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COLLECTIVE BARGAINING AGREEMENT

**LOCAL 750, COUNCIL 66, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

AND

KINGSTON WATER BOARD

JANUARY 1, 2009 THROUGH DECEMBER 31, 2010

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF WATER COMMISSIONERS OF THE KINGSTON WATER BOARD, 111 JANSEN AVENUE, KINGSTON, NEW YORK

AND

LOCAL 750, COUNCIL 66, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO.

ARTICLE I - CONDITION AND SCOPE OF AGREEMENT

The Board of Water Commissioners of the Kingston Water Board, hereinafter known as the Employer, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Board of Water Commissioners, which will enhance the working program of the Kingston Water Board, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and

To assure equitable treatment of its Employees herein, pursuant to the laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules and regulations and policies shall be construed liberally for the accomplishment of this purpose:

Hereby agrees to recognize Local 750, Council 66, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining representative of:

All employees of the Employer, excluding the Board of Water Commissioners, the Superintendent of the Kingston Water Department, the Administrative Assistant, the Water Works Foreman, the Assistant Water Works Foreman (maintenance department), Chief Water Plant Operator, Assistant Chief Water Plant Operator, Laboratory Technician, with regard to rates of pay, wages, hours of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

Provided, however, that nothing herein shall be construed to prevent any employees from meeting with the Employer in connection with matters relating to their employment as long as:

1. The Union is informed of such meeting.
2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of an individual employee.

3a. Notwithstanding anything to the contrary herein contained, wherever this Agreement may contravene or be in conflict with the Civil Service Law or any other law or statute of the State of New York, or any rule or regulation thereof, such statute, rule or regulation shall govern and the provision to the contrary shall be inapplicable.

4. Any change or modifications in the terms or conditions of employment of said employee are made only through negotiations with approval of the Union.

ARTICLE 1-A. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Employer and the Union or individual employee covered by this Agreement is hereby superseded.

ARTICLE II. - UNION SECURITY

A. **Payroll Deduction of Dues** - The Employer agrees that, upon presentation of dues deduction authorizing cards signed by the individual employees to which this Agreement is applicable and until cancellation or withdrawal of such deductions from the wages of such employees in the amounts so designated of the authorization cards as membership dues deduction and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made. The Union and the employees who sign such dues deductions authorization cards, jointly and severally agree to indemnify and hold the Employer harmless against any claim, loss, liability, and expense arising out of or in connection with such dues deduction and the use thereof by the Union.

B. **Agency Shop** -

a. Any present or future employee who is not a Union member shall pay to the Union each month a service charge which shall be called an Agency Shop fee. Such Agency Shop fee shall be an amount equal to the regular monthly dues of this Union.

b. The Employer agrees to deduct Agency Shop fees each pay period from the pay of the employee.

c. The aggregate total of such deductions shall be remitted within 10 days after the last day of each month to the designated financial officer of the Union together with a list from whom Agency Shop fees have been deducted and shall be done on a weekly basis.

d. The Union agrees that the Department's sole obligation regarding the payment of agency shop fees to the Union shall be the payment of the per employee amounts determined by the Union. The Union further agrees to indemnify and hold the Department harmless against any claim, loss, liability, and expense arising out of or in connection with such dues deduction and the use thereof by the Union.

C. Stewards - The Employer recognizes the right of the Union to designate shop stewards and alternates for the Employer's seniority list. The authority of the shop stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and representation of grievance in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by the appropriate union officials.
3. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.
4. The Employer recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts.
5. The Steward shall be granted super-seniority for all purposes including layoff, rehire and job preferences. To the extent that this paragraph contravenes the law with respect to layoffs or promotions indicated above, the law shall supersede this Agreement.
6. No steward shall be engaged upon Union business during the time when he is assigned to regularly scheduled driving job.
7. An employee designated as shop steward by the Union shall be given reasonable time during working hours to process employees' grievance. Such time shall not exceed two hours in any working day.
8. There shall be a unit chairman and two (2) shop stewards, one (1) designated in the plant and one (1) for Maintenance and two (2) alternates. For the purpose of seniority it is agreed the steward must be a person capable of performing the available work.

9. Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of the employees selected as stewards and the names of other Union officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.
10. Labor Management Committee - Upon request of either party, conferences shall be held between representatives of the Employer and at least three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties. Arrangements for such meetings shall be made in advance and shall be held at reasonable times as mutually agreed upon by both parties.
11. During negotiations for a successor agreement one member from the night shift shall be allowed to attend negotiation sessions only for the period of such sessions without loss of pay.
12. Exercise of Rights - Each unit member shall be notified if any derogatory or adversely critical evaluative materials are placed in the employee's personnel file. Such materials must be shown and a copy furnished to the employee before being placed in the file and the employee may place a rebuttal statement in the file answering the criticism as set forth in the material submitted to the file.

ARTICLE III - GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAY-OFF AND RECALL AND MAINTENANCE OF STANDARDS.

- A. Seniority - Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preferences of employment and promotional opportunity for non-competitive jobs and to choose their shifts and to work at the job for which the pay is highest, provided such employees are qualified for such work. Employees shall be placed on the seniority list after thirty (30) days of employment as of his first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement.
- B. Loss of Seniority - Seniority shall be broken only by:
 1. Lawful discharge;
 2. Voluntary quit.
- C. Lay-off and Recall -
 1. When it becomes necessary to reduce the working force, the last man on the seniority

list shall be laid off first, and when the force is again increased, the men are to be returned to work in the reverse order in which they were laid off.

2. In the event of a recall, the laid off employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days, after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by telegram, registered or certified mail of his intent to return to work and must actually report to work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement, and shall be considered as a voluntary quit.

3. Recall rights shall be limited to a two-year period from the date of lay-off.

4. The senior employee mentioned in C(1) and C(2) shall be a person qualified to perform the available work.

D. Posting Positions - All new or promotional positions in the unit shall be posted at the facilities of the Employer at least ten (10) days prior to being filled.

E. Maintenance of Standards - The Employer agrees that all conditions of employment in his individual operation relating to wages, hours or work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE IV - PROHIBITION OF STRIKES

Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike and for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

ARTICLE V - GRIEVANCE PROCEDURE

Grievance procedure shall be in accordance with the policy agreed upon between the Employer and the Union, a copy of which is attached hereto and made a part hereof as Appendix A. Employees, however, shall not be required to present grievances to their immediate supervisor in the first instance where such supervisor is the alleged cause of subject of the grievance.

ARTICLE VI - SEPARATION FROM EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the week following such quitting. Accrued benefits as have been established hereunder shall be included in such payments.

Upon separation from employment, the Employee shall return to his immediate supervisor all Board property in his possession or assigned to him in substantially the same condition as when received value thereof.

Any employee who is absent from the job for ten or more consecutive workdays without the prior approval of the employer, either in the nature of a contractual vacation leave or under any other circumstances, shall be deemed to have voluntarily terminated his/her employment.

ARTICLE VII - EQUIPMENT

- A. Defective Equipment - the Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

All equipment which is, in the judgment of a competent mechanic, not mechanically sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until repaired.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

- B. Reports - Employees shall immediately, or at the end of their shifts, report all defects or equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic and the defect repaired, or declared not to exist by a competent mechanic.
- C. Maintenance of Equipment - Unit members required to operate motor vehicles shall be responsible for simple maintenance checks. (i.e.: oil level, tire pressure, other engine fluid levels and braking.)
- D. Vehicle and Traffic Law Violations - Employer agrees to reimburse employee for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur's Manual. Employer shall not be liable for any fine

imposed for defective equipment in the event employee does not make such inspection.

ARTICLE VIII - UNIFORMS

Coveralls or protective clothing and safety glasses will be furnished by the Employer when conditions require.

The Employer shall contribute up to \$100.00 per year towards the cost of work shoes for unit members who work at the filter plant(s) or in maintenance capacities. All such employees shall be required to wear such shoes, the make of which shall be subject to the Employer's approval.

ARTICLE IX - PAY PERIOD

All Employees covered hereunder shall be paid in full weekly. When the regular pay day falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

ARTICLE X - JOB DUTIES AND CLASSIFICATIONS

An employee in one job classification or division of the system may be used in another job classification or division only if no work opportunities are lost by an employee normally performing work in that job classification or division to which he or she is transferred.

An employee assigned work out of his regular job classification shall not be responsible for damage caused as a result of his lack of knowledge in performing the assigned duties provided such damage does not result from a willful destructive act.

ARTICLE XI - VACATIONS

Vacation eligibility is predicated upon cumulative Water Department employment (excluding Part-Time and Summer Help).

Vacation is to be one (1) week after six months of employment; two (2) weeks after one (1) year of employment; three (3) weeks after five (5) years of employment; four (4) weeks after ten (10) years of employment; an additional day of vacation shall be granted each year after twenty-one (21) years of service through twenty-four (24) years of service; five (5) weeks after twenty-five (25) years of employment. Those employees with more than twenty-five (25) years of service as of January 1, 1986 shall be entitled to accumulate five (5) more vacation days in addition to the vacation entitlement already vested.

Those employees with more than twenty (20) years of service as of January 1, 1993, shall be

entitled to accumulate vacation in accordance with the above schedule. All other employees shall receive vacation in accordance with the schedule above, except that their maximum vacation entitlement shall be four (4) weeks per year.

Vacation eligibility shall be determined, consistent with the employee's date of employment.

At the Employer's option, unused vacation days from the current year may be paid out in cash at the time of the employee's retirement or scheduled to be taken prior to the date of retirement.

ARTICLE XII - HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall:

Columbus Day	Martin Luther King's Birthday
Election Day	President's Day
Veterans Day	One-half day on Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Fourth of July
The day before Christmas Day	Labor Day
Christmas Day	Employee's Birthday
One-half day before New Year's Day	
New Year's Day	

For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday, and any falling on a Saturday shall be observed on the preceding Friday. If a half-day holiday falls on a weekend, the same shall be observed on the first work day preceding the weekend.

The rate of pay for an un-worked holiday shall be the employee's normal hourly rate. The rate of pay for worked holiday shall be holiday pay plus one and one-half times (1 ½) the normal hourly rate for each hour worked during the employee's regular scheduled hours and two and one-half (2 1/2) times the normal hourly rate for each hour worked on the holiday outside of the employee's regular scheduled hours. To be eligible for holiday benefits, the employee shall be required to have worked at least three (3) days during the holiday week unless that employee is on approved vacation or an approved personal or sick leave.

Shift employees required to work on Easter Day shall receive holiday pay.

Shift workers who work a holiday which falls on a Saturday or Sunday shall be paid the holiday rate of pay (two and one-half times their normal rate of pay). Shift workers who work the Friday previous to the holiday or the Monday following that holiday will receive their regular pay for that day. It is understood that whether the holiday falls on the shift worker's scheduled day off, he/she shall receive a compensating day off with pay. The compensating day off shall not create overtime when it is used. Therefore, approval to use this time will only be granted when the employee is scheduled to work with another operator. Compensating days off earned between

January 1 and October 31 must be used within the calendar year in which they are earned. Compensating days off earned between November 1 and December 31 in a given calendar year must be used by March 31 of the succeeding year.

ARTICLE XIII - SICK LEAVE

A. Employees covered hereunder shall be entitled to the following sick leave provisions:

First year of service	12 days
Second year of service	13 days
Third year of service	14 days
Fourth year of service	15 days
Thereafter	15 days in each year

Employees hired on or after January 1, 1990 shall be entitled to the following sick leave provisions:

1 - 5 years of service in the Water Department	12 days
More than 5 years of service in the Water Department	14 days

- B. Sick leave may be accumulated to a cumulative maximum of 150 days. On January 1st of each year, if an employee has unused sick leave, it will be added to that which has already been accumulated.
- C. All employees covered hereunder shall be entitled to a maximum of ten (10) days absence chargeable to sick leave when such absence is incurred on account of the illness of a member of the employee's immediate family residing in the household of the employee at the time of the illness.
- D. Employees on sick leave for more than four (4) consecutive work days may be required to submit a doctor's certificate verifying the facts of illness. Following five (5) consecutive work days of sick leave absence, the Employer shall have the right to ascertain the physical condition of the employee at its own expense.
- E. After 150 days have been accumulated, each unused day of sick leave, up to a maximum of five (5) days in any one year, shall be added to the regular vacation schedule. Where the awarding of additional vacation credits is not practical, at the discretion of the Employer, cash payment in lieu of additional vacation shall be given to the individual employee.
- F. Employees who have completed twenty (20) years of service shall be compensated in cash for a specific portion of any accumulated sick leave up to a maximum of one hundred fifty (150) days when such employee is permanently separated from employment as the result of retirement. Compensation shall be paid at the rate of seventy-five per cent (75%). At the

retiring employee's option, such days as referenced above shall be compensated for at the rate of eighty-five per cent (85%) and placed in a separate account for the employee, to be used to defray the employee's health insurance contributions during retirement, until said monies are exhausted. In the event of the death of the retired employee prior to the time of exhaustion of monies placed on account to defray the cost of the employee's health insurance contributions during retirement, one-half of the monies remaining on account shall be paid to the estate of the deceased and the remaining half shall be paid into the general funds of the Department. The amount of pay for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.

- G. Employees who have completed ten (10) years of service and who have vested rights under the pension system shall be compensated in cash for a specific portion of any accumulated unused sick leave up to a maximum of one hundred fifty (150) days when they are permanently separated from employment, unless such employee has created conditions for his separation from employment by violating provisions of the Civil Service Law of New York State. Compensation shall be at the rate of fifteen per cent (15%). The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.

H. Workers' Compensation

1. Any employee injured on the job will be paid his/her salary for the day of the injury.
2. Providing that the employee secures a note from his/her physician that excused him/her from work, the Water Department will continue to pay the injured employee for all of the regular hours that the employee is scheduled to work for the first week of the injury.
3. Thereafter, the employee will receive compensation benefits directly from Workers' Compensation Insurance. Typically, these benefits approximate 2/3rds of the employee's average annual salary. After the first seven (7) consecutive days of compensated injury, the employee will receive no salary from the Water Department unless accrued time is used (see 4).
4. The injured employee has the option to use vacation and accrued sick days after the first week. Under no circumstances may personal days be used. If this option is exercised, the employee will continue to receive his/her salary until all unused vacation and/or sick time is exhausted. During the time that the employee is using accrued time, he/she will also receive payments directly from Workers' Compensation.
5. The Department reserves the right to refer the injured employee to a Water Department physician at any time during a Compensation-related convalescence.
6. To be eligible for Workers' Compensation benefits, the employee must report the injury to his/her supervisor as soon as possible. In addition, the appropriate Compensation

claim forms must be completed by the injured employee and returned to the office within seven (7) days of the injury.

- I. Disability - Employees shall be entitled to disability coverage for a period of twenty-six (26) weeks. The disability coverage shall be in addition to sick leave referred to above and after same is exhausted.
- J. Catastrophic Illness

Employees who have exhausted all of their accrued personal sick leave days and who have a catastrophic illness (i.e., illness of a life-threatening nature) shall be granted a paid extended sick leave benefit of up to three (3) months, subject to the following conditions:

- a. The employee applies to the Superintendent in writing with a letter from his or her doctor describing the illness and length of the sick leave request, together with any back-up documentation to support the basis for the leave.
- b. Upon receipt of the letter, the Superintendent may recommend the approval of the extended sick leave benefit to the Board. The Superintendent's recommendation and the Board's approval shall not be unreasonably withheld.
- c. The Superintendent and Board shall have the right to require the employee to submit to a medical evaluation with a physician appointed by the Board.
- d. In no circumstances will an employee be entitled to receive more than 100% of full salary if this benefit is approved by the Board.

ARTICLE XIV - BEREAVEMENT LEAVE

All employees shall be entitled to three consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for death in the family, i.e., parents, grandparents, children, brother, sister, spouse and in-laws. The employee will be paid for regularly scheduled working time missed during the three consecutive calendar days commencing from the date of death.

The Employer may request the employees to submit proof of death for the purpose of payment under this provision.

ARTICLE XV - PERSONAL LEAVE

All employees covered hereunder shall, subject to the approval of the Employer in advance, be entitled to absence from employment without loss of compensation or deduction from accumulated vacation or sick leave credits, for personal reasons. Request, therefor, must be made at least one week in advance, where practicable. The granting of such personal leave shall not be on the basis of discrimination.

Examples of grounds for seeking such leave of absence are as follows:

1. Legal business.
2. Attendance at funeral other than immediate family - close friend.
3. For the taking of a physical examination for military service or in connection with service disability.
4. Household emergencies, including but not limited to malfunction of household equipment.
5. Incidents connected with automobile accident or other accidents and business related thereto.
6. Delays in transit caused by weather conditions or transportation delays.
7. Family celebration such as graduation of member of immediate family, transporting child to and/or from college at beginning or ending of the school year, and religious commencements of the member of immediate family and birth of child in the immediate family.

ARTICLE XVI - MILITARY LEAVE

Military Leave shall be afforded as required by Section 242 of the New York State Military Law.

ARTICLE XVII - MEAL ALLOWANCE AND LODGING EXPENSE

All employees assigned to trips shall be paid the following meal allowance and lodging expenses when required to lay over because of the nature of the trip or breakdown of equipment:

Meal: Breakfast	\$ 3.00
Lunch	\$ 4.00
Dinner	\$ 7.00
Total of	\$14.00 per day

Lodging: Employee shall be reimbursed for reasonable expenses incurred in lodging in connection with this provision.

In the event any employee is required by the Employer to make a trip, a reasonable cash advance shall be given to the employee to cover his actual expenses. Employees on trips will be required to obtain receipts and all cash in excess of receipts will be promptly returned to the Employer upon the completion of the trip.

A shift worker working two (2) consecutive shifts shall be entitled to a meal allowance of \$10.00 for dinner, even though work is being performed at the normal work site.

ARTICLE XVIII - LIFE INSURANCE, PENSION

The Employer shall provide all employees covered by this Agreement with a life insurance policy in the sum of \$5,000.00 with double indemnity for accidental death. Such insurance will be discontinued when the employee is covered by a minimum of \$5,000.00 in death benefits under the New York State Employee's Retirement System.

All employees shall be entitled to retirement pay under the New York State Retirement Plan System at the rate of 1/2 pay whenever said employee(s) have completed 25 years of service in accordance with rules and limitations of the New York State Retirement System as then provided.

ARTICLE XIX - WORK DAY - WORK WEEK - OVERTIME

The work week shall be Monday through Friday, inclusive, for all employees covered hereunder, except those employees who by the nature of their employment are assigned to shift work.

The work day shall be eight (8) consecutive hours, Monday through Friday.

Department members may be required to perform on-call duty during the hours of Friday, from 3:00 P.M. to Monday at 7:00 A.M., for which such employees shall be paid \$100 to be "on-call". In the event of a Friday or Monday holiday, there shall be an on-call per diem rate of \$50. On-call status shall be based upon a rotational system using the seniority call list.

In the event that an on-call employee is unavailable for service when called, s/he shall not be entitled to the compensation provided for above.

Overtime for all hours worked in excess of eight (8) hours a day will be paid at the rate of time and one-half the applicable hourly rate of pay.

Day shift in-town workers who are required to work beyond 1 A.M. may report to work one hour later than the regular reporting time on the next following day.

All hours worked on a Saturday that is not a holiday shall be paid for at the rate of time and one-half the employee's regular hourly rate of pay, except employees heretofore referred to as shift employees.

All hours worked on a Sunday that is not a holiday shall be paid for at the rate of double the employee's regular hourly rate of pay, except employees heretofore referred to as shift employees.

All hours worked on a holiday as defined under Article XII, shall be paid at the rate of two and one-half times the employee's regular hourly rate of pay. Employees called out on a holiday shall be guaranteed a minimum of four (4) hours holiday pay. Employees required to work more than four (4) hours on a holiday shall be guaranteed a minimum of eight (8) hours holiday pay.

NORMAL OVERTIME: All employees will be required to work a normal amount of overtime. Normal overtime is defined as two (2) hours per day. After two (2) hours of normal overtime, each employee shall be entitled to thirty (30) minutes meal period or if not practical, the Employer must make suitable arrangements to transport food to the job site. And it shall be the responsibility of the Employer to furnish such food or reimburse employee for the appropriate meal unit as defined in Article XVI.

Overtime work shall be rotated on an equitable basis for each employee, providing the employee is qualified to perform the work.

No employee shall be paid less than his basic rate of pay.

An employee assigned work out of his regular job classification will be paid at the higher classification rate if the employee works eight hours in a higher category in a calendar week.

There shall be no pyramiding of overtime or premium rates of pay.

Notwithstanding any other provision in this Agreement to the contrary, filter plant workers may be assigned to twelve (12) hour shifts, in which event overtime pay will not be required until hours in excess of twelve (12) are worked during a week day or more than eighty (80) hours are worked during a two (2) week work period. The shift differential for all hours of the twelve (12) hours shifts at the filter plant shall be set at the rate of three and one-third percent (3 1/3%) and such employee shall not be entitled to the five percent (5%) night shift differential of Article XX(D).

ARTICLE XX - WAGES

A. Wages will be increased by 2.9% effective January 1, 2009 and 2.9% effective January 1, 2010.

B. Longevity increases will be paid as per the following:

	<u>2009</u>	<u>2010</u>
5 years	\$1,000	\$1,100
10 years	\$1,800	\$1,900
15 years	\$1,900	\$2,000
20 years	\$2,000	\$2,100
25 years	\$2,100	\$2,200

Longevity pay shall be payable in a single check on the payday next following the anniversary date of employment. Longevity pay shall not be added into base pay for the purpose of determining annual salary increases and is not cumulative. A separate check shall be issued for retroactive pay.

C. All employees shall work a minimum of forty (40) hours per week and in the event the Employer is unable to provide work for at least forty (40) hours in any given week, the

employee shall be paid his usual and regular amount of pay for working a forty (40) hour week. However, if the Board's failure to provide work is for a reason beyond its control, such as but not limited to, fire, flood, power failure, snow storm, strike, act of God, or a similar emergency, this guarantee shall not hold.

- D. Shift workers shall receive a shift differential of five per cent (5%) for hours worked on the 4 P.M. to 12 midnight and 12 midnight to 8 A.M. shifts.
- E. Effective January 1, 2003, the Department will pay \$1.00 per hour for all hours on days when employees are required to drive a vehicle requiring a CDL license.

ARTICLE XXI - DESCRIPTION OF DEPARTMENT SUPERVISOR

In order to assure an orderly understanding of authority of supervisors for job assignments and instruction, the Water Board shall designate by name those persons with such authority in each department and post notices of such designation in each department.

ARTICLE XXII - HOSPITALIZATION, MEDICAL INSURANCE AND DENTAL PLAN

A. INDIVIDUAL HEALTH INSURANCE COVERAGE:

During the period January 1, 2006 through December 31, 2006, the Employer shall pay 100% of the cost for employees enrolled in the individual health insurance plan. Effective January 1, 2007, employees will pay 3% of the cost, per year, of individual health insurance coverage. Effective January 1, 2008, employees will pay 5% towards the cost of individual health insurance coverage. In 2009 and 2010, the Employer will contribute the remainder of the cost of the individual health insurance plan for hospitalization and medical insurance in the current, comparable or superior plan to the plan presently in effect.

B. FAMILY HEALTH INSURANCE COVERAGE:

Employees hired on or before January 1, 1990, selecting family coverage will contribute \$500 per year toward the cost of such coverage in 2006 and 2007. Effective January 1, 2008, employees hired on or before January 1, 1990 will contribute 5% of the cost, per year, for family health insurance coverage. Each year, the Employer will contribute the remainder of the cost of the family health insurance plan for hospitalization and medical insurance in the current, comparable or superior plan to the plan presently in effect.

Effective January 1, 2006, employees hired after January 1, 1990 selecting family coverage shall be entitled to Employer contributions of 75% toward the cost of family health insurance with employees paying 25% of the cost of the plan. In determining comparability, the list of participating providers shall not be a factor to consider.

Effective January 1, 2007, employees hired after January 1, 1990 selecting family coverage shall be entitled to Employer contributions of 77% toward the cost of family health insurance with employees paying 23% of the cost of the plan. In determining comparability, the list of participating providers shall not be a factor to consider.

Effective January 1, 2008, employees hired after January 1, 1990 selecting family coverage shall be entitled to Employer contributions of 80% toward the cost of family health insurance with employees paying 20% of the cost of the plan. In determining comparability, the list of participating providers shall not be a factor to consider.

C. **HEALTH INSURANCE COVERAGE IN RETIREMENT**

Effective January 1, 2006, for unit members retiring after January 1, 2006 with thirty (30) or more years of service with the Kingston Water Department, the Employer will pay 100% of the cost of individual insurance plan coverage and 35% of the difference between the cost of the individual and family plan.

Effective January 1, 2006, for unit members with ten (10) or more years of service with the Kingston Water Department, the Employer will pay 90% of the cost of individual insurance plan coverage and 35% of the difference between the cost of the individual and family plan.

D. **SECTION 125 PLAN**

Section 125 Internal Revenue Code Plan will be implemented only for premium contributions as soon as practicable.

E. **HEALTH INSURANCE BUY-OUT OPTION**

Unit members who are otherwise health insured may opt-out of the Employer's Health Insurance Program and receive a payment of \$1,700 per annum for opting out. Payment is to be made in twelve (12) monthly installments of \$141.67 each so long as the employee remains employed. Beginning with the 1986-87 contract year, notice of opting out and proof of alternative health insurance coverage must be provided to the Business Office, in writing, by no later than July 1 for opting out effective August 1. Unit members who at the time of opting out of the Health Insurance plan are enrolled in the family health plan will receive \$3,250 per annum for opting out of the plan. Payment is to be made in twelve monthly installments of \$270.84 each so long as the employee remains employed.

Re-entry into the Health Insurance Program shall be allowed at any time, subject only to the waiting period, if any, of the Health Insurance Program rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy-out paid for the remaining months of the applicable contract year (i.e.: If an employee re-enters on January 1st, s/he shall refund \$300.00 to the Employer).

New hires may opt-out and receive this benefit on a pro-rated basis, where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office.

F. DENTAL PLAN

The Employer shall provide the GHI Preferred Dental Plan for all employees covered by the Agreement. The Employer will pay full premium costs for this coverage to include employees' dependents to the extent of plan costs.

ARTICLE XXIII - DURATION CLAUSE

This Agreement shall be for two (2) years and shall take effect January 1, 2009 and shall continue in effect to and including the 31st day of December, 2010

ARTICLE XXIV - LEGISLATIVE AUTHORIZATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THE PARTIES HAVE SET THEIR HANDS AND SEALS WITH THIS DAY.

DATED: May 15, 2009

KINGSTON CITY WATER BOARD

**LOCAL 750, COUNCIL 66,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

BY: Joseph DeCicco
Joseph DeCicco, President

BY: Joseph Donaldson
Joseph Donaldson, Steward

WITNESS: Judith Hansen
Judith Hansen, Superintendent

Harold Roberts
Harold Roberts, President

Mark Teig
Mark Teig, Staff Representative

APPENDIX "A" - GRIEVANCE PROCEDURE

DECLARATION OF POLICY:

In order to establish a more harmonious and cooperative relation-ship between employees, supervisors and members of the Board of Water Commissioners which will enhance the working program of the Board of Water Supply, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the Board. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

DEFINITION:

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, supervisory orders of work rules of a government or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, including any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding, and contractual violation.

BASIC PRINCIPLES:

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible state is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedure by the Union Shop Steward or a representative of the Union.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent of the Kingston Water Department to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
7. The function of these proceedings is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies which relate to or affect the employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

PROCEDURES:

Employees of the Water Board who have a grievance shall follow the lines of Authority attached hereto.

Step 1. Informal Step: Employees having a grievance shall orally present such grievance to their immediate superior in any area. The immediate superior shall verbally render his determination to the aggrieved employee within a period of two days. Employees having a grievance shall orally present such grievance to their immediate superior in any area within 48 hours after the occurrence of such alleged grievance.

Step 2. Formal Stage:

A. Within five days after an informal decision has been rendered by the immediate superior, an aggrieved employee may appeal the person designated by the Employer in the Lines of Authority Table, which appears below, for a review of the oral decision rendered by his immediate superior. Such an appeal shall be in writing.

B. The Supervisor listed in the Lines of Authority shall hold a hearing with the aggrieved employee and the immediate superior present. Within five (5) days after such hearing the Supervisor shall render his decision in writing to both the aggrieved employee and the immediate superior.

Step 3. If an aggrieved employee objects to the decision rendered by the Supervisor listed in the Lines of Authority, he may, within five (5) days, appeal to the Superintendent of Water Department for a review of the entire proceedings to date. Such a request shall be in writing and shall clearly state the reasons why the previously rendered decisions are unsatisfactory to the employee. The Superintendent may request written statements from all parties concerned in making the previous decisions. He shall, within fifteen (15) days of the receipt of the notice of appeal, meet with the aggrieved employee and any other personnel in the employ of the Water Department who he feels can aid him in rendering a decision concerning the aggrieved employee. Such decision shall be rendered within five (5) days from the date of the hearing and shall be in writing with copies going to all Supervisors involved in the grievance procedure and to the Board of Water Commissioners.

Step 4. In all procedures concerning an aggrieved person in the Water Department, the final court of appeal will be the Board of Water Commissioners. Appeals to the Board of Water Commissioners shall be submitted through the Superintendent of the Water Department.

Step 5. In the event any grievances filed pursuant hereto shall remain unresolved after proceeding through Steps 1 through 4, respectively, such grievances may then be pursued by submission thereof to Advisory Arbitration. Advisory Arbitration however, shall not occur in any case where the procedures outlined in Steps 1 through 4 have not been pursued. Such arbitration shall be advisory only and shall not be legally binding upon the Employee or the Department, since the Board of Water Commissioners shall make the final determination pursuant to Step 4 hereof. All costs arising as the result of Advisory Arbitration shall be borne Fifty (50%) percent by the Union and Fifty (50%) percent by the Employer.

LINES OF AUTHORITY

Pursuant to Appendix A of the Agreement between the parties, it shall be incumbent upon the Employer to designate by name those persons who have authority to handle grievances in each department. The Employer shall post notices of such designation in each department.

AMENDMENTS

These procedures may be amended at any time by the Board of Water Commissioners after such proposed amendments have been submitted at least ten (10) days prior to their adoption to the Union for its approval.

At any time during the year, the Union may submit proposed amendments to the Board of Water Commissioners.

DISTRIBUTION OF PROCEDURES

A copy of these procedures, and any amendments thereto, shall be distributed to all employees and shall be filed with the Clerk of the Water Board within fifteen (15) days after their adoption. The procedures shall be open to public inspection, at reasonable times, with the Clerk of the Board or at the Board's business office.