR MANAGEMENT

The parties recognize that in order to foster harmonious relations between the employer and employees, it is beneficial to discuss issues regarding the interpretation or application of this Agreement and other issues arising out of the employment relationship. To accomplish this, the parties agree to form a Labor/Management Committee composed of up to 2 members appointed by the Union and up to 2 members appointed by the Precinct. The Committee shall meet during business hours on a quarterly basis for the purpose of discussing labor management relations and/or concerns of a general nature. Consultation at other times can be requested by either party by written request stating the nature of the matter to be discussed and such request shall not be unreasonably denied. The Committee will attempt to meet, during business hours, within five (5) work days of the request. If the matter to be discussed is a formal grievance, the Committee shall meet in accordance with the provisions of Article 18.3(b).

ARTICLE 28: EVALUATIONS AND MERIT INCREASES

At least thirty (30) days prior to an Employee's anniversary date of hire, the Superintendent and/or Fire Chief, with input from the Employee's immediate Supervisor, will conduct an annual formal written evaluation of the employee's performance. Such evaluation will indicate if the employee's performance is below expectations, meets expectations, or exceeds expectations. An employee will be provided with a copy of his/her evaluation and the original will be placed in the employee's personnel file. The employee may attach any comments to his/her evaluation and said comments shall be kept in the personnel file.

(a) An employee who exceeds expectations on his/her performance review will be granted a merit bonus of $750.00. Effective January 1, 2015, an employee who exceed expectations on his/her performance review will be granted a merit bonus of $1000.00.

(b) An employee who meets expectations on his/her performance review will be granted a merit bonus of $250.00.

(c) An employee who has not been granted a merit bonus shall have the right to discuss the evaluation with the Labor Management Committee but may not grieve the evaluation under Article 18. An employee who has not received a merit bonus will be reviewed again in six (6) months and may receive a prorated merit bonus if his/her rating has improved.

(d) Part-time employees shall be eligible for the merit bonus on a prorated basis.

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized officers and representatives, or either, this ___ day of _ 2013.

FOR THE UNION

FOR THE WATER PRECINCT

APPENDIX A - Wage Schedule

Position	Grade	Minimum	Maximum
Sec. I	1	$10.50	$17.50
Laborer	2	$13.00	$19.50
Sec. II Op. I/Assis/Main Meter Coord	3	$14.50	$21.00
Heavy Equip Op	4	$15.50	$22.50
Asst. Foreman Lab Tech Oper II/Main Asst. Chief	5	$16.50	$24.50
Foreman	6	$17.50	$26.50