

ARTICLES OF AGREEMENT

BETWEEN

WEST VIRGINIA-AMERICAN WATER COMPANY, HUNTINGTON DISTRICT

AND

**UTILITY WORKERS UNION OF AMERICA, AFL-CIO
LOCAL UNION NO. 176**

PHYSICAL BARGAINING UNIT

DATED

April 15, 2005

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CONTRACT made and entered into as of the **15th day of April, 2005, by and between WEST VIRGINIA AMERICAN WATER**, Huntington, West Virginia, and its successors in corporate existence, party of the first part, hereinafter usually referred to as the "Company" and **LOCAL NO. 176, UTILITY WORKERS UNION OF AMERICA, AFL-CIO**, party of the second part, hereinafter usually referred to as "Union," acting for itself and as the representative of employees of the Company in the Bargaining Unit.

WITNESSETH:

The Company and the Union, in consideration of the obligations hereinafter set forth by each of the parties to be kept and performed, do hereby agree as follows:

SECTION 1. Recognition and Representation

- (1.1) The Union is hereby recognized and accepted by the Company as the sole and exclusive bargaining agency for all employees of the Company, excepting employees engaged as office workers, clerical workers, management, supervisory and professional personnel, and lab technicians; and the Company agrees that it will negotiate with the accredited representatives of the Union as the representatives of the employees for the Company in the Bargaining Unit represented.

SECTION 2. No Strike or Lockout

- (2.1) In furtherance of harmonious relations among employees, the management, and the public, it is mutually agreed by the parties hereto that there shall be no lockout, strike, work stoppage or intentional slowdown during the term of this Agreement. However, there shall be no liability on the part of the Union for any strike, work stoppage or intentional slowdown when such strike, work stoppage or intentional slowdown is not authorized by the Union, and when in addition, duly authorized officers of the Local Union shall within five (5) hours after notification by the Company, sign and cause to be posted in prominent places within the office or plant of the Water Company, a notice that the strike, work stoppage or intentional slowdown was not authorized by the Local Union and directing all employees to return to their respective jobs promptly or to cease any action which may adversely affect any operation of the Company. The Company shall have authority to discipline any employee or employees engaged in any unauthorized strike, work stoppage or intentional slowdown, subject to the Union's right to present a grievance as outlined in this Contract.

SECTION 3. Adjustment Procedures

- (3.1) Recognition of the fact that the Company and its employees represented by the Union have a mutual responsibility to the public which requires that disagreements arising between the employees and the management be settled in an orderly way without interruption of water service, it is agreed that differences which may arise between the employees and the management of the nature of those mentioned in the following paragraphs within this section shall be adjusted in accordance with the provisions set out in this Section 3.

Disagreement Arising Under Contract

- (3.2) Any disagreement, dispute or grievance which shall arise between the Union or the employees and the Company with respect to the interpretation or application of any of the terms or provisions of this Contract shall be, during the term of this Contract, settled by the following procedure:
- (3.2.1) All **written** grievances shall be numbered in sequence showing a suffix which will indicate the year. (Example: 1-92, 2-92, etc.)
- (3.2.2) Any grievances shall be presented verbally to the immediate supervisor within 48 hours after which time is deemed a waiver of rights to said grievance.
- (3.2.3) If the grievance is not settled through the normal procedure with direct contact between the employee and his/her immediate supervisor, a written grievance shall be presented to the department head within three working days.
- (3.2.4) The department head or the designated representative shall answer the grievance in writing within three working days. The answer shall be written on the back of the grievance.
- (3.2.5) The employee shall within three working days, accept or reject the answered grievance and so indicate in writing on the back of the grievance and present said grievance to the department head or the designated representative.
- (3.2.6) If grievance is still not settled in the above manner, then the original copy of the grievance with all written answers shall be submitted to the Manager or the designated representative within seven working days after the date of the last answer on the back of the grievance. The Union President or the designated representative will request a conference with the Manager by direct contact within the seven days outlined above.
- (3.2.7) If the above procedure still does not satisfy the grievance, the matter shall, upon request of either party, be submitted to arbitration as provided in paragraph 3.2.8. below.

(3.2.8) Any grievance which remains unsettled after being fully processed pursuant to the applicable steps provided for above may be submitted to arbitration before a single neutral arbitrator upon written request of either the Union or the Company. An arbitrator shall be selected by the Union and the Company by alternately striking names from a panel of seven (7) names supplied by the Federal Mediation and Conciliation Service (FMCS) within ten (10) days after the receipt of said panel unless otherwise agreed by the parties. Each party may reject one, but not more than one, panel of arbitrators.

(3.2.9) "It is expressly understood that the time limitations set forth in this agreement are of the essence and may only be waived in writing signed by a representative of each of the parties. In the event that the Company fails to comply with any time limitations hereunder, the grievance as submitted shall be deemed to have been granted. If the Union or the Employee fails to comply with any time limitations hereunder, the grievance shall be deemed to have been withdrawn."

SECTION 4. Wages and Hours

(4.1) A schedule setting forth the wage rates, hours and related items for the various classifications and occupations covered by this Agreement, is hereby accepted by the parties hereto and is marked Appendix "A" and made a part thereof.

SECTION 5. Premium Pay

(5.1a) All premium rates apply except in instances of changing schedules noted elsewhere in this agreement

(5.1) Overtime

(5.1.1) Non-Shift Employees

(5.1.1.1) One and one-half (1-1/2) times the regular hourly rate shall be paid for:

(5.1.1.1a) All hours worked on Saturday. (except for Tuesday - Saturday Customer Field Representative)

(5.1.1.1b) All hours worked in excess of forty (40) in any one week.

(5.1.1.1c) All hours worked in excess of eight (8) within a twenty-four (24) hour period. This provision applies to employees transferring between non-shift and shift work.

(5.1.1.2) Two (2) times the regular hourly rate shall be paid for all hours worked on Sunday.

(5.1.2) **Shift Employees**

(5.1.2.1) One and one-half (1-1/2) times the regular hours rate shall be paid for:

(5.1.2.1a) All hours worked in excess of forty (40) in any one work week.

(5.1.2.1b) All hours worked in excess of eight (8) within a twenty-four (24) hour period beginning with the starting time for the last period worked at straight time. This provision applies to employees transferring between shift and non-shift work.

(5.1.2.1c) When an operator is off for 2 days or less for any reason, the filling of this position shall be considered overtime.

(5.1.2.2) Two (2) times the regular hourly rate shall be paid for all hours worked on the second of an employee's regular scheduled days off in any work week and on the single day off in the scheduled six (6) day work week.

(5.1.2.3) Employees may be allowed to trade shifts by mutual agreement, subject to the approval of the Manager, and may work overtime without overtime pay when such overtime is for the convenience of the employees and not the Company, provided such arrangement shall not be in violation of any of the provisions of the Fair Labor Standards Act of 1938 as amended or other applicable legislation.

(5.1.3) No employee shall be paid both daily and weekly overtime for the same hours worked. No daily overtime shall be paid when employees are changing from one shift to another, or when employees at their own request are working extra time in order to be excused during regular shifts.

(5.1.4) An employee shall not be required to take time off during the scheduled working hours for overtime worked or to be worked unless, in emergencies, he/she is required to work overtime to such an extent as to be unable to obtain sufficient rest before the start of the regular working period.

(5.1.5) Any employee covered by the provisions of this Section reporting for work upon order of the Company, either expressed or implied, who is not put to work for any reason excepting weather conditions or accident, shall receive a minimum of four (4) hours pay. If an employee is laid off after noon, he/she shall receive eight (8) hours pay for the day.

(5.1.6) Any employees called to work after having left the premises at the completion of the regular scheduled work day, and prior to the commencement of the next regularly scheduled work day, shall be paid for a minimum of four (4) hours. Paid travel time shall be limited to no more than thirty (30) minutes on callouts.

(5.1.7) **Sharing of Overtime**

- (5.1.7.1) Insofar as practicable, overtime shall be distributed equitably among qualified employees in the job or jobs in which the overtime work is required. This section shall not require the calling of any employee for a job which he/she is not qualified or the taking of any employee off a job which he/she is doing and which requires overtime work of a few hours duration in order to give said overtime work to another employee.
- (5.1.7.2) When an error is made by supervision in the administration of overtime, and an employee is thereby denied a callout, the Company will pay the employee the same as the employee that worked for the number of hours he/she would have worked had the error not been made. The posting of overtime will be on a weekly basis.
- (5.1.7.3) In any twenty-four (24) hour period in which there has been no rest period of at least eight (8) consecutive hours, an employee who has worked sixteen (16) hours or more shall receive double (2) time for all hours worked in excess of sixteen (16), and shall be entitled, when released from work, to a rest period of eight (8) hours before returning to work. If the rest period extends into the next regular scheduled hours, he/she shall be excused from duty for that portion of the scheduled hours which is covered by the rest period without loss of pay.
- (5.1.7.4) When the position of General Field Representative must be filled on a temporary basis due to vacation, illness, or similar absence, the position will be filled in accordance with departmental equalization of overtime by a Utility Worker 3 classification or higher.
- (5.1.7.5) **Any employee who refuses to work overtime or doesn't answer a call between 10 p.m. and 5 a.m., seven days per week, will be charged a refusal for the overtime hours.**
- (5.1.7.6) **Employees will notify a supervisor of their inability to work extended overtime within one (1) hour of the beginning of their shift. The Company agrees to accommodate emergency situations.**
- (5.1.7.7) **The Company can assign emergency work to employees who are on the Company premises up to one (1) hour before their normal start time, with premium pay being paid for up to two-hour call out, with the understanding that no duplication of hours be paid.**
- (5.1.7.8) **Before anyone on vacation is called for Networking (Distribution & Commercial) overtime, all bargaining unit members in Networking who are currently actively working will be contacted (note this does not apply to Production employees).**

(5.1.7.9) Any employee who is called to work while on vacation will receive premium pay only for the hours they are called to work and receive the lost vacation day back for future use.

(5.1.8) **Meal Allowance**

(5.1.8.1) The Company agrees when an employee remains at work after completion of the regular work day, he/she shall be entitled to a meal allowance of ten dollars (\$10.00) the first year, ten dollars twenty-five cents (\$10.25) the second year, ten dollars fifty cents (\$10.50) the third year, ten dollars seventy-five cents (\$10.75) the fourth year, eleven dollars (\$11.00) the fifth year, and eleven dollars twenty-five cents (\$11.25) the sixth year at the following intervals.

One meal at the end of the first two (2) hours of overtime.

One meal at the end of each four (4) hour intervals thereafter during such overtime work.

(5.1.8.2) Meal allowances will be included on the employee's paycheck for allowances earned during the pay period.

(5.1.8.3) The Company agrees that when an employee is called out after leaving for the day, or is called on off days (except with prior notice), he/she shall be entitled to meal allowance at the following intervals:

One meal at the end of the first four (4) hours of call out time and at four (4) hour intervals thereafter during such overtime work.

(5.1.8.4) The employee may elect to take the first meal on extended overtime or call out as provided in the Contract. The time taken to eat the meal shall not be considered in computing the time for which the next meal allowance and/or meal period is due.

(5.2) **Holidays**

(5.2.1) The following holidays will be recognized for the purposes set forth in the subsequent paragraphs of this Section:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- (5.2.2) When a holiday falls on Sunday, it will be observed on the Monday following. When a holiday falls on Saturday, it shall be observed on the preceding Friday. For the Tuesday - Saturday Customer Field Representative, if a holiday falls on a Sunday, it will be observed on Saturday. If it falls on a Monday, the Tuesday - Saturday Customer Field Representative will observe the holiday on Tuesday.
- (5.2.3) When any of the above-named holidays are declared as legal holidays on days other than the regular calendar date, such designated days will be recognized as the holiday for the purpose of this Agreement.
- (5.2.4) Employees in the Distribution and Meter Departments shall not normally be required to work on Sundays or any of the above-named holidays, but shall be paid their normal pay for the day when not required to work. When a regular shift employee is not required to work on a holiday, he shall be paid for eight (8) hours at the regular hourly rate which is construed to mean the rate applicable to the daytime shift.
- (5.2.5) Each non-shift employee will normally not be required to work on any of the foregoing holidays, but when required to work on a holiday shall be paid, in addition to their normal pay for the day, at two (2) times the regular rate of pay for the hours worked on such holidays in excess of the number of hours normally worked on such days.
- (5.2.6) Each shift employee will normally be required to work on holidays, and will be paid in addition to their normal pay for such holiday, at the rate of two (2) times their regular rate of pay for all time worked during their regularly scheduled shifts, and two (2) times the regular hourly rate for all others worked on such holidays.
- (5.2.7) When a holiday falls on an employee's scheduled work day, the hours normally worked or the hours actually worked, whichever is greater, shall be used in determining eligibility for weekly overtime. When a holiday falls on a day when the employee is not scheduled to work, only the hours actually worked shall be used in determining eligibility for weekly overtime.
- (5.2.8) When a holiday occurs on a scheduled working day during a vacation period, all regular employees covered by this Contract shall be allowed an extra day's vacation to be taken at such time as work requirements will permit or, at the option of the employee, shall receive an extra normal day's pay at regular hourly rates.
- (5.2.9) Each employee must work the scheduled day before and after a holiday to receive pay, unless employee has an excused absence.

SECTION 6. Detailed Terms of Employment

- (6.1) The Company shall require as a condition of employment that all present employees who are subject to this Contract shall remain members of the Union in good standing for the duration of this Agreement. All new employees shall, as a condition of employment, become members of the Union within thirty (30) days from the date of employment and remain members of the Union in good standing for the duration of this Contract.

SECTION 7. Union Dues

- (7.1) The Company agrees to withhold Union dues as authorized by the employee each month out of the wages due members of the Union under this Contract for each member of the Union who requests the Company in writing to make such deduction from his/her wages. The deduction is to be made from the first pay period for each and every month, and the Company agrees to pay monthly the amount withheld to the Financial Secretary of the Union. The Financial Secretary of the Union shall, annually or whenever a dues deduction change is necessary, notify the Company in writing of the employee and amount to be withheld by the Company.

SECTION 8. Company Rules

- (8.1) The Union agrees that its officers and members will live up to Company rules and regulations in the interest of safety, economy and continuity of service to the public.
- (8.2) The Company agrees that there shall be no discrimination against any employee on account of service on any Employee's Committee.
- (8.3) The Union and the Company will not engage in subterfuge for the purpose of defeating or evading provisions of this Contract.

SECTION 9. Seniority

- (9.1) It is understood and agreed that in all cases of promotion or of increase or decrease or transfer of employees within the scope of the Contract, length of continuous service and ability to perform the work to be done shall be considered. Where ability to perform the work is equal, length of continuous service shall govern.
- (9.2) In cases of promotion or transfer or decrease of employees in any particular department, length of continuous service as used in this Section shall be interpreted to mean length of continuous service within the particular department.

- (9.3) If a vacancy occurs in any department, any member of the Union employed within that department shall be permitted, according to his/her seniority, to fill the vacancy in that department. If the vacancy is not filled by any member of the Union employed within that department, any member of the Union shall be permitted, according to his/her seniority, to fill the vacancy in that department or position within the scope of this Contract. An employee filling a vacancy shall start at the permanent prevailing wage rate of the job in which the vacancy occurs, except as noted in Section 29, Step Rates.
- (9.3.1) If classification currently existing in contract is being filled 50% of the year, it must be posted, upgrades for occupational and non-occupational sickness will not count.**
- (9.4) Only in the case of layoffs within any department, any member of the Union who is laid off may bump any member of the Union within that department who has less departmental seniority; the laid-off employee may bump any member of the Union in any other department with less seniority.
- (9.5) When an employee bids on a vacancy or desires to bump another employee in order to avoid a layoff within that department, "length of continuous service" shall be interpreted to mean length of continuous service with the Company. In any cases arising under the above, the Company reserves the right to temporarily fill any vacancy pending the operation of the procedure described hereinbefore, but except in emergencies, the senior qualified employee will be selected.
- (9.6) Permanent employees laid off in the future will be called back according to their seniority up to two (2) years. The right of recall shall be forfeited by the employee if the employee fails to notify the Company of his/her intent to return to work within (72) hours after written notice is sent to the employee by the Company by Certified Mail (Return Receipt Requested) addressed to the employee's last known address appearing on its records. In all cases, the employee must return to work within two (2) weeks after receipt of notification of recall, unless otherwise waived by the Company.
- (9.7) All provisions of this Section shall be understood to be applicable only when in conformity with all Federal, State and local laws and regulations regarding equal employment opportunity, including the Americans with Disabilities Act of 1990.
- (9.8) Temporary employees hired shall have no seniority rights until permanently employed. Once permanently employed, such temporary employees shall then be entitled to full credit in determining seniority rights for the period of temporary employment.
- (9.9) All new employees shall be classed as probationary employees for the first ninety (90) days of their employment. If the occasion arises that the Company would be required to hire employees to fill existing classifications in the Commercial, Distribution, or Production Departments who do not have prior

experience, these employees will receive twenty-five cents (\$0.25) less than the established step rate during the probationary period.

SECTION 10. Application of Seniority

- (10.1) Notice of a vacancy in an existing position or in a newly created position shall be posted at places accessible to employees affected and shall remain posted for a period of five (5) working days, within which time applicants eligible and desiring to fill such vacancy shall apply in writing to the official of the Company designated in the notice. Such notice shall set forth the title of the position to be filled, hours of work, days of relief, rate of pay and outline of duties. Within five (5) working days after the expiration of the posting period, the Company shall have assigned the accepted applicant to such vacancy or newly created position. The decision to apply or not to apply for promotion or transfer to an existing position or a newly created position is entirely within the employee's own option.
- (10.2) Any employee assigned to a new position shall have up to sixty (60) days in which to demonstrate qualifications to perform the duties of that position. If he/she is unable to qualify within that trial period, he/she may return to the position from which he/she came without loss of seniority.
- (10.3) The Company reserves the right to temporarily fill any vacancy during the ten (10) day period required for the operation of the procedure described hereinbefore.

SECTION 11. Work Performed, Various Types

- (11.1) The chipping of concrete, tile, brick or other composition pavement, and the replacing of same for the installation of mains, services, or meters may be performed by employees engaged in the classes of work specified in "A1" and "A2" of Appendix "A".
- (11.2) During any time when an employee is assigned to a job which consists primarily of finishing concrete, he/she shall be paid the rate stipulated in "A1" of Appendix "A" for Utility Worker 5.
- (11.3) Employees in the classifications of Senior Utility Worker and Utility Worker 5 can shut down booster stations as necessary in the event of an emergency; however, the booster station must be started by a Maintenance Mechanic.

SECTION 12. Driving of Vehicles

- (12.1) Driving of trucks and automobiles shall be considered as incidental to the work of any particular class of employee, and while driving the employees shall be paid at the respective rates provided herein.

- (12.2) **If there is a National, Regional or Local Agreement between the Utility Union Workers of America and American Water on home-based reporting, Local 176 will abide by this agreement.**

SECTION 13. Pay Period

- (13.1) Employees shall be paid every other Friday for work done during the two week period ending at midnight of the preceding Sunday.

SECTION 14. Temporary Transfers

- (14.1) When permanent employees who are temporarily transferred from a Department in which they are employed regularly to another department paying a lower wage, they shall suffer no reduction in wages during such temporary transfer; and when employees are temporarily transferred to any job or department paying a higher hourly rate, they shall receive such higher hourly rate while working on such job, except as noted in Section 29.

- (14.2) Distribution personnel may be transferred to Commercial for meter change outs and touch pad hook ups. When this occurs, a like number of Meter Readers will be upgraded to Customer Field Representative pay rate for each day of such transfer even though they will continue to read meters. Distribution personnel will not be used for meter change outs and touch pad hookups on Saturdays until all Commercial Department employees have been contacted under the normal means of scheduling overtime to perform this work.

- (14.3) Employees on light duty may be temporarily transferred to classifications paying a higher rate without being paid the higher rate unless they are performing the entire duties of that higher classification.

- (14.4) Temporary transfers shall be limited to a period of sixty (60) days except when temporary assignments are needed to replace employees on vacation, leave of absence, or sick leave.

SECTION 15. Work Performed by Supervisors

- (15.1) Except in cases of emergency, the Company agrees that a foreman, supervisor, or executive shall not perform any work covered by this Agreement which is normally performed by the employees under his/her supervision other than to demonstrate how he/she desires the work to be done.

SECTION 16. Contracting of Work

- (16.1) The Company shall have the right to assign or contract the following work to persons or organizations not represented by the Union: (1) all existing contracting capabilities; (2) water mains 500' or more; (3) installation and/or change over of service lines involving water main projects which are contracted out to persons or organizations not represented by the Union; (4) hydrant painting; (5) grass cutting; (6) installation of large meter pits; and (7) vehicle washing. It is understood by the Union and the Company that the Company's assignment or contracting of work to persons or organizations not represented by the Union as stated above does not result in the loss of employment to the regular employees covered by this Agreement. It is also understood by the Union and the Company that it is not the Company's intent to assign or contract work not described above to persons or organizations not represented by the Union that will directly result in the loss of employment for regular employees covered by this Agreement.
- (16.2) **The Company will be allowed to contract out the grass cutting, painting, and cleaning at the plant as well as flagging on straight time only up to a maximum of 24 times per year. The Union will be notified in writing every time the contractors do flagging.**

SECTION 17. Leaves of Absences

- (17.1) Employees can be granted leaves of absence for good cause with the consent of the Company without prejudice to seniority or other rights. All leaves of absence shall be requested and issued in writing and shall state the conditions under which such leaves are granted.

SECTION 18. First Aid Supplies

- (18.1) First aid supplies shall be kept and maintained on work trucks and at the Treatment Plant, Operations Center, and office.
- (18.2) **The Company shall provide one hundred forty dollars (\$140.00) for Iron Age Shoes or equivalent safety shoes every twelve (12) months for those employees for whom it deems the same are necessary.**
- (18.3) The Company shall provide one set of winter and one set of summer Carhart or equivalent coveralls, replaced on an "as needed" basis, to Relief Operators, Plant Maintenance personnel and Distribution Department employees. The Company will provide one set of Carhart coveralls to Commercial Department employees and Carhart jackets to Plant Operators, replaced on an as needed basis.

SECTION 19. Jury Duty and Death in Family

- (19.1) The Company guarantees normal pay to employees while on jury duty by paying the difference between normal pay and the amount received as jury fees.
- (19.2) Regular employees shall be granted a maximum of four (4) days absence with pay in the event of death of their father, mother, brother, sister, spouse, child, grandchild, mother-in-law or father-in-law. It is agreed, however, that where circumstances permit, employees will return to work on the day following the funeral.
- (19.3) Regular employees shall be granted a maximum of one (1) day's absence with pay for the purpose of attending the funeral of their step-mother, step-father, step-brother, step-sister, grandparent, brother-in-law, sister-in-law, aunt or uncle.

SECTION 20. Inclement Weather

- (20.1) Except in cases of emergency, employees shall not be required to work in weather so inclement as to jeopardize their health or cause extreme discomfort. It is the intent of both parties to work together in applying this rule in a reasonable manner.

EMPLOYEE BENEFITS

SECTION 21. Personal Leave Days

- (21.1) Employees will have three (3) paid personal leave days. New employees shall earn personal leave days during the first year of employment as follows:
- | | |
|---|-----------------|
| Employed prior to July 1 - | 3 Personal Days |
| Employed after June 30 and prior to October 1 - | 2 Personal Days |
| Employed after September 30 - | 1 Personal Day |

SECTION 22. Vacations

- (22.1) The vacation year shall, in all cases, be the calendar year beginning January 1 and ending December 31. No vacation may be taken until earned.
- (22.2) Only employees hired prior to September 6, 1995 who will have completed twenty-eight (28) years of continuous service by December 31 of any year shall be entitled to a vacation of six (6) weeks within that calendar year.

- (22.3) Each employee who will have completed twenty-two (22) years of continuous service by December 31 of any year shall be entitled to a vacation of five (5) weeks within that calendar year.
- (22.4) Each employee who will have completed fourteen (14) years of continuous service by December 31 of any year shall be entitled to a vacation of four (4) weeks within that calendar year.
- (22.5) Each employee who will have completed seven (7) years of continuous service by December 31 of any year shall be entitled to a vacation of three (3) weeks within that calendar year.
- (22.6) Each employee who, as of January 1 of any year, has been continuously in the service of the Company for two (2) years, shall be entitled to two (2) weeks vacation within that calendar year.
- (22.7) Each employee who, as of January 1 of any year, has been continuously in the service of the Company for one (1) year or more, but less than two (2) years, shall be entitled to one (1) week of vacation plus one (1) day of vacation for each additional two (2) months of service over one (1) year.
- (22.8) Employees who have been in the service of the Company for two (2) months or more, but less than one (1) year as of January 1 each year shall be entitled to one (1) day of vacation for each two (2) months of service. The major fraction of a month shall be counted as a full month.
- (22.9) For each full week of vacation to which an employee is entitled, he/she shall be paid an amount equal to the wage as determined by the regular scheduled hours of employment.
- (22.10) However, in the case of an employee who has been assigned to a higher rated classification than his/her own for 50% of the time worked during the twelve (12) months immediately preceding scheduled vacation, vacation pay shall be computed at the regular hourly rate and normal scheduled hours of that higher-rated classification. For vacations of less than one (1) week, the employee shall be paid for each day of such vacation an amount equal to eight (8) times the regular basic hourly rate of pay. The Company will, upon request, pay an employee in advance for the period of the vacation.
- (22.11) The Company agrees that the employees' wishes will be considered in setting up each year's vacation schedule; and, if possible to do so without interfering with the orderly and continuous operation of the plant, employees shall be permitted to take their vacations at times desired by them.
- (22.12) Vacation schedules will be posted as of the first Wednesday after March 1 each year. The most senior 1/3 of employees will have one week to post their preferred vacations in seniority order; second senior 1/3, one week; and least senior 1/3, one week. Employees failing to post their vacation selection timely will lose seniority over other less senior employee's preferences. All posting must be completed within three weeks of the date first posted each year.

- (22.13) Vacations of two (2) weeks or less shall, as far as can be arranged, be taken in continuous periods and may not be accumulated.
- (22.14) Vacations of three (3), four (4), five (5), or six (6) weeks may be required to be split on the basis of operating requirements.
- (22.15) When an employee is scheduled to work some weeks of forty-eight (48) hours, only two (2) such weeks will be included in vacation for any year.
- (22.16) Upon termination of service for any cause, an employee shall be paid at the time of such termination for all accrued or earned vacation then due. **Employees who are retiring will be required to take all their accrued and earned vacation before retiring from the Company, unless approved by the Company.**
- (22.17) Employees may carry over up to one week of vacation each year providing they are eligible for at least three (3) weeks of vacation or more. Carried over vacation must be taken by no later than March 31st of the following year.

SECTION 23. Disability Benefits and Life Insurance

(23.1) Leaves of Absence for Sickness or Accident Disability

- (23.1.1) Employees will be granted leaves of absence for sickness or accident disability for the maximum periods shown below:

<u>Length of Service</u>	<u>Maximum Leave of Absence</u>
Sixty (60) days but less than six (6) months	Four (4) weeks
Six (6) months but less than two (2) years	Twenty-eight (28) weeks
Two (2) years but less than five (5) years	Two (2) years
Five (5) years but less than ten (10) years	Four (4) years
Ten (10) years and over	At least four (4) years

- (23.1.2) Upon receipt of competent medical certification that he/she is physically and mentally able to perform regular duties without jeopardy to self or others, an employee who has been disabled by occupational accident or disease incurred in the course of employment by the Company, and who has exceeded the maximum period of leave of absence applicable to length of service at the date such disability commenced, shall be rehired in accordance with accrued seniority at the time such leave of absence terminated.

(23.2) Payments During Leaves of Absence for Sickness or Accident Disability

(23.2.1) During periods of leave of absence for sickness or accident disability, employees will be paid in the maximum amounts hereinafter set forth:

(23.2.2) Each employee who is disabled and unable to perform regular duties as a consequence of illness, accident, or pregnancy shall be paid as follows during such disability:

<u>Length of Service</u>	<u>Maximum No. of Weeks in any Disability Year in Which payment is made by the Company</u>
At least six (6) months but Less than one (1) year	One (1) week
Over one (1) year	One (1) week for each completed year of service with a minimum of two (2) weeks

(23.2.3) If the employee is entitled to, in any given week, Weekly Sickness and Non-Occupational Accident Benefits under the Group Insurance Plan or Temporary Total Disability Benefits under the West Virginia Workers' Compensation Act, all employees will receive full wage or salary payments for as long as such payments are due, which means, until the employee has exhausted Company sick benefits within the disability year as is prescribed in the Company's Insurance Plan. He/she will, however, provided he/she is still disabled and certified by his/her physician, be entitled to receive A & S Benefits from the insurance company as outlined in the current group insurance plan. During this period, he/she will be paid the allowable Company sick benefits and after filing the insurance claim, all insurance benefit checks will be endorsed over to the Company. When Company benefits are exhausted, A & S Benefits will belong to the employee.

(23.2.4) The Company may require a suitable statement from the employee's physician certifying to the disability or may elect to have a physician selected by it to examine the employee. A sick slip shall be required after two (2) days absence if employee has a good absence record, otherwise a sick slip will be required after one day of absence.

(23.2.5) The employee's anniversary date of employment shall be used to determine the maximum benefits to which he/she is entitled.

(23.2.6) The "Disability Year" shall be any twelve (12) month period commencing with first date of disability on or after May 20, 1956. Thereafter, if the employee is actively at work on the first anniversary of this first disability, his next "Disability Year" will commence with the first date of disability following that anniversary date.

(23.2.6.1) If any period of disability overlaps the first anniversary of the employee's first disability, he/she shall continue to draw such pay from the Company until he/she has received the maximum number of weeks to which he/she would have been entitled in the "Disability Year" in which the overlapping period of disability commenced. He/she shall not then be entitled to further payments until he/she returns to active employment for at least one (1) day, nor shall he/she be entitled to further payments for the same or related disability until he/she has returned to active employment for two (2) weeks.

(23.2.6.2) In recognition of the fact that delay sometimes occurs in the determination of benefits payable under the Worker's Compensation Law, the Company agrees in order to assure continuity of income to a disabled employee that it will pay the employee's normal weekly wages in full for the period indicated in the schedule above, subject to agreement by the employee that any benefits currently or subsequently received from the Worker's Compensation Carrier (other than reimbursement of expenses) with respect to said period of disability shall be assigned to the Company.

(23.2.6.3) It is understood that these payments from the Compensation Carrier to be assigned to the Company include only weekly benefits for temporary disability. If the money is not submitted, the Company will notify the employee by confirmed delivery by the USPS that the money is due, and that the employee has ten (10) working days from the date of the confirmed delivery to submit the funds over to the Company. A copy of this notification will also be sent to the appropriate Union official.

(23.3) Group Insurance Welfare Plan

Group Insurance

The American Water System GROUP INSURANCE PLAN, as described in the booklets dated January 1, 1991 and July 1, 1994 and as modified by the Memorandum of Agreement between American Water Works, Inc. and the Utility Workers Union of America dated August 2, 1995, shall be in full force and effect through July 31, 2000. The Plan may thereafter be amended, modified or terminated through negotiations between American Water Works Company, Inc. and the Utility Workers Union of America. The Company and Union agree to be bound by the results of any renegotiation of the Group Insurance Plan between the American Water Works Company, Inc. and the Utility Workers Union of America. Group Insurance issues shall not be subject to any local negotiations.

SECTION 24. Pensions

The Pension Plan described in the booklet entitled American Water System PENSION PLAN, dated July 1, 1990, shall remain in full force and effect through July 1, 2000. The Plan may thereafter be amended, modified or terminated through negotiations between American Water Works Company, Inc. and the Utility Workers Union of America. The Company and Union agree to be bound by the results of any renegotiation of the Pension Plan between the American Water Works Company, Inc. and the Utility Workers Union of America. Pension issues shall not be subject to any local negotiations.

SECTION 25. 401 (K) Savings Plan

The 401(k) Savings Plan, effective August 1, 1993, and as modified by the Memorandum of Agreement between American Water Works, Inc. and the Utility Workers Union of America dated August 2, 1995, shall remain in full force and effect through July 31, 2000. The Savings Plan may thereafter be amended, modified or terminated through negotiations between American Water Works Company, Inc. and the Utility Workers Union of America. The Company and the Union agree to be bound by the results of any renegotiation of the Savings Plan between the American Water Works Company, Inc. and the Utility Workers Union of America, Savings Plan issues shall not be subject to any local negotiations.

SECTION 26. Occupational Safety and Health Act

In recognition of the requirements of the Occupational Safety and Health Act, the Company and Union agree to comply with all requirements of the Act in order to protect the health and safety of employees.

SECTION 27. Equal Employment Opportunity

(27.1) It is recognized by the parties hereto that the Company is an Equal Opportunity Employer whose employment policies and personnel practices are such as to insure that all employees are treated equally and that recruiting, hiring, training, and promoting persons in all job classifications shall be done without regard to membership in the Union, race, color, religion, age, sex, national origin, status as a disabled veteran or veteran of the Vietnam era, or qualified handicap, except where sex is a bona fide occupational qualification; that decisions on employment shall be made so as to further the principle of equal employment opportunity; that decisions with regard to promotion are in accord with principles of equal employment opportunities in that they impose only valid requirements for promotional opportunities; that all personnel actions, such as compensations, benefits, transfer, layoffs, return from layoffs, Company-sponsored training, education, tuition assistance, social and recreation programs, will be

administered without regard to race, color, religion, age, sex, national origin, status as a disabled veteran or veteran of the Vietnam era, or qualified disability.

- (27.2) It is hereby agreed that nothing in this Contract shall be so construed as to prevent the Company in any way from adhering strictly to its equal opportunity obligations herein set forth.

SECTION 28. Service in the Armed Forces

Both parties agree to abide by and comply with the applicable Federal and State laws, rules and regulations applying to the reinstatement of employees who enter the Armed Forces of the United States or the United States Merchant Marines.

SECTION 29. Step Rates

A step rate of \$5.00 less than the regular rate per hour will apply for the first year of employment with the Company. An additional step rate of \$4.00, \$3.00, \$2.00, and \$1.00 less than the regular rate per hour will apply each subsequent year until the employee reaches the regular rate of pay. The step rate will apply to all classifications that an employee might be hired into, or bid into, if they have five years seniority or less. An employee, with five years of seniority or less who bids into another job, will receive the applicable step rate in the new position they would have had if they had been hired into that position.

SECTION 30. Duration of Contract

- (30.1) **This Agreement shall continue in full force and effect without alteration, from April 15, 2005, until termination by either party by giving written notice to the other of its intention to so terminate at least sixty (60) days prior to the date fixed for termination; provided, however, that such date of termination shall not be earlier than 12:01 a.m. on the 15th day of April, 2011.**

SIGNED AND DELIVERED in sextuplet the _____ day of _____, 2005.

**WEST VIRGINIA-AMERICAN WATER CO.
HUNTINGTON DISTRICT**

**LOCAL NO. 176, UTILITY
WORKERS UNION OF AMERICA,
AFL-CIO**

BY _____
Manager

BY _____
National Representative

BY _____
President

BY _____
President of Local

BY _____

BY _____

BY _____

APPENDIX "A"

WAGES AND HOURS

A1. Distribution Department

(A1.1) Employees in the Distribution Department engaged as Large Dump Truck Drivers, Utility Workers, Mechanic, Equipment Operators and General Field Representative shall be paid the following straight-time hourly rates, less any applicable step rates:

Classification	Effective 4/15/05	Effective 4/15/06	Effective 4/15/07	Effective 4/15/08	Effective 4/15/09	Effective 4/15/10
Utility Worker 3 (3rd yr. Service)	\$21.61	\$22.31	\$23.01	\$23.71	\$24.39	\$25.07
Utility Worker 4 (4th yr. Service)	\$21.90	\$22.60	\$23.30	\$24.00	\$24.68	\$25.36
Utility Worker 5 (5th yr. Service)	\$22.30	\$23.00	\$23.70	\$24.40	\$25.08	\$25.76
Sr. Utility Worker	\$22.61	\$23.31	\$24.01	\$24.71	\$25.39	\$26.07
Large Dump Truck Driver	\$21.88	\$22.58	\$23.28	\$23.98	\$24.66	\$25.34
General Field Representative	\$22.57	\$23.27	\$23.97	\$24.67	\$25.35	\$26.03
Mechanic	\$22.55	\$23.25	\$23.95	\$24.65	\$25.33	\$26.01
Equipment Operator	\$22.55	\$23.25	\$23.95	\$24.65	\$25.33	\$26.01
Temporary Summer Laborer	\$ 9.54	\$10.24	\$10.94	\$11.64	\$12.32	\$13.00

- (A1.2) When employees classified as Utility Worker 3 are temporarily employed as Utility Worker 4 or 5, they shall be paid the rate provided for such latter classification while performing such work.
- (A1.3) Utility Workers who have three (3) years or more of service and who can qualify for Utility Worker 4 will be classified as Utility Worker 4.
- (A1.4) Utility Worker 4 who has four (4) or more years of service in the Utility Worker classification and who are fully qualified as Utility Worker will be classified as Utility Worker 5.
- (A1.5) Any employee who previously held the classification of Utility Worker 5 and bid to another department, may return as a Utility Worker 5 when qualified, without going through the other Utility Worker classifications.

- (A1.6) The normal work week for all employees performing the classes of work specified in this paragraph "A1" shall be forty (40) hours, commencing Monday morning and ending Friday afternoon of each week, and the normal work hours are Monday through Friday, 7:00 a.m. to 3:30 p.m.
- (A1.7) The Company agrees that all regular employees who commence work on the first day of any regular work week, as established for his/her particular job, shall be guaranteed forty (40) hours of work, provided the employee is at all times, during that week, available for work.

Changing Work Schedules

- (A1.8) Work schedules, including the starting and quitting times of Distribution employees, may be changed by the Company from time to time for the sole purpose of hydrant flushing. It is agreed these employees will be paid their normal rate of pay plus the appropriate shift differential. Crews will be scheduled on a seniority basis with at least one Utility Worker 5 in each crew.
- (A1.9) For call outs and extended overtime there will be two (2) Utility 5s and one (1) Utility 3 through 5 for 8-inch or larger line. For call outs, a senior person will be called in hours of darkness. Any other classifications needed will be filled by equalization of overtime. For 6-inch line or smaller, one (1) Utility 5 will not be needed.**
- (A1.10) The Company shall have the ability to change work hours or schedules of Distribution employees limited to no employee being affected more than five (5) days every two (2) months. A three (3) day advance notice will be given and days and start times will be consecutive. The appropriate shift differential will be paid on all hours worked beginning at 12:00 noon or after for the full shift. On work begun prior to 12:00 noon no shift differential will be paid. Positions will be filled by volunteers, then by seniority in the classifications needed.
- (A1.11) The Company shall have the ability to change work hours or schedules of Distribution employees by assigning a three (3) person crew that would work Tuesday through Saturday, from 7:00 AM TO 3:30 pm. This crew would consist of an Equipment Operator, a Utility Worker 5 and a Utility Worker 3, and would be filled by qualified personnel first by seniority, then by volunteers, then by low seniority. The shifts would open every six (6) months. Anyone who is on the shift and elects to remain would have first choice to do so for successive six (6) month periods. The Company would retain the right to temporarily suspend this shift based on work load or available personnel with a two (2) week notice. The shift would automatically revert to a Monday through Friday, 7:00 AM to 3:30 PM in any week (Sunday through Saturday) that contains a holiday as defined by Section 5 of this agreement.
- (A1.12) The Company and the Union agree to continue to modify work schedules as needed during periods of emergencies, including but not limited to, severe winter weather.

Temporary Employees

- (A1.12) Students or other persons in the Distribution Department for the summer shall be designated as temporary employees. It shall further be agreed that such temporary employees shall not be entitled to the following benefits: Holiday pay, sick leave pay, seniority rights, personal days, and the right to any job, or any overtime work. The Company reserves to itself the right to decide whether to hire such temporary employees. Temporary employees will be hired during the summer months for a continuous period not to exceed four (4) months.
- (A1.13) It is the intent to use these temporary employees to perform seasonal or time-specific work including, but not limited to: grass cutting, fire hydrant and facility painting, etc. It is understood "summer months" may also incorporate those months of spring or fall.
- (A1.14) **Distribution Department Organization**

The organization of Distribution Department crews on straight time, extended overtime and call outs (except during hours of darkness – see A1.9) are as follows:



Equipment Operators working with a Utility Worker will operate the mini-hoes and will be considered a working member of the two-person crew. These crews will be used primarily to install, replace and repair services and meter installations, and small main repair. These crews may be required to perform other work as necessary.

Small dump trucks can be driven by any Distribution employee as required, and this will not be considered a separate job classification. The large dump trucks are to be operated by the Dump Truck Driver classification. The large backhoes will be operated by the Equipment Operators, and with the large dump trucks, service the crews not equipped with mini-hoes. The crews not equipped with mini-hoes will perform other distribution work such as main repair, main and hydrant installation, and other work normally requiring a larger crew or equipment. The Senior Backhoe Operators will be assigned to the large backhoes as they are required in daily use.

An exception to this organization in instances on Saturday, Sunday, or holiday day time hours will be a two man mini-crew to be used if the work requirements are similar to those encountered during day time hours (install, replace and repair services, meter installations, and small main repair). Two-person crews working on regular time that extend into overtime will not require the addition of a third crew member, unless the work extends into darkness (see A1.9).

(A1.15) The General Field Representative (Night Worker) will be given to fill up to seven (7) orders per night. If the General Field Rep can't get the initial seven (7) orders processed, he is to call the supervisor on call. The supervisor will then make a decision about getting someone in to help finish the remaining orders. The General Field Rep will also follow current PSC Rules & Regulations regarding shutoffs/collections.

A2. Meter Department

(A2.1) Employees in the Meter Department engaged as Meter Readers, Customer Field Representatives, Meter Repairers, and Senior Meter Repairers shall be paid the following straight-time hourly rates, less any applicable step rates:

Classification	Effective 4/15/05	Effective 4/15/06	Effective 4/15/07	Effective 4/15/08	Effective 4/15/09	Effective 4/15/10
Meter Reader	\$22.31	\$23.01	\$23.71	\$24.41	\$25.09	\$25.77
Customer Field Representative	\$22.47	\$23.17	\$23.87	\$24.57	\$25.25	\$25.93
Customer Field Rep (Tues – Sat)	\$22.47	\$23.17	\$23.87	\$24.57	\$25.25	\$25.93
Meter Repairer	\$22.31	\$23.01	\$23.71	\$24.41	\$25.09	\$25.77
Senior Meter Repairer	\$22.55	\$23.25	\$23.95	\$24.65	\$25.33	\$26.01

(A2.3) The normal work week for these employees will be 40 hours per week. The normal work day shall commence at 8:00 a.m. until 4:30 p.m. with 1/2 hour for lunch period, except that during the months of June, July, and August, the normal work day for Meter Readers will be from 7:00 a.m. until 3:30 p.m. The Tuesday through Saturday Customer Field Representative's normal work week will be 40 hours per week, Tuesday through Saturday. The Tuesday through Saturday Customer Field Representative's normal work day shall commence at 8:00 a.m. until 4:30 p.m. with 1/2 hour for lunch period. The Tuesday through Saturday Customer Field Representative's shift would automatically revert to a Monday through Friday, 8:00 a.m. to 4:30 p.m. in any week (Sunday through Saturday) that contains a holiday as defined by Section 5 of this agreement.

A3. Stations

(A3.1) Employees engaged at the pump station and filter plant as operators and maintenance personnel shall be paid the following straight-time hourly rates, less any applicable step rates:

Classification	Effective 4/15/05	Effective 4/15/06	Effective 4/15/07	Effective 4/15/08	Effective 4/15/09	Effective 4/15/10
High Service and Relief Operator	\$23.26	\$23.96	\$24.66	\$25.36	\$26.04	\$26.72
*Swing Shift Operator	\$23.75	\$24.45	\$25.15	\$25.85	\$26.53	\$27.21

Shift Differentials are \$.34 for second shift and \$.49 for third shift.

***Swing Shift Operators receive \$.49 (third shift differential) on all shifts worked.**

(A3.1.1) Production Department job descriptions include cleaning and water analysis duties accounting for an additional \$0.25 per hour increase.

(A3.2) The normal work week for those employees in the Relief Operator's classification shall be forty (40) hours.

Operator's Incentive Program

(A3.3) All Production Department employees certified as Class IV Operators will receive an additional \$.20/hr. for all hours paid. This incentive is applicable only as long as the employee is working in the Production Department.

Bonus Incentives

Class III - \$100 bonus (one time only)

Class IV - \$300 bonus (one time only)

(A3.4) Recognizing the fact that the position of Plant Operator requires certification by regulatory agencies, it is agreed by the Company and Union that any employee assigned a Plant Operator's position must presently hold proper certification from the West Virginia Board of Health or meet the State's requirements for securing proper certification for plant operation in accordance with regulations which became effective July 1, 1989, i.e., at least a Class III Public Water Supply Operator's Certificate.

(A3.4.1) Subject to Company approval, schedules may be adjusted to accommodate employee attendance of classes required to earn, renew existing certification or obtain higher level of certification. The Company will reimburse employees for the above according to the Educational Assistance Plan. The Company will make available computer-based programs. Taking these courses will not interfere with the employee's normal job duties and responsibilities.

(A3.5) **Non-shift Employees, less any applicable step rates**

Classification	Effective 4/15/05	Effective 4/15/06	Effective 4/15/07	Effective 4/15/08	Effective 4/15/09	Effective 4/15/10
Maintenance Mechanic	\$22.92	\$23.62	\$24.32	\$25.02	\$25.70	\$26.38
Instrument Maint. Technician	\$22.92	\$23.62	\$24.32	\$25.02	\$25.70	\$26.38
Laborer	\$21.73	\$22.43	\$23.13	\$23.83	\$24.51	\$25.19

(A3.6) The normal work week for all employees performing the classes of work specified in this Section shall be forty-two (42) hours averaged over four (4) weeks, during three (3) of which the employee shall normally work forty (40) hours, and during one (1) of which the employee shall normally work forty-eight (48) hours.

(A3.7) **Changing Work Schedules**

The Company shall have the ability to change the hours of work or schedule for Production Maintenance employees limited to no more than two maintenance employees on changed hours or shifts at any one time. In addition, no employee shall have his or her hours of work or schedule changed for more than ten (10) days per month. A three (3) day advance notice will be given and days and start times will be consecutive. The appropriate shift differential will be paid on all hours worked on a changed shift outside the employee's normal work hours and schedule. Provisions of this section can be altered by mutual consent of the Company and the employees involved.

(A3.8) The Company and the Union agree to continue to modify work schedules as needed during periods of emergencies, including but not limited to, severe winter weather.