

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASSACHUSETTS WATER RESOURCES

AUTHORITY

and

UNITED STEELWORKERS LOCAL 9360

JULY 1, 2017 THROUGH JUNE 30, 2020

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PREAMBLE

This Agreement is entered into on this 13th day of April 2018 by the Massachusetts Water Resources Authority, hereinafter referred to as the "Authority," or "MWRA," and by the United Steelworkers, on behalf of its Local Union 9360, hereinafter referred to as the "Union". This Agreement is made pursuant to the provisions of Massachusetts General Laws Chapter 150E and Chapter 372 of the Acts of 1984. This Agreement has as its purpose the promotion of harmonious relations between the Union and the Authority.

ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of Massachusetts General Laws Chapter 150E and Chapter 372 of the Acts of 1984, the Authority recognizes the Union as the exclusive collective bargaining representative of professional administrative, legal, fiscal, research, statistical, analytical, staff services and related technical employees of the Authority in the job titles listed in Appendix A of this Agreement and any other job titles added to Appendix A during the life of this Agreement.

Section 2.

As used in this contract the term "employee" or "employees" shall:

A. Include

full-time and regular part-time persons employed by the Authority in job titles in the bargaining unit included in Section 1 above, including seasonal employees whose employment is for a period of one hundred and twenty (120) consecutive days or more; and

B. Exclude

1. all managerial and confidential employees;
2. all persons employed in short-term jobs established by special federal, state or Authority programs, such as interns, co-op students and summer jobs for underprivileged youth;
3. all intermittent employees; and
4. all persons paid as contract employees.

C. Definitions

1. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve (12) months or more, or an employee who normally works a full workweek and has been employed for twelve (12) consecutive months or more.
2. A regular part-time employee is defined as an employee who is expected to work fifty (50) percent or more of the hours in a workweek of a regular full-time employee in the same title.
3. An intermittent employee is defined as an employee who is neither a full-time nor a

regular part-time employee and whose position has been designated as an intermittent position by the Authority.

ARTICLE 2
UNION SECURITY
Dues/Agency Fee Checkoff

Section 1.

The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

Section 2.

An employee may consent in writing to the authorization of the deduction of union dues, assessments and initiation fees each as designated by the International Secretary-Treasurer of the Union from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Authority, and shall bear the signature of the employee. An employee may withdraw his/her union dues checkoff authorization by giving at least sixty days notice in writing to his/her department head and the Director, Human Resources or his/her designee.

Section 3.

An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Authority, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her department head and the Director, Human Resources or his/her designee.

Section 4.

The Authority shall deduct dues, assessments and initiation fees, or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the International Secretary-Treasurer of the Union, together with a list of employees whose dues or agency fees are transmitted, provided that the Authority is satisfied, by such evidence that the Authority may require, that the International Secretary/Treasurer of the Union has given to the Union a bond, in a form approved by the Authority, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the Authority.

ARTICLE 3
AGENCY FEE

Section 1.

Each employee who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, beginning thirty days following the commencement of his/her employment or the effective date of this Agreement, whichever is later, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

Section 2.

This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

Section 3.

The Union shall reimburse the Authority for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in, defend and pay all costs, if any, incurred by the Authority for any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Authority shall have no obligation to defend the termination.

Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Authority to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

ARTICLE 4
UNION BUSINESS

Section 1. Union Representation

The Representative of the International Union, Local Union Officers, Grievance Committee Members and Stewards shall be permitted to have access to the premises of the Authority for the performance of official Union business, provided that there is no disruption of operations.

Requests for such access will be made in advance to the Manager, Labor Relations, or his/her designee and will not be unreasonably denied. The Union will furnish the Authority with a list of such persons. The Union shall delineate the jurisdiction of Union stewards so that, except in emergency situations, no steward need travel between work locations or sub-divisions thereof while investigating grievances.

Section 2. Grievance Processing

A. Union stewards and grievance committee members shall be permitted to have time off without loss of wages, benefits, or other privileges for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance to the Manager, Labor Relations, or his/her designee, with notification to the employee's supervisor, and shall not be unreasonably denied.

B. Grievants shall be permitted to have time off without loss of wages, benefits, or other privileges for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave. "Processing" includes on-site consultation with Union officials in emergency situations, attendance at grievance hearings, and reasonable travel time to and from such hearings.

C. Employees to be called by the Union as witnesses in arbitration hearings shall be permitted to have time off without loss of benefits or other privileges (not including wages) only for attendance at such hearings and for reasonable travel time to and from such hearings if such hearing is during the employees' scheduled work hours and a request for such time off has been submitted in advance to, and approved by, each such employee's supervisor and the Manager, Labor Relations, or his/her designee. Such requests will not be unreasonably denied.

Section 3. Paid Leave of Absence For Union Business

A. Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiation sessions. Time off without loss of wages, benefits or other privileges may be granted to the President and Vice President (or designee) to attend USW and AFL-CIO conferences. In addition, time off will also be granted to the President, Financial Secretary and Treasurer to attend the annual one (1) day L & M conference.

B. Time off without loss of wages, benefits, or other privileges may be granted to representatives and officers of the Union to attend Labor/Management Committee. The local's Executive Board may also be granted such time off to attend two (2) hour bi-monthly Local 9360 Executive Board meetings per month.

C. All leave granted under this Section shall require prior submission of a written request in advance to, and prior approval of, each employee's supervisor and the Manager, Labor Relations, or his/her designee, and such requests will not be unreasonably denied.

Section 4. Unpaid Union Leave of Absence

Upon written request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one or more additional periods of one (1) year or less if approved by the Authority at the request of the Union. Requests will be submitted through supervisory channels to the Director, Human Resources. If the Director, Human Resources determines that no adverse impact on the operations of the Authority would result, he/she will recommend that the Executive Director grant the request. The Executive Director will grant or deny the request. His/her decision will not be grievable or arbitrable.

Section 5. Union Use of Premises

The Union shall be permitted to have reasonable use of the Authority's facilities during off duty hours for Union meetings, subject to appropriate compensation if required by law, if said facilities are available and upon approval of an advance request by the Manager, Labor Relations or his/her designee.

This section shall not be interpreted to grant an employee the right to carry on Union business during his/her working hours, not granted elsewhere in the contract.

Section 6. Bulletin Boards

The Union may post notices on bulletin boards, or an adequate part thereof, in places and locations where notices usually are posted by the Authority for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time.

Section 7. Authority Provision of Information

The Authority shall be required to provide the Union with the following information:

- A. Every three (3) months a list of all new employees, date of employment, classification, salary, grade and step;
- B. Every three (3) months a list showing salary, grade and step for all employees who have been terminated;
- C. Every six (6) months a list showing salary, grade and step for all employees who have been transferred;
- D. Every six (6) months a list showing salary, grade and step for all employees who have

changed their classification including both titles and effective date;

E. A list of all employees who withdraw their dues/agency fee check-off authorizations within two (2) months of such withdrawals.

Section 8. Orientation

Where the Authority provides an orientation program for new employees, one half (½) hour shall be allotted to the Union and to the new employees during which time a Union representative may discuss the Union with the employee.

Section 9. PAC Fund

Upon written request from the Union, MWRA agrees to commence deductions from the wages of any employee who is a bargaining unit member, a contribution to a PAC as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time upon written notice to MWRA. MWRA agrees to remit any statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

The Union shall pay MWRA for any and all expenses associated with the administration of this provision, including, but not limited to staff time, office supplies and the use of computer and payroll systems. The expenses shall be deducted from the contributions to the PAC or, if this is not possible, Local 9360 will be billed directly for these expenses by the MWRA. The Union shall indemnify and hold harmless MWRA for any costs that may arise from any legal actions in connection with the administration of this provision, including legal expenses arising out of court or administrative litigation and any and all damages, fines, assessments, penalties or other payments.

ARTICLE 5 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1.

The Union and the Authority agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, sex, sexual orientation, age (as defined by law), ethnicity, disability, union activity, gender identity, gender expression, military, veteran status or marital status.

Section 2.

The Union and the Authority agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color,

national origin, gender, sex, sexual orientation, age (as defined by law), ethnicity, disability, union activity, gender identity, gender expression, military, veteran status or marital status, specific, positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3.

A joint Committee on Civil Rights shall be established. The Committee shall consist of five (5) representatives from the Union and five (5) representatives from the Authority. The Committee shall review matters involving civil rights including the Authority's affirmative action program and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the Authority's Affirmative Action Plan, as amended.

Section 4.

The provisions contained in Article 13 shall not be construed to impede the implementation of affirmative action programs developed by the Authority in accordance with goals set forth in this Article.

Section 5.

The Union and the Authority agree to cooperate in an effort to comply with the provisions of the Americans with Disabilities Act (ADA).

ARTICLE 6 WORKWEEK AND WORK SCHEDULES

Section 1. Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in the Agreement, the regular hours of work for full-time employees shall be either thirty-seven and one-half hour (37 ½) per week, excluding meal periods, or forty (40) hours per week, excluding meal periods, as has been established for that job title at the particular job location.
- B. Where work schedules have been posted in the past they will continue to be posted.
- C. Except in emergency situations, such as those involving the health and safety of employees or the public or the protection of property, when the Authority desires to change the work schedule of employee(s), the Authority shall whenever practicable, solicit volunteers from among the group of potentially affected employees, and select the qualified volunteer with the greatest length of service.

The Authority shall, whenever practicable, give any affected employee whose schedule is being involuntarily changed at least ten (10) calendar days written notice of such change. In no event will it be considered "practicable" to waive the notice requirement to avoid payment of overtime.

D. For employees whose regular work schedule is, by nature of their positions, periodically changed the Authority shall, whenever practicable, give each such employee whose schedule is being involuntarily changed five (5) days written notice of such change. In no event will it be considered "practicable" to waive the notice requirement to avoid payment of overtime.

E. Because the Authority's need to change work schedules often arises from an employee's submission of a request for leave, employees shall, whenever practicable, give their supervisors written requests for leave at least seven (7) days in advance of the first date on which such requested leave is to be taken.

F. To the extent practicable, the normal workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two consecutive days off in each seven-day period.

G. The Labor/Management Committee established in Article 24 shall at the request of either party discuss the availability and/or administration (e.g., approval or denial) of the flexible hours program within the Authority.

Section 2. Overtime/Compensatory time

The Authority is solely responsible for deciding in all circumstances how to ensure adequate coverage while minimizing overtime expenditures.

A. (i) A "non-exempt" employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of forty (40) hours per week or in excess of eight (8) consecutive hours per regular workday; or may at the option of the Authority, if the employee agrees, be granted compensatory time off at the rate of one and one half hours (1 ½) for each hour of work performed in excess of forty (40) hours per week or in excess of eight (8) consecutive hours per regular workday.

(ii) An "exempt" employee may be granted compensatory time off on an hour for hour basis, in lieu of overtime pay, for authorized overtime work performed in excess of forty (40) hours per week. This work may be performed via remote access if approved in advance by a senior manager and if such completed work can be documented by the employee.

B. For hours worked in excess of eight (8) consecutive hours per regular workday, overtime compensation provided for in Paragraph A.(i) above shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to

employees who have been permitted by the Authority to participate in an approved voluntary flexible hours program that has been duly authorized by the Authority.

C. (i) A "non-exempt" employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular workweek.

(ii) An "exempt" employee shall not be compensated for any overtime work performed between thirty-seven and one-half (37½) and forty (40) hours per week unless the employee is called in to an MWRA facility to perform overtime work on any of his/her regularly scheduled days off or when the employee has been placed on standby coverage by a senior manager and is called by a manager or supervisor to perform substantial work or a series of work actions via remote access. In those instances, an "exempt" employee may be granted compensatory time off on an hour for hour basis, in lieu of overtime pay, for overtime work performed between thirty-seven and one-half (37 ½) and forty (40) hours per week if he/she is called in to perform overtime work on any of his/her regularly scheduled days off.

D. The Authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her scheduled workday.

E. Time for which an employee is on full pay status, such as vacation, paid education leave and approved paid union leave shall be considered time worked for the purpose of calculating overtime compensation, unless an employee fails to comply with applicable leave procedures. Sick leave shall only be considered for purposes of calculating overtime where the overtime is mandated by the Authority and applicable leave procedures have been followed.

F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

G. The Authority shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

H. Except in emergency situations, no employee will work more than sixteen (16) consecutive hours.

I. If the Authority decides that overtime is necessary or appropriate, overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. Supervisors are to attempt to distribute overtime first to employees in the same classification, and second to any other employees with necessary licenses or, if no licenses are required, other employees fully capable of performing the work.

However, an employee who is on sick leave shall not be eligible for overtime for the twenty-four

(24) hour period commencing with the regular start time of that shift unless an unscheduled medical emergency arises or the employee has requested and received, in advance, approval from a manager for sick leave for a scheduled medical appointment for the employee, spouse or child or parent of either the employee or spouse, or a relative living in the household of an employee or MWRA requires or requests that the employee work overtime. Unless requested or required to work overtime by the MWRA, the employee must have worked at least one-half of a day on the day of the medical appointment or medical emergency and provide satisfactory medical evidence of the medical emergency or the medical appointment to his/her manager, if requested, on the day of the medical emergency or the medical appointment.

An employee who fails to report to work or is on unauthorized leave without pay shall not be eligible for overtime for the twenty-four (24) hour period commencing with the regular start time of that shift.

J. Subject to Article 23, Section 1 of this agreement, in the case of an emergency, or other critical need, as determined by MWRA Senior Management, the MWRA shall first follow existing procedures for soliciting volunteers for additional hours of work, established in Section I above, or standby placement. If and when these procedures have been exhausted and a further staffing need still exists, then management may require employees to work additional hours or be placed on standby status.

K. The provisions of this Section shall not apply to employees on full travel status.

L. Exempt employees shall accrue compensatory time on an hour for hour basis for hours worked in excess of forty (40) hours per week. In general employees are expected to work five (5) days per week, seven and one-half (7 ½) or eight (8) hours per day unless the employee has been permitted by the Authority to participate in an approved voluntary flexible hours program that has been duly authorized by the Authority. Exempt employees who work thirty-seven and one-half (37 ½) but less than forty (40) hours will not earn compensatory time until they work over forty (40) hours within that week.

Unless there are extenuating circumstances, such as a bona fide emergency, all compensatory time must be approved in advance by the employee's supervisor. In cases of emergency, employees should stay on/return to duty and approval can be obtained from the supervisor on the next regularly scheduled workday.

Compensable hours include all time spent at the work site or at a prescribed work place or work related site. This covers circumstances where employees are required to attend meetings at night (if they are regularly scheduled to work days) and to perform job site inspections and/or to monitor activities.

Normal home to work travel is not compensable even where the employee is expected to report to work at a location away from their normal worksite, except where the travel distance is at least twenty (20) miles greater than their normal commuting distance.

Paid vacation, paid holidays, personal leave and paid sick leave will be included in the computation of a forty (40) hour workweek. However, employees who earn compensatory time during weeks when vacation, personal leave and paid sick leave have been taken may only accrue compensatory time hours that are mandated by emergencies or at the request of a supervisor.

Employees may use compensatory time within a reasonable period after its accrual provided that use does not unduly disrupt the operations of MWRA.

Employees may accrue compensatory time up to a total of eighty (80) hours. Employees may receive payment for compensatory time upon separation from employment with MWRA provided that the circumstances of that discharge or resignation are not malfeasance or criminal activity.

The compensatory time approval form must be filled out by the employee and signed by the supervisor prior to the time worked. Any variance in estimated versus actual hours can be corrected on the next regularly scheduled workday after the compensatory time is incurred.

Section 3. Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the division/unit and the needs of the employee.

Section 4. Rest Periods

Employees may be granted a rest period of up to fifteen (15) minutes per workday.

Section 5. Stand-by Duty

A. An employee who is required to leave instructions as to where he/she may be reached in order to report to work when necessary shall be considered to be on standby status and shall receive standby compensation. Standby periods shall be eight (8) hours in duration. Employees shall be reimbursed at the rate of fifteen dollars (\$15.00) for any eight (8) hour standby period.

B. Stand-by duty shall mean that a supervisor has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for that period and the employee may be subject to disciplinary action.

Section 6. Shift Differential

- a. Employees whose regular workday is on an irregular shift, as defined in Paragraph C shall receive a shift differential of \$1.10 per hour and effective July 1, 2019 shall receive a shift differential of \$1.32.

- b. The above shift differential shall be paid in addition to regular salary for employees when their regular workday is on an irregular shift. The overtime rate for employees who are required to work an irregular shift or any portion thereof on an overtime basis shall be computed based on the regular salary rate plus the shift differential for the number of hours worked on such an irregular shift.
- c. For the purpose of this section only, an irregular shift shall be one that commences at 2:00 p.m. or after and ends not later than 2:00 a.m., or one that commences at 9:00 p.m. or after and ends not later than 9:00 a.m. or one that commences on Saturday and Sunday only, at 6:00 a.m. or after and ends not later than 6:00 p.m.
- d. For the purpose of computing overtime pay of employees covered by this section, the procedure to be followed shall be:
 - Step 1: Compute salary due the employee as if all hours worked were at the straight time rate;
 - Step 2: Add the appropriate shift differential to the amount specified in Step 1;
 - Step 3: Divide the sum by the total number of hours worked in that week;
 - Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply only to overtime service and the total compensation due the employee is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after Step 2 above equals the total compensation due for the week.

ARTICLE 7 LEAVE

Section 1. Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the rate of one workday for each full payroll calendar month of employment. Any full-time employee who as of the execution date of this agreement was accumulating sick leave with pay credits at the rate of one and one-quarter workdays for each full payroll calendar month of employment, shall continue to do so. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service in accordance with Section 1.A., above.

C. Sick leave shall be granted, at the discretion of the Authority, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;

2. When the spouse, child, or parent of either the employee or his/her spouse, or a relative living in the immediate household of an employee, is seriously ill, the employee may utilize sick leave credits up to a maximum of fifteen (15) days per calendar year; and
3. When, through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
4. When there is a need to keep a medical or dental appointment.

D. A full-time employee shall not accrue sick leave credit for any full payroll calendar month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day unless due to a suspension.

E. At the discretion of the Authority, in instances where the MWRA has reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, an employee may at any time be required to undergo a medical examination by an Authority-approved physician to determine his/her fitness for work. If this physician determines that the employee is fit for duty, without restriction, the employee will return to duty without loss of wages or leave for the period from the date the Authority requested an examination through the day on which the Authority approves a return to work. If this physician determines that the employee is unfit for duty, or can work only with restrictions, the employee will be charged for leave from the time he/she last worked. The Authority will pay for a fitness for duty examination. The employee may challenge any adverse determination through the grievance procedure. The employee, if he/she so desires, may be represented by a physician of his/her choice throughout the grievance procedure.

F. Sick leave must be charged against unused sick leave credits in units of one half hour ($\frac{1}{2}$) or full hours, but in no event may the sick leave credits used be less than the actual time off.

G. Any employee having no sick leave credits who is absent due to illness shall be placed on leave without pay unless said employee requests use of other available leave time which is subsequently approved.

H. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Human Resources Department, where such absence was caused by:

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee; or
3. Injury while in the employ of the Authority in the line of duty, and for which said

employee received Workers' Compensation benefits.

I. A regular part-time employee shall not accrue sick leave credit for any full payroll calendar month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee unless due to a suspension.

J. Notification of absence under this Article must be given to the designated representative of the Authority as early as possible on the first day of absence. At facilities that are staffed twenty-four (24) hours a day, in no event shall notice be communicated later than one hour before the start of the regularly scheduled workday. At other facilities, in no event shall notice be communicated later than one-half ($\frac{1}{2}$) hour after the start of the regularly scheduled workday. The leaving of a message for the designated representative, if he/she is not available at the time of attempted notification, will constitute adequate notification if the employee obtains the name of the Authority employee to whom the message is conveyed. If such notification is not made, such absence may, at the discretion of the Authority, be applied to absence without pay. Repeated failures to notify may subject the employee to progressive disciplinary action.

Requests for permission to take sick leave for a scheduled medical appointment must be submitted as far in advance as practicable.

K. Where the Authority has reason to believe that sick leave is being abused, including all instances where sick leave is taken immediately before or after a holiday, the Authority may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven days of its request may result, at the discretion of the Authority, in denial of sick leave for the period of absence.

Satisfactory medical evidence shall consist of a signed statement by a licensed health care provider including a Physician, Physician's Assistant, Nurse Practitioner, Chiropractor or Dentist on official letterhead that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1.C.2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above on official letterhead indicating that the family or related household member has been determined to be seriously ill and in need of care on the day(s) in question. All medical evidence is to be submitted to the Human Resources Department.

L. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee.

M. Employees whose service with the Authority is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits.

Employees who retire or die in service shall be paid thirty percent (30%) of the value of their unused accrued sick leave at the time of their retirement or death. It is understood that any such payment will not change the employee's pension benefit.

Effective July 1, 2012 each employee who has been employed by the Authority for at least one (1) year, has earned his/her full complement of sick leave credits during the preceding year, has not utilized any sick leave during the preceding fiscal year and who has a balance of sick leave credits of at least three (3) weeks, upon timely submission and certification of the accuracy of the appended Annual Sick Leave Buyback request form (timely means the completion of this process not later than August 31st) shall be reimbursed one (1) week pay (7 days pay for employees who earn 15 sick days/year) for relinquishing one week of sick leave.

N. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

O. The parties recognize that absenteeism and over utilization of sick leave by employees are, when they occur, problems of mutual concern. The parties therefore agree that the Labor/Management Committee shall develop methods of reducing overutilization of sick leave and absenteeism.

Section 2. Mutual Aid

The Mutual Aid Bank (MAB or Bank) was created by Massachusetts Water Resources Authority (MWRA or Authority) and United Steelworkers Local 9360 (USW Local 9360 or Union) to assist bargaining unit members who due to a non-work related catastrophic illness or injury are unable to work.

A. All employees represented by USW Local 9360 who have completed their probationary period, have contributed one (1) day of leave in accordance with paragraph b. below, and have obtained an approved leave of absence (LOA) are eligible to apply for assistance from the MAB.

B. Subject to the conditions contained in paragraph a. above, all employees represented by USW Local 9360 who want to be eligible for MAB assistance must contribute one (1) day of sick, personal, compensatory or vacation leave in accordance with the following.

(i) Each July 1st all employees who have completed their probationary period and want to be eligible for MAB assistance in the fiscal year beginning July 1st must donate one (1) day of leave time as detailed above.

(ii) Once a new employee completes his/her probationary period the employee must donate one (1) day of leave time, within thirty (30) days after the conclusion of the probationary period, as detailed above, if the employee wants to be eligible for Bank assistance for the remainder of the fiscal year. The employee must then donate time in accordance with i. above to continue to be eligible.

C. Employees may contribute any amount of their vacation and personal leave time. All vacation and personal leave which would otherwise be forfeited will be transferred to the Bank. Timekeepers will complete the "MWRA/USW Local 9360 MAB Authorization Form" for all forfeitures.

Each employee may contribute up to one (1) day of sick leave per year unless the Authority specifically authorizes a contribution in excess of one (1) day sick leave per year. In addition, employees may contribute any amount of their compensatory leave time to the Bank.

All employees who wish to contribute their leave time to the fund must complete the "MWRA/USW Local 9360 MAB Authorization Form" (Appendix J). The "MWRA/USW Local 9360 MAB Authorization Form" will provide employees the option to elect to automatically donate one day of leave time every July 1st for the life of the Collective Bargaining Agreement.

D. In order to receive assistance, employees must satisfy the following conditions:

1. the employee's injury or illness must be incapacitating for at least thirty (30) calendar days;
2. fifteen (15) workdays from the first day of incapacity must have elapsed before assistance can begin (The parties shall reexamine this provision after one year to determine whether a different period should apply); and
3. the employee must use all accumulated paid leave credits before receiving assistance from the MAB except that the employee may save accrued personal leave and not more than seven (7) days of vacation leave.
4. employees with a catastrophic illness that render them incapable of performing their jobs on an intermittent basis who request or receive assistance must also satisfy the following conditions:
 - (i) condition must be identified as a non-work related catastrophic illness causing periods of intermittent incapacity for a consecutive period of more than three (3) working days but less than thirty (30) working days; (Note: MAB assistance will commence on the fourth day of this period)
 - (ii) medical documentation must be submitted which identifies the illness, absences which are a result of the illness, as well as the likelihood of periods of recurring intermittent incapacity.

E. The Labor/Management Committee approves/disapproves the employee's application.

F. The MAB assistance shall be paid at the rate of seventy-five percent (75%) of the employee's

salary.

G. Employees must follow the existing policies and procedures for leave of absence.

H. In order to apply for assistance, employees must send a letter to the Chairperson of the Mutual Aid Committee or the Benefits Manager. All LOA materials, including documentation of approval, should be attached to the application. The application should be submitted to the Committee.

I. A six (6) member Labor/Management Committee with three (3) members appointed by the Union and three (3) members appointed by the Authority will oversee implementation of the Bank. This Committee will approve or deny application requests. In order to be as sensitive as possible to issues of confidentiality, two individuals from the Committee; one (1) designated by USW Local 9360 and one (1) by the Authority will initially review all applications. At this point, only these designated individuals will have access to medical documentation, leave of absence information, etc. Once they have reviewed an application they will recommend:

1. that the Committee approve or disapprove the application. This option requires the disclosure of minimal amounts of confidential information to the Committee; or
2. review of the application by the entire Committee. This option requires the disclosure of all information, confidential or otherwise, to the Committee.

The decisions of this Committee shall not be subject to the grievance and arbitration procedure.

Appeals of the Committee's decision with specific reasons for the appeal should be made in writing to the President of Local 9360 and the Manager of Labor Relations. Appeals will be promptly reviewed and responded to.

Appeals for reconsideration by the Committee must be made in writing along with any additional information that was not previously available with copies to the President of Local 9360 and the Manager of Labor Relations. Appeals will be promptly reviewed and responded to.

J. If an employee is injured because of a third party's wrongful act or omission:

1. MAB assistance may only be granted to an employee for that injury if the employee:
 - a. Agrees in writing to the MWRA and USW Local 9360 MAB's subrogation right.
 - b. Will not take any action which would prejudice the MWRA and USW Local 9360 MAB's subrogation right.
 - c. Will cooperate in doing what is reasonably necessary to assist the MWRA and USW Local 9360 MAB in any recovery.

2. The MWRA and USW Local 9360 MAB will be subrogated only to the extent of assistance paid to employee because of that injury.

K. No employee may receive assistance from the Bank for more than a total of twelve (12) weeks in any twenty-four (24) month period.

L. The Union and the Authority will have access to copies of authorization forms, and other relevant data in order to account for MAB funding. The MAB will account by days for time contributed. Time used will be accounted for in terms of a percentage of a day as specified in "F" above.

M. Unless otherwise specified, an employee receiving MAB assistance will be treated like an employee on a medical leave without pay.

An employee receiving MAB benefits is entitled to the following:

- a. continued accrual of sick leave at their regular rate of accrual;
- b. continued Authority co-payment of his/her medical premiums (if the Group Insurance Commission provides the necessary approval);
- c. personal time (credited on July 1st).

An employee receiving MAB assistance is NOT entitled to the following:

- a. continued accrual of vacation time;
- b. continued accrual of creditable service for purposes of seniority, step increases and vacation entitlements unless the leave is an Authority-designated Family and Medical Leave Act leave.

N. The parties agree that the committee by majority vote can waive particular requirements if it would be inequitable to enforce them.

O. The parties shall review, and amend if necessary, the operating criteria and procedures for the MAB annually.

P. For purposes of Sick Leave Buyback, employees who contribute one (1) day sick leave per year shall not have that one (1) day included in the amount of days "used" for that year.

Section 3. Paid Personal Leave

A. Employees hired prior to November 21, 2011 who are full-time employees on the first Saturday of the July payroll calendar month of that year will be credited annually with five (5)

paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee up to and including the day of the request and each such request will be granted unless operations would be significantly disrupted. Personal leave should be requested six (6) days in advance whenever possible. Full-time employees hired into the bargaining unit after November 21, 2011 will be credited annually on the first Saturday of the July payroll calendar month with three (3) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee up to and including the day of the request and each such request will be granted unless operations would be significantly disrupted. Full-time employees hired after July 1 of each year will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire</u>	<u>Personal Leave Days Credited</u>
July 1 - September 30	3 paid leave days
October 1 - December 31	2 paid leave days
January 1 - March 31	1 paid leave day
April 1 - June 30	0 paid leave days

Any paid personal leave not taken by the last Friday in the June payroll calendar month will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of thirty (30) minutes and may be used in conjunction with vacation leave.

Section 4. Bereavement Leave

- A. Upon evidence satisfactory to the Authority of the death of a spouse or child of the employee, an employee shall be entitled to leave without loss of pay for a maximum of seven (7) working days. This leave must be used for activities reasonably related to the death and must be taken within a reasonable time period immediately following the date of death.
- B. Upon evidence satisfactory to the Authority of the death of a parent, brother, sister, step-child, step-brother, step-sister, step-parent, grandparent or grandchild, of the employee or the employee's spouse or the death of a related person living in an employee's household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) working days. This leave must be used for activities reasonably related to the death and must be taken within a reasonable time period immediately following the date of death.
- C. Upon evidence satisfactory to the Authority of the death of the spouse of an employee's spouse's sister or brother the employee shall be entitled to leave without loss of pay for a maximum of 1 (one) working day.

D. Bereavement leave for regular part time employees will be granted on a pro-rated basis.

Section 5. Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election.

Section 6. Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons by the employee to the Authority.

B. An employee who receives jury fees for jury service, upon presentation of the appropriate court certificate of service, shall either:

1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
2. remit to the Authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court, not including the expenses reimbursed for travel, meals, rooms, or incidentals.

D. An employee summoned as a witness in court on behalf of the Authority, the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with the Authority, except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employer or public authority and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Authority. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. Court leave shall be granted, as provided above, unless the employee is a defendant in a matter unrelated to the performance of his/her duties or is engaged in personal litigation.

Section 7. Military Leave

A. An employee who is a member of the United States Armed Forces, which includes but is not limited to members in the Reserve component thereof, shall be entitled during time of service, under Sections 38, 40, 41 and 60 of chapter 33 of the General Laws, to receive pay therefor, without loss of ordinary remuneration as an employee.

B. An employee who is a member of the Reserve component of the United States Armed Forces shall be entitled during an annual tour of duty of not exceeding seventeen (17) days, to receive pay therefor, without loss of ordinary remuneration as an employee under section 59 of chapter 33 of the General Laws, as amended, provided appropriate documentation is present in advance of leave date.

C. An employee who is a member of the Reserve component of the United States Armed Forces and who is called for duty other than the annual tour of duty not exceeding seventeen days, shall be subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Authority or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

E. No provision in this Agreement shall limit or restrict any right or remedy an employee may have under state or Federal law pertaining to the performance of military service by an employee while employed at the Authority.

Section 8. Professional Development Leave

The purpose of this provision is to promote career development, to cultivate professionalism, to facilitate the exchange of ideas and information with professionals in other organizations, to encourage employees to keep abreast of current practices and innovations in their field and to foster employee commitment to the Authority.

Therefore, employees may be granted a paid leave of absence, in accordance with the policies of the Authority for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or

professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave. All requests for such leave must be submitted three weeks in advance of the event to be attended, with supporting documentation, to the employee's supervisor. No leave is granted without the approval of the employee's division director and the Director, Human Resources or his/her designee.

Section 9. Family and Medical Leave

In order to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA), the parties have agreed to the following:

A. Every regular part-time and full-time employee who has worked for the MWRA for at least one (1) year, and at least one thousand two hundred fifty (1,250) hours in the previous twelve (12) months may apply for FMLA leave. Family and Medical Leave is granted for the following reasons and any leave granted for these reasons shall be designated as FMLA Leave where allowable by law:

1. to care for the employee's child after birth, or placement of child with the employee for adoption or foster care;
2. to care for the employee's spouse, child, or parent, with a serious health condition; or
3. for a serious health condition that makes the employee unable to perform the employee's job.

FMLA Leave may be taken as:

- twelve (12) consecutive workweeks;
- intermittent leave, such that the accumulated time on leave does not exceed twelve (12) workweeks;

a regular reduced hours workweek such that accumulated time on leave does not exceed twelve (12) workweeks.

An employee may take up to twelve (12) weeks' FMLA Leave during any twelve (12) month period. For the purpose of determining the amount of leave to which an employee is entitled when he or she requests leave, the twelve (12) month period means the twelve (12) month period immediately preceding the date for which the employee requests leave.

An employee planning to take FMLA leave must notify the Director, Human Resources Department, at least two (2) weeks before the expected departure date or as soon as practicable by submitting to the Human Resources Department the Request for Leave of Absence form with appropriate legal and/or medical documentation (U.S. Department of Labor Certification form) and notice of intent to return as an active employee. An employee planning to take FMLA leave

must also notify his/her immediate supervisor at least two(2) weeks before the expected departure date or as soon as practicable by submitting a copy of the Request for Leave of Absence form and notice of intent to return as an active employee to his/her immediate supervisor.

B. Leave for birth or placement of a child with employee for adoption or foster care must conclude within twelve (12) months of the birth or placement. Employees requesting leave for birth or because of placement of child with employee for adoption or foster care may take leave intermittently or by working a reduced workweek only with MWRA approval by the Director, Human Resources.

Employees requesting leave for the employee's own serious health condition or to care for a seriously ill family member may take such leave whenever medically necessary. The MWRA may require, when such leave is foreseeable, that it be scheduled so as not to unduly disrupt operations. The MWRA may temporarily, during an intermittent or reduced leave period, transfer the employee to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular position.

When both a husband and wife work for the MWRA and leave is taken for birth or placement of child with employee for adoption or foster care, leave is limited to twelve (12) workweeks combined. This limitation does not apply to FMLA leave taken by either spouse to care for the other who is seriously ill and unable to work, or to care for a child or parent with a serious health condition, or for the employee's own serious illness.

C. The Authority will continue to provide the same portion of the costs of benefits for employees on FMLA Leave as it does for employees on the active payroll, and employees on FMLA Leave must continue to pay the same share for their coverage. An employee who intends to have these benefits continue must notify the Benefits Manager to arrange for direct billing.

If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of his/her FMLA Leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement. Otherwise, the FMLA Leave shall be unpaid.

Notwithstanding any other provision of this Agreement to the contrary, the FMLA Leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave. The period of any unpaid FMLA Leave shall not be included in any computation of such benefits, rights, or advantages.

The employee will be entitled to return to the same or equivalent job position on the same shift and at the same or geographically proximate worksite without loss of employment benefits which had accrued on the date the leave began if:

1. the FMLA Leave is terminated within or at the end of the above-stated twelve (12) week period and;
2. such a position still exists.

If during the period of the FMLA Leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

If an employee fails to return to work after FMLA Leave, MWRA may require the employee to reimburse MWRA's share of any health insurance premiums paid on the employee's behalf during leave.

D. In order to comply with the requirements for military family leave under the Family and Medical Leave Act, (FMLA), as amended by National Defense Authorization Act, (NDAA), the parties have agreed to the following:

- a. Every regular part-time and full-time employee who has worked for the MWRA for at least one year, and at least 1,250 hours in the previous 12 months may apply for FMLA military family leave. Military family is granted for the following reasons and any leave granted for these reasons shall be designated as FMLA Leave where allowable by law:
 1. to address certain qualifying exigencies related to a spouse, child or parent on active duty or called to active duty status in the National Guard or Reserves. Qualifying exigencies are (1) short-notice deployment (deployment on 7 days or less notice); (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities, and (8) any additional activities agreed to by the parties. This leave is granted up to a total of 12 workweeks of leave in a single 12-month period.
 2. to care for a spouse, child, parent or next of kin who is in the Regular Armed Forces, National Guard or Reserves and has a serious illness or injury. A serious injury or illness is one that was incurred by a service member in the line of active duty that may render the service member medically unfit to perform the duties of his or her office, rank, grade, or rating. This leave is granted up to a total of 26 workweeks of leave in a single 12-month period.

The single 12-month period for leave to address a qualifying exigency means the 12-month period immediately preceding the date for which the employee requests leave. The single 12-month period for leave to care for a military service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later.

FMLA Military Leave may be taken as:

- consecutive workweeks;
 - intermittent leave, such that the accumulated time on leave does not exceed maximum workweeks allowable for the applicable leave;
 - a regular reduced hours workweek such that accumulated time on leave does not exceed the maximum workweeks allowable for the applicable leave.
- b. An employee seeking leave due to a qualifying exigency must notify his/her immediate supervisor as soon as practicable under the facts and circumstances. An employee seeking to use family military leave to care for a military service member with a serious injury or illness notify his/her immediate supervisor at least thirty (30) days before the expected departure date or as soon as is practicable. In both cases the employee must submit a leave-of-absence request form and notice of intent to return as an active employee. The leave-of-absence request form must include the appropriate legal and/or medical documentation, and notice of intent, signed by the employee and the supervisor, should be forwarded to his/her Division Director and the Director, Human Resources by the employee.

When both spouses work for MWRA, they are limited to a combined 26 workweeks in a single 12-month period if the leave is to care for a service member with a serious injury or illness, and for the birth of a child and care of a newborn child, for placement of a child for adoption or foster care. This limitation does not apply to FMLA leave taken by either spouse to care for the other who is seriously ill and unable to work, or to care for a child or parent with a serious health condition, or for the employee's own serious illness.

- c. The Authority will continue to provide the same portion of the costs of benefits for employees on FMLA Leave as it does for employees on the active payroll, and employees on FMLA Leave must continue to pay the same share for their coverage. An employee who intends to have these benefits continue must notify the Benefits Manager to arrange for direct billing.

If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of his/her FMLA Leave, that employee must use such leave credits for which he/she is eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement. Otherwise, the FMLA Leave shall be unpaid.

Notwithstanding any other provision of this Agreement to the contrary, the FMLA Leave granted under this Article shall not affect the employee's right to receive

any contractual benefits for which he/she was eligible at the time of his/her leave. The period of any unpaid FMLA Leave shall not be included in any computation of such benefits, rights, or advantages.

The employee will be entitled to return to the same or equivalent job position on the same shift and at the same or geographically proximate worksite without loss of employment benefits which had accrued on the date the leave began if:

1. the FMLA Leave is terminated within or at the end of the above-stated 12 week period and;
2. such a position still exists.

If during the period of the FMLA Leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

If an employee fails to return to work after FMLA Leave, MWRA may require the employee to reimburse MWRA's share of any health insurance premiums paid on the employee's behalf during leave.

Section 10. Maternity Leave

Any leave granted for the following reasons shall be designated as FMLA Leave where allowable by law.

A. A full-time female employee who has completed her probationary period of six (6) consecutive months (or as extended in accord with the provisions of Article 11A), and who is absent from her employment with the Authority for a period not exceeding eight (8) weeks for the purpose of giving birth, or for adopting a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, shall be granted a Maternity Leave without pay if her request for such leave is made to and approved by the Authority at least two weeks in advance of the anticipated date of departure. Approval of a request for leave occurs only when the leave-of-absence request form is signed by the Director, Human Resources Department, or his/her designee.

B. At the expiration of the Maternity Leave, the employee will be restored to her previous position or similar position with the same status and pay. Length of service shall continue to accrue during such leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of her Maternity Leave, that employee may use such leave credits for which she may be eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement.

D. An employee who requests and is granted Maternity Leave may have his/her group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium she would have paid had such leave not been taken. An employee who intends to have these benefits continue must notify the Benefits Manager to arrange for direct billing.

E. Notwithstanding any other provision of this Agreement to the contrary, the Maternity Leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid Maternity Leave shall not be included in any computation of such benefits, rights, or advantages, except that length of service shall continue to accrue during such leave.

Section 11. Other or Extended Family Leave - Non-FMLA

A. Any employee who has completed his/her probationary period of six (6) consecutive months (or as extended in accord with the provisions of Article 11A) may apply for Other or Extended Family Leave - Non-FMLA for a period not exceeding fourteen (14) weeks.

An employee planning to take Other or Extended Family Leave – Non-FMLA must notify the Director, Human Resources Department, at least two (2) weeks before the expected departure date by submitting to the Human Resources Department the Request for Leave of Absence form with appropriate legal and/or medical documentation (U.S. Department of Labor Certification form) and notice of intent to return as an active employee. An employee planning to take FMLA leave must also notify his/her immediate supervisor at least two (2) weeks before the expected departure date by submitting a copy of the Request for Leave of Absence form and notice of intent to return as an active employee to his/her immediate supervisor.

Such leave shall be without pay or benefits for such period. The Authority, may, at its discretion, assign an employee to backfill for an employee who is on Other or Extended Family Leave - Non-FMLA. Such assignment may not be subject to the grievance procedure except for grievances alleging violation of Article 15. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to a serious health condition that makes the employee unable to perform the employee's job, the need to care for, or to make arrangements for care of, the employee's spouse, parent, grandparent, grandchild, brother, sister, person living in the same household, or child, whether or not the child is the natural, adoptive, foster, stepchild, or child under legal guardianship of the employee. An employee may apply to return to his/her position on a part-time basis provided the supervisor is notified in writing.

B. If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of his/her Other or Extended Family Leave - Non-FMLA, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement.

C. Between periods of Other or Extended Family Leave - Non-FMLA, in excess of two (2) weeks, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

D. An employee who requests and is granted Other or Extended Family Leave - Non-FMLA may have his/her group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken. An employee who intends to have these benefits continue must notify the Benefits Manager to arrange for direct billing.

Section 12.

For the purposes of the leave, vacation and holiday articles of this Agreement, the term "day" in respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half (7 ½) or eight (8) hour workday shall mean seven and one-half (7 ½) or eight (8) hours, whichever is appropriate, and for the purpose of the vacation article, the term "week" with respect to such employees shall mean thirty-seven and one-half (37 ½) or forty (40) hours, whichever is appropriate.

ARTICLE 8 VACATIONS

Section 1.

The vacation year shall be the period from July 1st to June 30th, inclusive.

Section 2.

A. Vacation leave with pay shall be credited to full-time employees employed by the Authority on the last day of each payroll calendar month based on work performed during the month as follows:

Length of continuous full-time
"creditable service"
for the Employee

Vacation Credit Accrued

Less than three (3) years

1 ¼ days/month

Three (3) years or more but less than nineteen and one-half (19 ½) years

1 ⅔ days/month

Greater than nineteen and one-half (19 ½) years

2 1/12 days/month

A newly hired employee will accrue vacation for the first payroll calendar month on the job if he/she begins to work on or before the fifteenth (15th) of the payroll calendar month.

B. For determining vacation status under this Article, "creditable service" only shall be used.

1. Those employees, transferred pursuant to the provisions of Chapter 372 of the Acts of 1984, shall receive credit for all service from the first day of service with the Authority plus all service credited by the state agency, where the employee may have previously worked, and all service thereafter becomes "creditable service" provided there has not been any break of three years or more in such service as referred to in Section 14 of this Article.
2. For employees hired by the Authority, all service beginning on the first working day and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 14 of this Article.

Section 3.

A full-time employee who is on leave without pay and/or absent without pay for more than one (1) day will not accrue vacation credits for that payroll calendar month unless due to suspension. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one (1) year of creditable service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness or injury requiring admission to a hospital
- industrial accident while working for MWRA
- maternity/adoptive leave
- military leave
- educational leave
- civic duty leave
- receiving Mutual Aid Bank support

in which case "creditable service" for purpose of vacation credit shall not be affected.

Section 4.

An employee will accrue vacation at the next higher vacation accrual status beginning in the

payroll calendar month that the employee achieves the required years of creditable service, provided that the date of such achievement falls on or before the fifteenth (15th) of the payroll calendar month. If the employee achieves the required years of creditable service after the fifteenth (15th) of the payroll calendar month, the employee will accrue vacation at the next higher vacation accrual status the following payroll calendar month.

No vacation leave may be taken without written supervisory approval. All requests for vacation leave not exceeding one day must be made at least two (2) workdays in advance, while all requests for vacation leave to exceed one day must be made at least five (5) workdays in advance of the first vacation day requested.

Section 5.

A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 6.

A regular part-time employee who is on leave without pay and/or absent without pay for that number of hours that his/her service bears to more than one (1) day of the service of a full-time employee will not accrue vacation credits for that payroll calendar month unless due to suspension. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one year of creditable service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness or injury requiring admission to a hospital
- industrial accident while working for MWRA
- maternity/adoptive leave
- military leave
- educational leave
- civic duty leave
- receiving Mutual Aid Bank support in which case "creditable service" for purpose of vacation credit shall not be affected.

Section 7.

An employee who is reinstated or reemployed after less than three years shall have his/her prior service included in determining his/her creditable service for vacation purposes.

Section 8.

The Authority shall grant vacation leave in the vacation year in which it becomes available, unless in the Authority's opinion it is impossible or impracticable to do so because of work

schedules or emergencies. In cases where vacation requests by employees in the same title conflict, preference, subject to the operational needs of the department, shall be given to employees on the basis of "creditable service" as defined in this Article.

The supervisor is charged with the responsibility of seeing that vacation is taken in the succeeding year in order that the employee does not lose vacation credits. Each employee shall receive annually, on or before April 1st a preliminary statement of the available vacation credits. Employees may carry over vacation from month to month and year to year but in no event may any employee at any time have a vacation balance of more than twenty-four (24) times the monthly allotment which they currently receive. Any vacation in excess of this limitation shall be immediately forfeited to the Mutual Aid Bank described in Article 7 of this agreement.

Section 9.

Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions) may be charged to vacation leave upon request of the employee and subsequent approval by the Authority.

Section 10.

Charges to vacation leave credit may be allowed in units of one-half (½) days. At least one (1) day of vacation leave per year may be taken in increments of two (2) hours.

Section 11.

Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which was credited but not used by the employee in the vacation year prior to the employee's death, and, in addition, the vacation leave earned in the vacation year during which the employee died, up to the time of his/her separation from the payroll, provided that no monetary or other allowance has already been made.

The Authority may authorize the payment of such compensation in the following order of precedence:

- First: To the surviving beneficiary or beneficiaries,
- Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 12.

Employees who are eligible for vacation under these rules, whose services are terminated by dismissal, through no fault of delinquency of their own, by retirement, or by entrance into the armed services, shall be paid an amount equal to the vacation leave which was credited but not used by the employee in the vacation year prior to such termination, and, in addition, that portion

of the vacation leave earned in the vacation year during which such termination occurred, up to the time of separation, provided that no monetary or other allowance had already been made therefore.

Section 13.

Employees who are eligible for vacation under this Agreement, whose services are terminated other than as provided in Sections 11 and 12 of this Article, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to such termination which had not been used, provided that no monetary or other allowance had already been made therefor.

Section 14.

Employees who are reinstated or who are reemployed by the Authority shall be entitled to their vacation status at the termination of their previous service with the Authority and allowed such proportion of their vacation under Section 2 of this Article as their actual service for the same vacation year, after reinstatement or reemployment, bears to a complete vacation year. No credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Director, Human Resources or his/her designee, is secured for any of the following reasons:

- A. Illness of the employee;
- B. Dismissal through no fault or delinquency attributable solely to the employee; or
- C. Injury while in the service of the Authority in line of his/her duties and for which the employee received Workers' Compensation benefits.

Section 15.

Any employee who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provisions of chapter 708 of the Acts of 1941, as amended, and who, upon honorable discharge from such service in said armed forces, has returned or returns to the service of the Authority, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to his/her entry into such service in said armed forces which had not been granted prior to military leave and, in addition, that portion of the vacation allowance earned in the vacation year during which he/she entered such service, up to the time of military leave, provided that no monetary or other allowance has already been made therefor.

Section 16.

Employees who are reinstated after military leave as referred to in Section 15 of this Article may be granted one full year's vacation leave for the year in which they returned or return, provided that prior to such military leave vacation had not been used or compensation paid in lieu

therefore for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full year's vacation leave, the entire period remaining may be so used. Neither the above usage nor absence due to military leave shall, in any way, affect vacation credits earned by such employees in the vacation year in which they return from military service.

Section 17.

Vacation credits shall accrue to an employee while on a leave with pay status or on industrial accident leave.

Section 18.

Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 19.

If an employee on industrial accident leave has available vacation credits which have not been used and, because of the provisions of Section 8 of this Article, would lose such vacation credits, the Authority shall convert such vacation credits to sick leave credits on June 30th of the year in which such vacation would be lost if not taken.

ARTICLE 9 HOLIDAYS

Section 1.

The following days shall be holidays for employees:

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Section 2.

All holidays shall be observed on the legal holiday unless an alternative day is designated by the

Authority.

Section 3.

The manner in which and/or whether bargaining unit members shall be granted skeleton days off on days before or after certain holidays shall be the same as for non-union employees.

Effective January 1, 2015, any newly hired employee(s) will not be eligible for the holiday skeleton day off.

Section 4.

When a holiday occurs on the regularly scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to received his/her regular day's pay for such holiday.

Section 5.

When a holiday occurs on a day that is not an employee's regular workday, and the employee does not work that day, if the employee's usual workweek is five (5) or more days, he/she, at the option of the Authority, shall receive pay for one (1) day at his/her regular rate of pay or one (1) day added to their holiday bank.

All requests for use of Holiday Leave shall subject to the same notification requirements as vacation leave found in Article 8, Section 4.

Section 6.

Effective July 1, 1998 an employee required to work on Thanksgiving, Christmas Eve (3:00 p.m. to 11:00 p.m. shift) and/or Christmas Day shall receive two (2) compensatory days off for each such holiday worked in addition to receiving pay for the holiday worked. An employee required to work on any other holiday shall receive a vacation day off provided that at least two (2) weeks prior to working a holiday, any employee eligible so requests in writing. That day can be no sooner than fifteen (15) days following the holiday. If a vacation day cannot be granted by the Authority because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 7.

An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a vacation day off for that holiday.

Section 8.

An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a vacation day off for that holiday.

Section 9.

A regular part-time employee shall be granted holidays in the same proportion that his/her part-time service bears to full-time service.

ARTICLE 10
EMPLOYEE EXPENSES

Section 1.

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the Internal Revenue Service mileage allowance rate. Employees shall be compensated for reasonable costs of garages, parking and tolls.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment, whichever is less, only if the employee documents with a division director's written authorization that his/her assignment to a location is for less than six (6) months.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Authority, an employee's home may be designated as his/her regular office for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 2.

A. An employee who is assigned to duty that requires a business related trip involving: an out of state destination; a need for overnight accommodation; or attendance at an approved conference or training program shall be covered by the Authority's then current Travel Policy and Procedures.

Section 3.

Effective July 1, 2017 to June 30, 2019, non-exempt employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day

other than their regular workday, shall be reimbursed for expenses incurred for authorized meals, including tips not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 a.m. to 9:00 a.m.	\$3.00
Lunch	9:01 a.m. to 3:00 p.m.	\$4.00
Dinner	3:01 p.m. to 9:00 p.m.	\$6.00
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$2.00

Effective July 1, 2019, non-exempt employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular workday, shall be reimbursed for expenses incurred for authorized meals, including tips not to exceed \$10.00 per meal.

In the event that another collective bargaining unit negotiates a greater overtime meal expense allowance than that which is provided for in this section, the parties agree that such section shall be reopened for negotiation relative to the overtime meal expense allowance, upon forty-eight (48) hours written notice by either party. The parties shall meet within seventy-two (72) hours of such notice.

Section 4.

Employees shall be reimbursed for the cost of licenses which the Authority requires them to maintain, not including the basic driver's license.

Section 5.

The MWRA agrees to provide a fifty-five dollars (\$55.00) parking subsidy for employees who work in the Charlestown Navy Yard ("CNY"), park in the MGH, Nautica, or Building 42 garages and purchase monthly parking cards; thirty-five dollars (\$35.00) per ten stickers for employees who work in the CNY, park in the Nautica garage and purchase the sticker books; forty dollars (\$40.00) for employees who work in the CNY, park in MGH garage and purchase sticker books. Should the cost of parking be raised by any of these garages, employees who use the parking garage shall absorb such increase.

ARTICLE 10A CREDIT UNION/BANK DEDUCTIONS

The Authority agrees to deduct from the regular salary payments of employees an amount of money, upon receipt of the employee's written authorization for the deduction, for the purchase of shares in, making deposits to, or repaying a loan to a credit union/bank organized or recognized under provisions of the Massachusetts General Laws. Any written authorization may be withdrawn by submitting a written notice of withdrawal to the Authority and the treasurer of the credit union/bank thirty (30) days in advance of the desired cessation of payroll deduction.

ARTICLE 11
SALARY RATES

Section 1.

- A. The December 31, 2016 salary chart shall be amended effective July 1, 2017 to reflect an adjustment to the top step as outlined in Appendix B and D.
 - B. Effective July 1, 2017 there shall be a 1.5% across-the-board salary increase.
 - C. The July 1, 2017 salary chart shall be amended effective June 30, 2018 to reflect an adjustment to the top step as outlined in Appendix B and D.
 - D. Effective June 30, 2018 there shall be a 2% across-the-board salary increase.
 - E. The June 30, 2018 salary chart shall be amended effective June 29, 2019 to reflect an adjustment to the top step as outlined in Appendix B and D.
 - F. Effective June 29, 2019 there shall be a 2% across-the-board salary increase.
 - G. Step 1 shall be the hiring rate for employees hired or reemployed on or after the effective date of this Agreement except in cases where an employee is hired by the Authority, at a salary rate above the hiring rate. In such event, all other employees in the same title as the newly-hired employee shall proceed to the salary rate of the newly hired employee if those incumbents possess the same level of expertise or experience.
 - H. Effective upon execution of this agreement, MWRA will eliminate pay grade 14 positions from the bargaining unit. Current employees in pay grade 14 positions will be reclassified to pay grade 13 at their current grade 14 rate of pay. Previously reclassified pay grade 14 employees will receive the across the board increases as set forth in Article 11, Section 1 (B), (D) and (F). Effective June 30, 2020, previously reclassified pay grade 14 employees shall be red circled and shall not receive any further negotiated across the board increases to their base salary until such time that the top step salary of pay grade 13 equals or exceeds the June 29, 2019 salary of the previously reclassified pay grade 14 step 23 (\$145,981) employees.
- Appendix A will be amended to reflect the elimination of pay grade 14 and the reclassification of the old pay grade 14 to a pay grade of 13.
- I. Except for the purpose of calculating step advancement, an employee's, anniversary date is the effective date his/her hiring into his/her present job title.
 - J. The Recruitment/Retention Pay Rate program shall be abolished and its provisions eliminated. Current employees in positions covered by the Recruitment/Retention Pay Rate program will continue to receive negotiated across the board increases and step increases if

applicable. When an employee vacates a position covered by the Recruitment/Retention program, that position will be reverted to the appropriate Unit 6 grade and salary structure.

Section 2.

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate. Except as modified herein, an employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service (two hundred sixty (260) cumulative days of full pay accrued in no fewer than fifty-two (52) weeks) in a step.

The fifty-two (52) weeks for calculating a step increase are counted from the date of hire or the date of entry into the current step, whichever is most recent. The effective date of the new step is the first day of the payroll period following the completion of fifty-two (52) weeks of creditable service (two hundred sixty (260) cumulative days of full pay accrued in no fewer than fifty-two (52) weeks) in a step. In the event an employee is denied a step rate increase, he/she shall be given a written statement of reasons therefor (for example, documented unsatisfactory performance) not later than five (5) days after the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Whenever an employee receives a promotion to a position in a higher job grade, the employee's new salary rate shall be calculated by placing the employee in the salary rate in the higher job grade that is closest to, but not less than one hundred and ten percent (110%) of the employee's current salary rate with the exception of an employee in a Recruitment/Retention Pay Rate designation.

Section 3.

A. Salary rates of full-time employees are set forth in Appendix B which is attached to this Agreement and which is hereby made a part of this Agreement.

B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 4.

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 5.

A. Employees entering a position within the bargaining unit covered by this Agreement, from a position outside the bargaining unit in the same or higher salary grade, shall be placed at the first step in grade which is the closest to the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be paid an amount higher than the maximum step for the grade which he/she is entering.

B. Whenever an employee enters a position in a higher job grade from a position outside the bargaining unit, the employee's new salary rate shall be determined in the same manner as set forth in Section 2 paragraph B, above.

Section 6.

On the last day of the June payroll calendar month, full-time employees with the exception of the previously reclassified pay grade 14 employees with "creditable service" (as defined in Article 8, section 2B, and Section 3) indicated below, calculated as of the last work day in the fiscal year encompassed by this Agreement, will receive the corresponding indicated payment, which payment will not vary the salary received by the employee and will have no effect on any other payments or differentials received by the employee:

<u>Completed Years of Creditable Service</u>	<u>6/30/18</u>	<u>6/30/19</u>	<u>6/30/20</u>
5-10 years	\$1,387	\$1,648	\$1,909
10-15 years	\$1,412	\$1,673	\$1,934
15-20 years	\$1,437	\$1,698	\$1,959
20 or more years	\$1,462	\$1,723	\$1,984

Longevity payments for the previously reclassified pay grade 14 employees will remain at \$1,201 for the duration of this Agreement. However, at the end of this Agreement June 30, 2020, previously reclassified pay grade 14 employees shall be placed in the appropriate longevity category for the payment issued June 30, 2021.

Regular part-time employees with the requisite creditable service shall be paid in the same proportion that their part-time service bears to full-time service.

Effective July 2015 all employees with the requisite years of service who are eligible to receive a longevity payment, shall have said payment electronically forwarded to an account or accounts selected by the employee for direct deposit.

Section 7.

Effective June 30, 2015 all employees shall have their net salary checks electronically forwarded

to an account or accounts selected by the employee for direct deposit.

ARTICLE 11A
PERFORMANCE EVALUATION

Section 1.

A. The recently negotiated improvements to the Performance Management Review System (PMRS) shall apply to the performance evaluation process for all bargaining unit employees in non-probationary positions covered by this Agreement. The new PMRS evaluation forms, definitions for each of the five evaluation ratings and the new Supervisor Performance Criteria are included as Appendix F.

There shall be for the term of the Agreement a Joint Labor Management Committee on Performance Evaluation. The Committee shall be comprised of five (5) members from the unions and no more than five (5) members from management. The Committee shall have the responsibility for monitoring the implementation of the provisions of this Article.

B. The Performance Evaluation System and any amendments thereto shall meet the following criteria:

1. All employee evaluations shall be in writing and annual evaluations shall be included in the employee's official personnel file.
2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a Reviewer; i.e., the supervisor of the evaluator. The Reviewer is generally defined as the supervisor of the immediate supervisor of the employee being evaluated.
3. Formal evaluations shall be completed at least once per fiscal year for each employee except that corrective action plans will result in more than one formal evaluation per year. The evaluation period shall be the one (1) year period of time comprising the Authority's fiscal year. An employee may be evaluated more than once a year only if the individual was promoted or assigned to a different position during the evaluation year, and only if the promotion or assignment occurs early enough in the evaluation year to permit the application of the probationary evaluation provisions in Section 2 below for the new position assumed. No employee so promoted or assigned shall be held accountable or rated for any "annual objectives" not completed due to the promotion of assignment.
4. Prior to each evaluation period, the supervisor shall meet with the employee and shall inform the employee of the primary expectations to be evaluated and procedures to be utilized in evaluating the employee's performance.
5. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress.

6. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and has the opportunity to indicate in writing whether he/she agrees or disagrees with the content thereof.

C. The parties have agreed that for each job title, the current objective-based PMRS evaluation system may be replaced with a duty-based evaluation system if and only if all of the following conditions are met:

1. A simple majority of the incumbents in the classification agree in writing to the change.
2. The responsible Department Director (or first Salary Grade 16 level manager in the employee(s)' chain of command) agrees in writing to the change.
3. The "duties" used as evaluation criteria must be based on responsibilities derived from the existing job description on file in the Human Resources Department or must be related to immediate organizational needs.
4. The change is agreed to in full (as outlined above) in advance of July 1st of any evaluation year.

Human Resources staff will, upon request, provide assistance to departments implementing such a change.

D. In the event of a lack of agreement between the simple majority of position incumbents and the Department Director (or first Salary Grade 16 level manager in the employee(s)' chain of command) regarding replacement of an objective-based evaluation system with a duty-based evaluation system, the process for deciding which method to be utilized shall be as follows:

1. At least one (1) month prior to the beginning of the evaluation period, the incumbent employee(s) in the title shall prepare a written justification why their classification should be evaluated using a "duty-based" method. This justification will be given to the Department Director (or first Salary Grade 16 level manager in the employee(s)' chain of command) for approval. The justification must be based upon explanations in the context of "objectives" and "duties" and how each may be used as a means of evaluating performance and how the proposed duty-based system more effectively meets performance evaluation objectives. Appropriate consideration shall be given to the existing documentation and guidance for performance evaluation at the Authority. Information on performance evaluation systems used by the Commonwealth may also be offered for consideration.
2. The Department Director (or first Salary Grade 16 level manager in the employee(s)' chain of command) shall either endorse the proposal, at which point the "duty-based"

method shall be utilized for the evaluation period, or present reasons, in writing, to the Director of Human Resources stating why he or she objects to the proposal of the simple majority of employee(s). The reasons shall address and be limited to the same context as 1. above, namely the "objective-based" versus "duty-based" methods, and the appropriateness for the particular title in question.

3. In the event that the Authority management fails to act within the specified time period (by July 1st), the July 1st deadline outlined above in this section shall be extended as necessary to allow for the final decision to be made in accordance with these provisions.
4. The Director of Human Resources will facilitate a discussion between the simple majority of position incumbents and the Department Director (or first Grade 16 level manager in the employee's chain of command) with the objective of reaching a mutually agreeable outcome.

E. The Authority may amend evaluation forms, together with a format and plan for evaluation. The Joint Labor Management Committee shall review and make recommendation on any proposal amendments to evaluation forms and changes to formats and plans for evaluation. Said decision of the Authority shall be final and binding except to the extent that it may violate provisions of this Article.

F. Any employee who, as a result of an evaluation pursuant to this Agreement paragraph B. 6. above, receives a final overall rating of Unsatisfactory shall have the right to grieve said rating through Step II of the Grievance Procedure.

In the event that the employee is not satisfied with the grievance response, the employee may file through the Union, within fourteen (14) days, a request with the Authority for review of the Step II determination.

Said review shall be conducted by a tri-partite Panel consisting of one person designated by the Union, one person designated by the Authority and one person designated by the chairman of the Board of Conciliation and Arbitration. The standards of review to be applied by the Panel shall be whether the evaluation rating is arbitrary, discriminatory or whether it is clearly erroneous. The decision of the tri-partite Panel shall be final and binding.

G. Alternatively, any employee may choose to appeal their annual evaluation rating through the Peer Review Panel described below.

H. The Peer Review Panel will be comprised of four Unit 6 members and one non-union employee. At least one individual with supervisory Authority must be on the Committee. Panel members shall be selected in a random manner in July of each year jointly by both Parties at a time and place agreed to by both Parties. Panel members shall serve for a period of one (1) year. Two panels shall be selected. Training for Peer Review Panel members shall be provided by the Authority and the Union. The Lesson Plan/Curriculum for the training is contained in Appendix

K, is incorporated into and made a part of this Agreement.

An employee may have another individual (employee) of their choice accompany them to the Review Panel. Employees appearing before the Committee may not be represented by an outside attorney.

In order to submit a dispute to the Peer Review Panel, the employee must have outlined their concerns and requested a change in the rating from their Supervisor and subsequently from the Reviewer. Decisions of the Panel will be limited to either 1) upholding the rating; 2) revising the rating upward (one rating only); or 3) continuing the Review Panel's proceedings without a decision (additional information requested within established deadline). Failure to provide requested information by a deadline will result in the rendering of a decision based on the information available.

All employees have a choice between filing an appeal of an annual rating of "Unsatisfactory" to the Peer Review Panel or through the grievance process as outlined in Provision E. above. However, an employee may not exercise both options.

No person from the same department as the appellant may serve on a Panel involving that appellant.

Any appellant may request in writing that the Director of Human Resources consider asking one or more particular prospective Panel members to reclude themselves based on prior personal relationships or other reasons.

I. Nothing in this Agreement shall be construed as limiting any other appeal rights provided by law.

J. The Authority shall provide orientation for employees concerning any significant revisions to the performance evaluation system established by this Article.

K. The Authority's failure to comply with the specific procedures set forth in Section 1.C. through D shall be grievable up through Step 4. The only remedy the arbitrator may order is to remand the matter back to the parties for further review and consideration. No other dispute arising under this Article may be submitted to arbitration, except as provided in Section 1.F.

Section 2. Probationary Evaluation

A. Probationary employees will receive goals and objectives within the first three (3) months of a new job.

B. To facilitate the determination whether an employee should be retained or any performance deficiencies may be corrected during or after his/her first six (6) months of consecutive service (the initial probationary period), the Authority will instruct managers and supervisors of unit

employees to (a) complete a "Probationary Evaluation Form" for each employee when the employee has served three (3) consecutive months, (b) discuss the results with the employee, (c) plan how any identified performance deficiencies are to be corrected during the remainder of the probationary period, (d) conduct a final probationary evaluation prior to the employee's completion of the probationary period and, at the same time, recommend continued employment, extension of the probationary period for not more than ninety (90) days or termination. If a probationary period is extended, that extension will continue an employee in probationary status until the completion of the extended period or any earlier continued employment or termination decision. Further, when a probationary period has been extended, a second "Final Evaluation" must be completed prior to the expiration of the extended probationary period.

C. Until the successful completion of his/her probationary period, neither the employee nor the Union may challenge through the grievance and arbitration procedure any decision made by a manager or supervisor of a Unit 6 employee so long as such decision has been approved by the employee's division director and not disapproved by the Department of Human Resources.

This evaluation system for probationary employees will conform with sections 1.B. 1., 2., 4., 5., 6. (though an employee's failure to sign the form will not invalidate the appraisal), as well as section 1.D. of this Article.

ARTICLE 12 GROUP HEALTH INSURANCE CONTRIBUTIONS

Effective August 1, 2009, for all employees hired prior to June 30, 2003 the Authority shall pay eighty percent (80%) of the monthly premium rate for one of the available health insurance plans, including health maintenance organization plans, selected by the employee and each employee covered shall pay twenty percent (20%) of the premium rate for the type of plan and coverage that is provided for him/her and his/her dependents under the selected plan and for all employees hired after June 30, 2003, the Authority shall pay seventy-five percent (75%) of the monthly premium rate for one of the available health insurance plans, including health organization maintenance plans, selected by the employee and each employee covered shall pay twenty-five percent (25%) of the premium rate for the type of plan and coverage that is provided for him/her and his/her dependants under the selected plan.

The Authority agrees to implement a pretax weekly deduction for health insurance as soon as administratively feasible.

ARTICLE 12A HEALTH AND WELFARE FUND

Section 1.

The parties agree to remain in the state Health and Welfare Fund under an Agreement and Declaration of Trust executed previously by the Union and the Commonwealth. Such Agreement

and Declaration of Trustee composed of an equal number of representatives of the Commonwealth and Union.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion, and within the terms of this Agreement and the Agreement and Declaration of Trust, health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Employees enrolled in the Authority's dental insurance plan as of the date of execution of this Agreement shall continue to be eligible to participate in the dental insurance plan provided by the Authority at the same percentage of total cost as that paid by other participating employees or may elect to be covered under the Health and Welfare Fund. Employees covered under the Health and Welfare Fund as of the date of execution of this Agreement may elect to discontinue such coverage by electing to enroll in the dental insurance plan provided by the Authority at the same percentage of total cost as that paid by other participating employees.

Section 2. Funding

The Authority agrees to contribute on behalf of each full-time employee equivalent the sum of \$17.00 per calendar week and effective January 1, 2019 the sum of \$18.00 per calendar week.

The contributions made by the Authority to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the fund. The contributions shall be made by the Authority in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected. The parties agree to take the required steps to ensure that Authority employees are covered by the Health and Welfare Fund of the Commonwealth of Massachusetts to which this Union is a party in order to effectuate the provisions of this Article.

Section 3. Non-Grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Authority and the Union.

Section 4. Authority's Liability

It is expressly agreed and understood that the Authority does not accept, nor is the Authority to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund.

Section 5.

Notwithstanding Article 12 A Section 1 if the Union indicates that it wants to switch to another health and welfare fund, e.g. the Steelworkers Health and Welfare Fund the parties shall work in good faith to negotiate any necessary agreements and execute any necessary legal documents pertinent thereto, provided that such Fund meets all Commonwealth of Massachusetts requirements. All other sections of Article 12 A shall remain in full force and effect.

ARTICLE 12B
TUITION REMISSION AND ASSISTANCE

Full-time employees shall be eligible for tuition remission as follows:

- A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any community college, state college, or state university, excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;
- B. For enrollment in any non-state-supported course or program offered through continuing education at any community college, state college, or state university, excluding the M.D. Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply;
- C. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to approval of the Board of Regents of Higher Education and policies and procedures of same.
- D. Full-time employees shall be entitled to participate in the Authority's Tuition Reimbursement Program if (a) the Authority's qualifications for participation in this program are met, and (b) if any course or program to which the employee seeks admission is not offered at any state institution or, if offered, does not meet the employee's and the Authority's needs. In the latter event, participation in this program will be permitted only with the permission of the Human Resources Director, which permission will not be unreasonably withheld if the employee submits a request citing "good reason(s)" why available state-supported courses are less advantageous to the employee and the Authority. An employee who is permitted to participate in this program will be eligible to receive a maximum of two thousand five hundred dollars (\$2500.00) in Tuition Reimbursement each fiscal year.

ARTICLE 13
TRANSFERS, PROMOTIONS,
REASSIGNMENTS, FILLING OF VACANCIES
AND NEW POSITIONS

Section 1. Transfers

A. Prior to promoting from within, the Authority will attempt to fill vacancies from volunteers seeking a change in location but not a change in job title.

B. Employees seeking a change of position pursuant to this Section shall submit to the Division Director, a written application on a change of position form issued by the Authority. The Division Director or his/her designee shall forward a copy of the application form to the Manager, Labor Relations and Workers' Compensation of the Human Resources Department. A request for change of position will remain valid until it is granted or rescinded in writing by the employee. Employees who wish to withdraw such request shall notify the Division Director in writing. Once an employee accepts a position sought through this procedure, the employee will have no right to return to his/her former position.

C. Applicants for vacant positions will be considered first from among those employees who have properly submitted a change of position form. The selection shall be made from among those employees considered by the Authority to be able to adequately perform the duties of the position. If an acceptable candidate is not selected using this method, the Authority posting procedure will take effect.

D. Nothing in this section shall be interpreted to preclude an employee from requesting and/or the Authority from granting any transfer or reassignment not referred to in this Section.

E. If a bargaining unit employee in a higher grade position requests a voluntary demotion to a vacant bargaining unit position of a lower grade and that request is supported by a recommendation from the Authority for the employee to be demoted to such position, then the employee shall enter that lower grade position as provided for by the terms of this paragraph. The salary of the demoted employee shall be the step which is closest to the current compensation received by this employee.

Notwithstanding the foregoing, no employee shall be paid a salary in excess of the amount provided for in the maximum step of the lower grade position. Any such voluntarily demoted employee shall retain both his/her accrued seniority and his/her anniversary date as of the time such employee enters his/her new lower grade position.

Section 2.

A promotion shall mean an advancement to a higher salary grade. This Article is applicable to all promotions except those reasonably anticipated to be for less than one (1) year and its

application in all cases is restricted to employees who possess the education, training, and/or experience requirements established by the Human Resources Department for appointment to the relevant position. This Article shall only apply when promoting employees to positions within the bargaining unit.

All vacancies, excluding those reasonably anticipated to be for less than one (1) year, shall be posted but the Authority is free to hire from outside the Authority. At the same time, every reasonable effort shall be made to promote those employees who meet the established requirements.

In the event that the MWRA has assigned an employee to an acting assignment, via written communication from the Director of Human Resources, the assignment will not last longer than twelve (12) months except when such assignment is required because of the absence of other employees in that classification. If a determination is made by the Director of Human Resources that the position needs to be filled following the twelve (12) month period, the position will be filled as described in this Article.

The Union specifically acknowledges that this provision is solely intended for acting assignments that have been filled via written communication.

Section 3.

A. The following factors will be used by the Authority in determining selection for a given vacancy:

- a. Ability to do the job including experience and job performance in the same or related work.
- b. Education and training related to the vacant position.
- c. Work history, (e.g., attendance, discipline, commendations).

B. Unsuccessful applicants for posted vacancies shall receive a Notice of Non-Selection form (Appendix G) stating the reason(s) for non-selection in accordance with the criteria contained in this Section. Such notice shall be given at the time the vacancy is filled.

Section 4.

A. Positions to be filled under the provisions of this Article shall be posted throughout the MWRA for five (5) calendar days. The Authority may reasonably determine the positions in which employees must be employed and/or requisite related work experience the employees must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, salary grade, eligibility requirements and other pertinent information.

B. An employee promoted in accordance with this Article whose performance is unsatisfactory may, at the discretion of the Authority, be returned to his/her previous job title. If an employee's performance is determined to be unsatisfactory at any time during the probationary period of six (6) months, such determination shall not be subject to the grievance procedure.

C. If the employee so requests within two (2) weeks prior to the mid-point of his/her probationary period, his/her supervisor shall meet with the employee and, if requested by the employee, a union representative to discuss the employee's performance in the position.

D. At any time prior to the mid-point of the probationary period, an employee may request to return to his/her former job title under the jurisdiction of the Authority and such request will be granted.

E. In the event an employee is returned to his/her former job title, the employee displaced by such return shall be returned to his/her former job title. Where more than one position in the backfilled job title was filled pursuant to this Article, the employee last selected shall be the one displaced.

F. If an employee is returned to his/her former job title pursuant to paragraph B, said employee will not be eligible for promotion pursuant to this Article for a period of one (1) year.

G. Notwithstanding the above paragraph, employees may return to their former job titles under these provisions provided there is a position available. In the event a position is not available, said employee shall be covered by the layoff and recall provisions of Article 17.

H. Nothing in this Article shall be interpreted or applied in a manner that would be inconsistent with Chapter 372 of the Acts of 1984 or Massachusetts General Law Chapter 31.

I. Grievances under this Article may be processed through Step III of the grievance procedure but are not subject to arbitration.

ARTICLE 14 CONTRACTING OUT

The Labor/Management Committee established in Article 24 shall at the request of either party, discuss any existing or proposed contracting out of work typically performed by unit employees. The Authority shall give full consideration to any recommendations or alternative plans proposed by the Union members of the Committee regarding whether such work could more efficiently be performed by existing bargaining unit personnel. Such discussions, if timely requested shall commence before any final decision is made as to whether or not such work will be contracted out.

When the Authority contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Authority and the

Union shall discuss the availability of similar positions within the Authority, as well as the availability of positions for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

ARTICLE 15 OUT OF TITLE WORK

Section 1. Work in a Lower Classification

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.

Section 2. Work in a Higher Classification

Any employee who is assigned by the Authority to a vacant position in a higher grade for a period of more than thirty (30) days shall receive the salary rate for the higher position from the first day of the appointment (such salary rate shall be calculated by compensating the employee as if he/she were being placed in the salary rate in the higher job grade that is closest to, but not less than one hundred and ten percent (110%) of the employee's current salary rate, if the assignment is approved within that period by the Director, Human Resources. To seek approval, a copy of Form A, attached to this Agreement, must be completed whenever a temporary assignment to a higher classification is expected to exceed thirty consecutive calendar days.

Section 3. Overtime Compensation

A. An employee who performs overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation unless it is higher than the maximum of the grade in which overtime is rendered, in which case he/she shall be paid at the maximum rate for the grade in which service is rendered.

ARTICLE 16 CLASSIFICATION AND RE-CLASSIFICATION

Section 1.

The Authority shall provide the Union with a copy of the job description of each job title covered

by this Agreement.

Section 2.

Each employee shall be permitted to examine his/her job description.

Section 3.

In the event the Authority decides to exercise its right to reclassify a position covered by this Agreement, it agrees to negotiate with the Union over the appropriate wage rate.

Section 4.

The parties agree that the work of the Joint Labor Management Career Ladder Committee shall continue through the term of the agreement and shall endeavor to meet the following timetable for submission of a joint report and recommendation to the Authority and the Union:

1. The Committee shall continue meeting no less than once each month.
2. The Committee shall prepare a report and recommendation to the parties.
3. This report shall contain a recommendation with a defined career path both upward and downward from each position within Unit VI to all positions within the Authority, including management titles that flow from Unit VI positions. This recommendation shall include position title descriptions which also include minimum qualifications for each title, and the list of titles from that title to each title in the career path from that title.

ARTICLE 17
LAY-OFF PROCEDURE

Section 1.

A. Notice to the Union

When the Authority determines that a reduction in the work force is necessary, it will notify the Union at least twenty (20) calendar days prior to the layoff.

Within five (5) days of notification of such layoff, the Authority shall meet with the Union to discuss the impact of the layoff on the affected employees, including the availability of similar positions within the Authority and including the availability of any training programs which may be applicable to the employees. During the discussion the Authority will provide the Union with a list of bargaining unit employees indicating their length of service determined as follows: those employees transferred to the Authority under the provisions of Chapter 372 of the Acts of 1984, length of service shall mean all service rendered within the Commonwealth, the Metropolitan

District Commission and the Authority. For all others, length of service shall mean all service rendered within the Authority. In addition, the Authority shall provide a list of fillable vacant bargaining unit positions.

B. Notice to the Employee

In the event of a layoff, the Authority will notify the affected employees in writing and will send a copy of such notice to the Union. Where an employee will actually be laid off, i.e., there is no possibility of attaining another position within the Authority, that employee shall receive one (1) week of advance notice or severance pay, or combination of the two (2) at the option of the Authority, for each full year of service but such notice or severance or combination thereof shall in no case be less than thirty (30) calendar days or greater than twelve (12) weeks. Employees receiving severance pay under these provisions shall continue to receive insurance benefits for the severance period. Employees who receive notice rather than severance pay shall receive insurance coverage in the normal manner which may extend beyond the employee's termination date. The fact that an employee receives severance pay does not limit whatever rights he/she may have under Section 3, Recall Procedure. However, nothing in this Article shall be construed to enable an employee to collect twice for any period of time.

The Authority will provide outplacement assistance which shall include in a manner determined by the Authority: reasonable time off; computer access; copy machine access; resume and job search/career counseling. This will not limit any rights an employee may have to access the Employee Assistance Program (EAP).

Section 2.

A. Layoff

The Authority shall determine the title or titles to be affected by the layoff. Employees working on an "Acting" basis in any Unit 6 job titles will be reassigned to their regular title. The employee(s) in the affected job title within the Division who has not completed his/her probationary period shall be laid off prior to other employees in his/her job title within the Division. If it becomes necessary to lay off an employee in an affected job title within the Division who has completed his/her probationary period, the Authority shall select within that job title within the division the particular employee to be laid off in a multiple incumbent job on the basis of the following factors (listed in descending order of importance): demonstrated ability to do the job; work history; and, related education and training. In the event that two (2) or more such employees are considered substantially equal in accordance with the foregoing factors, then length of service shall be the deciding factor. The Authority shall upon request of the Union or the affected employee, make available the reasons which led to the selection of the particular employee for layoff.

B. Displacement

The parties agree to establish a Labor/Management Committee to consider other procedures which might more equitably distribute the adverse impacts of layoffs.

Section 3. Recall Procedure

A. The Authority shall maintain a recall roster from which laid off employees will be recalled to the title from which they were laid off. Employees laid off from multiple incumbent positions shall be recalled on the basis of the following factors (listed in descending order of importance): demonstrated ability to do the job; work history; and related education and training. In the event that two or more such employees are considered substantially equal in accordance with the foregoing factors, then length of service shall be the deciding factor. The Authority shall upon request of the Union or the affected employee, make available the reasons which led to the selection of the particular employee for recall.

B. The Authority shall give first consideration to employees on the recall roster, for other fillable vacant bargaining unit positions for which the laid-off employee is determined qualified by the Authority in accordance with Article 13, Section 3. A.

C. A laid-off employee will remain on the recall roster for two (2) years, except an employee who is offered recall to a position in the same title as the position from which he/she was laid off and who refused such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.

D. Notwithstanding the above, a laid-off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such recall offer, or who upon acceptance of the recall offer fails to report to work on the appointed date, shall forfeit any further recall rights.

E. All notices of recall sent by the Authority to a laid-off employee and the employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail, return receipt requested.

Section 4. Associate Status

A. It is agreed that there shall be an "Associate Program" as provided in this Section.

B. To be eligible to apply for "Associate" status, an employee must:

1. have a minimum of seven (7) years of service with the Authority;
2. have an over-all annual performance rating of 'meets with distinction' or better in fifty percent (50%) of performance evaluations from FY00 forward. Applicants who have not received current performance evaluations, who otherwise meet all other criterion for the

program, will not be precluded from applying for Associate Status. The Authority agrees to performance evaluations in accordance with Article 11A Section 1. For years in which less than fifty percent (50%) of performance appraisals are completed at the Authority, the standard for Associate Status shall be "meets" or better in fifty percent (50%) of performance evaluations from FY00 forward;

3. provide proof of completion of one (1) continuing education/training course in the two (2) years immediately preceding the application which will include Authority provided training courses. Employees applying for the Authority-sponsored training will not be unreasonably denied an opportunity to attend the training;
4. have a record of sick leave usage that is lower than the Authority wide average for the previous three (3) years and by adding "and/or Small Necessities Leave Act" after Family and Medical Leave Act. It is agreed that the calculation of an applicant's sick leave usage shall not include periods of sick leave used while the employee is on Family and Medical Leave Act leave.
5. have no disciplinary actions in their files issued during the previous three (3) years. For these purposes disciplinary action shall be defined as a suspension in an employee's personnel file which remains in the file subsequent to any grievance or arbitrations relating to the disciplinary action.

C. Employees who are accepted by the Authority in accordance with the provisions of this Section as "Associates" shall enjoy the following benefit:

1. In the event of a lay-off in a multiple incumbent title within the division that is held by one or more Associates, no Associate shall be laid off in advance of any non-Associate employee irrespective of other selection criteria for lay-offs described elsewhere in the Agreement; and
2. In the event of a lay-off in a multiple incumbent title within the division where the Authority has adhered to the provisions of the above sub-section 1 of paragraph C and must choose between two (2) or more Associates, the Associate with the least seniority shall be laid off in advance of any other Associates.
3. In the event of a lay-off in a single incumbent title, the senior Associate laid-off shall have first choice for any vacant position in a title at the same or lower grade in the bargaining unit from a list of fillable/funded vacant positions provided by the Authority for which the Associate is qualified. Any Associate who successfully bids into such a vacant position for which the salary rate would be less than he/she achieved prior to the layoff shall retain that rate and shall move forward on the salary schedule for the new position when the salary rate for that position meets the Associate's former salary rate.

D. To apply for status as "Associate" at the Authority, an employee must submit a written

request to the Director, Human Resources. The Authority agrees to accept the application of any employee who meets the eligibility requirements set forth in paragraph B of this Section. For those applicants determined to be eligible by the Director of Human Resources, a letter of acceptance as an Associate at the Authority shall be signed by the Executive Director and sent to the applicant. The Authority agrees to place a copy of any such letter of acceptance in the employee's respective personnel file.

E. An employee's "Associate" status will be reviewed every three years by the Director, Human Resources or his/her designee to determine if the employee has maintained the eligibility requirements necessary to retain their "Associate" status. In the event an employee has not maintained the requirements as set forth in paragraph B of this Section, the employee will no longer be designated an "Associate", however the employee may re-apply for "Associate" status in the future should he/she meet the eligibility requirements.

ARTICLE 18 TRAINING AND CAREER LADDERS

Section 1.

The Authority and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

Section 2.

The Labor/Management Committee shall have the responsibility of reviewing existing training programs and career ladders and recommending changes therein.

Section 3.

Technological Change - To ensure that the introduction and implementation of technological changes occur in the most effective manner, a Labor/Management Committee, with equal representation from the Authority and the Union shall be established. The purpose of the Committee will include:

1. to review the impact of technological change;
2. to meet and discuss the impact of technological changes on such issues as methods of introduction of new equipment and operating procedures, ergonomic specification, health and safety issues, training and job redesign;
3. to develop and recommend specific training programs and/or procedures regarding use and operation of;

4. to review specific problems as they arise.

ARTICLE 19 SAFETY AND HEALTH

Section 1.

The Authority and the Union will cooperate in the objective of reducing accidents and health hazards. The Authority agrees to provide a safe, clean, wholesome surrounding in all places of employment which shall include but not be limited to, any real property owned or leased by the Authority. The Authority shall inspect such places of employment to maintain good repair. Such inspections shall include, but not be limited to, the inspection of air ducts, extension cords, plumbing, lighting, floors, ceilings and walls, stairs, roofs, ladders, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric devices, storage spaces, trucks, conveyor belts, containers, packing cases, machines, tools and any other physical property used in any place of employment. The Authority shall record the results of such inspections and shall be responsible for correcting any deficiencies noted in such inspection. A written report of such results and the corrections, if any, shall be provided to the Local Union's Safety and Health Committee.

Section 2.

In locations such as confined spaces where valves or other control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein and that sufficient oxygen exists before permitting any employee to enter the confined space for any reason. When such gases are present, no unprotected employee shall be permitted to enter the confined space without proper equipment until the situation is corrected. Harnesses and other protective and/or retrieval devices must be used where any danger or perceived danger is present. All confined spaces shall be entered in accordance with the Authority's written confined space entry procedures.

Section 3.

If a tool, machine, or piece of equipment is defective, worn out, or dangerous to operate because of its condition the Authority shall not permit its use until it or its designee has certified that an inspection has been made and such equipment is not defective, worn out, dangerous, or that such equipment has been repaired or replaced.

Section 4.

Where it is necessary to make excavations, the Authority shall provide protective systems (e.g., proper shoring) in all circumstances where there is any reasonable probability of eminent danger.

Section 5.

The Authority shall at all times be concerned with the safety and health of employees. No employee shall be required to use any tool, machinery or equipment unless such employee is adequately oriented, experienced or familiar with its use.

Section 6.

The Authority shall issue instructions to all supervisory personnel to carry out the provisions of this Article. The parties agree that all supervisors and all employees are responsible for adherence to safe work practices. A copy of the provisions of this Article shall be provided to each supervisor of unit employees. Supervisors are responsible for ensuring that copies of local safety plans and standard operating procedures are made available to employees. Employees must comply with local safety plans and standard operating procedures, as well as any other safety and health related policies, practices procedures and directives issued by the MWRA. Supervisors are responsible for ensuring that copies of local safety plans and standard operating procedures are made available to employees so long as supervisors are notified of the availability of any changes made to such documents. Employees must comply with local safety plans and standard operating procedures, as well as any other safety and health related policies, practices, procedures and directives issued by the MWRA.

Section 7.

When an employee reports any condition which he/she believes to be injurious or potentially injurious to his/her health to the supervisor of a work location, the supervisor shall take all steps necessary to correct the situation within his/her authority and shall report such complaint to the Authority for prompt action and remedy. This shall include, but not be limited to, such things as air quality, dust, odors, noise, ice on roofs and walkways, water quality and overexposure to electronic display screens.

Section 8.

Rules and regulations issued by the Division of Industrial Safety pertaining to the use of power tools; for the prevention of accidents in window cleaning; for common drinking cups and common towels in factories, workshops, manufacturing, mechanical and mercantile establishments; for safeguarding power press tools; for toilets in industrial establishments; to govern compressed air work; to establish safety rules and regulations and machinery standards; relating to safe and sanitary working conditions in foundries; relative to benzol, carbon tetrachloride and other substances hazardous to health; for the prevention of accidents in construction operations; pertaining to structural painting; for the care of employees injured or taken ill in industrial establishments; for safeguarding woodworking machinery; lighting codes for factories, workshops, manufacturing, mechanical, mercantile and administrative establishments; and any other rule or regulation adopted by the Department of Labor and Industries (DLI) intended to govern the prevention of accidents or industrial diseases and not

inconsistent with the provisions of this Agreement are all incorporated herein, unless the Authority demonstrates to the satisfaction of the Union that any such rule or regulation no longer represents the position of DLI or the professional safety community.

Section 9.

A. The parties recognize that employees of the Authority involved in the following activities as part of their work duties may be exposed to materials hazardous to their health, such as, but not limited to:

1. Response to hazardous materials spills/incidents;
2. Inspection investigation of industrial and municipal wastewater treatment plants which may be releasing toxic compounds into the waste stream;
3. Sewage transport and treatment;
4. Storage of geological borings and soil samples; and
5. Laboratory handling and analysis of samples collected in the above activities.

B. Such employees shall be offered a physical examination to include a chest x-ray and immunization on an annual basis at no cost to the employee.

Section 10.

Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending physician may make a written request to the Authority for a temporary reassignment within their job description or a comparable position, and may have their duties modified or be reassigned for the duration of the pregnancy. Upon request by the Authority, the employee will provide substantiating medical evidence. The Authority shall make reasonable efforts to accommodate medically substantiated requests.

Section 11.

The Authority shall not make work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances as defined in Massachusetts General Laws Chapter 21E, such as, but not limited to, asbestos, arsenic and PCBs.

Section 12.

Any safety and health related incident affecting an employee which may require generation of an incident/accident report shall be made available to the Union.

Section 13.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure but may not be the subject of arbitration.

Section 14.

The Union shall be allowed to appoint at least one bargaining unit member to each Authority Labor/Management Safety Committee which the parties agree deal with issues which directly affect Local 9360 members.

Section 15.

"The Drug and Alcohol Testing Policy, attached as an Appendix E, shall apply to all bargaining unit employees, and is incorporated herein by reference."

ARTICLE 20
ARBITRATION OF DISCIPLINARY ACTION

Section 1.

No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six (6) consecutive months or more, and who has successfully completed his/her initial probationary period, shall be discharged, suspended, or demoted on arbitrary, capricious or unreasonable grounds. Any employee who severs his/her employment with the Authority must serve an additional probationary period of six (6) consecutive months upon reemployment whether in the same or a different job title. Any such employee will be considered a new employee for purposes of this Article.

Section 2.

In the event that an employee is not given a hearing prior to the imposition of discharge or discipline, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to the Step 1 person designated by the Authority within eight (8) working days of the date such action was taken. The grievance shall be treated as a Step 1 grievance and the grievance procedure as contained in Article 21 shall apply.

Section 3.

In the event that any employee is given a hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of this Article shall be submitted in writing by the aggrieved employee to the division/unit director and Manager, Labor Relations within eight (8) working days of the date such action was taken. The grievance shall be treated as a Step III grievance and the grievance procedure as contained in Article 21 shall apply.

Section 4.

As a condition precedent to submitting a grievance alleging a violation Section 1 of this Article, the Union and the employee involved shall sign and give to the Authority, on a form prepared by the Authority, a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

Section 5.

Should the Union submit a grievance alleging a violation of Section 1 of this Article to arbitration pursuant to the grievance procedure as contained in Article 21 of this Agreement, the arbitration shall be conducted on an expedited basis.

An employee and/or Union shall not have the right to grieve, pursuant to this Article, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown, or withholding of services unless the Union alleges that the employee did not engage in such conduct.

ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this Agreement.

Section 2.

The grievance procedure shall be as follows:

Step I

An employee and/or the Union shall submit a grievance in writing to the person designated by the Authority for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the Authority shall reply in writing to the employee and the Union by the end of seven calendar days following the date of submission.

Step II

In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal shall be presented in writing to the person designated by the Authority for such purpose

within ten (10) calendar days following the receipt of the Step 1 decision. The person so designated shall meet with the employee and/or the Union for review of the grievance and shall issue a written decision to the employee and the Union within fourteen (14) calendar days following the day on which the appeal was filed.

Step III

In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to the Manager, Labor Relations or his/her designee within seven (7) calendar days of the receipt of the unsatisfactory decision. The Manager, Labor Relations or his/her designee shall issue a written reply by the end of twenty-one (21) calendar days following the day on which the appeal was filed, or, if a meeting is held with the employee and/or the Union including the Representative of the International Union, by the end of fourteen (14) working days following the close of the meeting. Except in unusual and extraordinary circumstances, the Authority will hold meetings on Step III grievances and every effort will be made to hold such meeting within fourteen (14) working days following the filing of the appeal.

In grievance cases involving non-selection, Step III meetings shall be conducted and decisions rendered by a panel of three (3) management employees designated by the Manager, Labor Relations. At least two (2) of the management employees so designated shall be from divisions other than that in which the non-selection occurred. All procedures and timelines governing the Step III process shall apply.

Step IV

Grievances unresolved at Step III may be brought to arbitration solely by the Representative of the International Union by filing with the Manager, Labor Relations or his/her designee, within twenty-one (21) working days of the receipt of the Step III decision, a completed Request for Arbitration form.

Section 3.

The parties will attempt to agree on an arbitrator on a case-by-case basis. Failing such agreement within ten (10) calendar days of the Labor Relations Manager's (or his/her designee's) receipt of the Request for Arbitration, the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 4.

Once arbitration has been requested by the Union, a hearing shall be held no later than twelve (12) months from such request. If a hearing is not held within the twelve (12) month period, due to inaction of the Union, the grievance is thereby withdrawn with prejudice but without precedence.

Section 5.

The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150C.

Section 6.

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding, shall be divided equally between the Union and Authority. Each party shall bear the cost of preparing and presenting its own case.

Section 7.

If a decision satisfactory to the Union at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, the Union may re-institute the original grievance at the next step of the grievance procedure. A resolution of a grievance at Step I or Step II shall not constitute a precedent.

Section 8.

If the Authority exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step IV. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Section 9.

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

Section 10.

The Authority shall designate a person or persons to whom grievances may be submitted at Step I and Step II.

Section 11.

A Union representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his behalf and shall have the opportunity to be present at grievance meetings between the employee and the Authority held in accordance with the grievance procedure.

Section 12

The Union and the Authority may utilize the following expedited arbitration procedure, in place of the normal arbitration procedure as set forth in Section 2, Step III and Sections 3 and 4 above:

A. In order to invoke the expedited arbitration procedure set forth below, the Union shall notify the Authority in writing by filing with the Manager, Labor Relations or his/her designee that it wishes to invoke the following expedited arbitration procedure, and shall also submit with such notice a completed Request for Arbitration form.

B. The Authority shall respond to the Union's notice within five (5) workdays of receipt of the notice. If the Authority agrees to use the expedited procedure, or if the Authority fails to respond, the Union shall notify one (1) of the three (3) arbitrators listed below, as their names appear in rotation, and call for a hearing within three (3) weeks. The Authority shall be required to attend the hearing or forfeit the grievance. The three (3) arbitrators who will hear and decide any expedited arbitration that may arise from time to time are:

- 1.
- 2.
- 3.

C. Except for good cause, the arbitrator shall have no power to delay the hearing and shall render an interim decision at the close of the presentation of any evidence; no briefs shall be submitted at this state of the proceedings.

D. It is the intent of the parties to obtain a decision within twenty-four (24) hours after the close of evidence and for the hearing to be completed the same day it commences. If the parties have not been permitted to complete the testimony of its witnesses, the hearing shall either continue that day or continue the next day until completed. However, in no event, shall the hearing be postponed for more than one (1) day, nor the interim decision delayed for more than one (1) day.

E. In the event either party wishes to challenge the interim award, that party may request the opportunity to present further evidence or argument, but the interim decisions shall be implemented until such time as a further hearing is held and new decision rendered.

F. An unchallenged interim decision shall not be a precedent for any other disputes, and shall be without prejudice to any other grievance or arbitration. Such a decision will not be admissible in any other arbitration proceeding.

G. Sections 5 through 9 of this Article shall apply to proceedings held under this Section.

ARTICLE 22
PERSONNEL RECORDS

Section 1.

Each employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon written authorization by the employee involved.

Section 2.

Whenever any material, including evaluations, is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material.

Section 3.

A. The Union or any employee may challenge the accuracy or propriety of such material and personnel evaluation by filing a written statement of the challenge in the personnel file.

B. An employee may file a grievance based on a personnel evaluation or on any material either of which results in a negative action. Said material will be found to violate this Agreement only if it is arbitrary, discriminatory or contains factual allegations which are clearly erroneous. Upon a determination at any step of the grievance procedure that such personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statements in response thereto.

C. Except as provided in Article 11A, performance evaluations may not be reviewed or set aside by any third party.

ARTICLE 23
MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1.

Except as otherwise limited by an express provision of this Agreement, the Authority shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of

its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Authority and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 3.

It is acknowledged that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Authority shall not be obligated to any additional collective bargaining, except as specifically provided for in this Agreement.

Section 4.

Any prior agreement covering employees in this bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE 24 LABOR/MANAGEMENT COMMITTEE

Section 1.

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Labor/Management Committee shall be established which shall consist of up to five (5) representatives designated by the Authority and up to five (5) representatives designated by the Union.

Section 2.

The Committee shall meet at least quarterly. Such meetings shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of Authority/employee relations and improvement of productivity.

ARTICLE 24A
COMMON INTEREST FORUM

In order to provide an open forum for discussions between the Union and MWRA executive/management staff a common interest forum shall be established. There shall be up to five (5) representatives designated by the Authority, and up to five (5) representatives designated by the Union. Meetings of the Common Interest Forum will occur at least quarterly. Such meetings shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject.

The topics discussed will relate to matters of common interest and mutual concern relative to the Authority's efforts to carry out and complete its public mission. First aid care and the impact of pending state or federal legislation on the Authority and its mission are examples of items of Common Interest. The Forum will provide to bargaining unit members through their elected representatives an opportunity to lend their skills and expertise to assisting in the resolution of such items and supporting mutually agreed upon solutions.

ARTICLE 25
NO STRIKES

Section 1.

Neither the Union nor any employee shall engage in, induce, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

Section 2.

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, exert its best efforts to terminate it.

ARTICLE 26
SAVINGS CLAUSE

In the event that any Article, section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Authority of funds made available through federal law, rule or regulation, then such specific Article, section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Manager, Labor Relations and may be submitted by the Union to arbitration.

ARTICLE 27
DURATION

This Agreement shall be for the three (3) year period from July 1, 2017 through June 30, 2020, and the terms contained herein shall become effective upon ratification by the Union and approval by the MWRA Board of Directors, unless otherwise specified. Should a successor agreement not be executed by June 30, 2020, this Agreement shall remain in full force and effect until a successor agreement is executed. At the written request of either party, negotiations for a successor agreement will be commenced on or after April 1, 2020. Any written requests made under this Article shall be made by registered mail; and, if by the Authority, be addressed to United Steelworkers, 100 Medway Road, Suite 403, Milford, Massachusetts 01757 and if by the Union, to the Manager of Labor Relations, Massachusetts Water Resources Authority, 100 First Avenue, Charlestown Navy Yard, Boston, Massachusetts 02129.



MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

April 13, 2018

Stephen Finnigan, Sub District Director
United Steelworkers Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: Holiday Pay if at Compensatory Time Cap

Dear Mr. Finnigan:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the United Steelworkers, Local 9360 ("USW 9360) regarding the following issue:

Unit 6 operational employees assigned to the Deer Island Treatment Plant who are required to work the Christmas Eve 3 – 11 shift or on Thanksgiving Day or Christmas Day and whose compensatory time bank is at the eighty (80) hour cap shall be compensated with two (2) payments of "holiday pay" in addition to their regular pay for the day.

The parties agree to meet and confer to discuss other, unanticipated, scenarios that may arise after the implementation of this side letter.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Perry".

Steve Perry, Manager, Labor Relations
and Workers' Compensation

A handwritten signature in black ink, appearing to read "Stephen J. Finnigan".

Stephen J. Finnigan
USW Sub District Director

A handwritten signature in black ink, appearing to read "Richard Carter".

Richard Carter, President
USW Local 9360



MASSACHUSETTS WATER RESOURCES AUTHORITY

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April 13, 2018

Stephen Finnigan, Sub District Director
United Steelworkers Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: Holiday Saved Bank


Dear Mr. Finnigan:


This letter will serve to confirm the understanding reached between the parties during the negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority ("the MWRA") and the United Steelworkers, Local 9360 ("USW 9360") regarding the following issue:

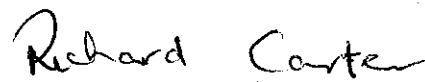
The MWRA and the Union agree that an employee who is required to work on a holiday shall receive a "holiday saved" day in addition to his/her regular rate of pay for the day. The "holiday saved" day should be used within sixty (60) days of accrual. If a "holiday saved" day cannot be granted by the Authority because of shortage of personal or other reasons, the "holiday saved" day shall be transferred to the employees vacation balance after sixty (60) days.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,


Steve Perry, Manager, Labor Relations
and Workers Compensation


Stephen J. Finnigan
USW Sub District Director


Richard Carter, President
USW Local 9360



MASSACHUSETTS WATER RESOURCES AUTHORITY

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April 13, 2018

Stephen Finnigan
USW Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: Less Than Full-Time Sick Leave Buyback

Dear Mr. Finnigan:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the United Steelworkers, Local 9360 ("USW 9360") regarding the following issue:

The parties agree that employees who are less than full-time and choose to participate in the party's sick leave buyback program shall be allowed to buy back sick leave equivalent to their regularly scheduled work week. For example, an employee who's regularly scheduled work week is four (4) or three (3) days shall be allowed to buyback four (4) or three (3) days, the equivalent days to their regularly scheduled work week, provided that they have earned their full complement of sick leave credits during the preceding year and have a balance equivalent to at least three (3) weeks of their regularly scheduled work week. Employees who contribute one (1) day sick leave per year to the Short Term Disability Bank shall not have that one (1) day included in the amount of days used for that year.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Perry", written over a horizontal line.

Steve Perry, Manager, Labor Relations
and Workers' Compensation

A handwritten signature in black ink, appearing to read "Stephen J. Finnigan", written over a horizontal line.

Stephen J. Finnigan
USW Sub District Director

A handwritten signature in black ink, appearing to read "Richard Carter", written over a horizontal line.

Richard Carter, President
USW Local 9360



MASSACHUSETTS WATER RESOURCES AUTHORITY

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TTY: (617) 788-4971

April 13, 2018

Stephen Finnigan
USW Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: Time Clocks

Dear Mr. Finnigan:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the United Steelworkers, Local 9360 ("USW 9360") regarding the following issue:

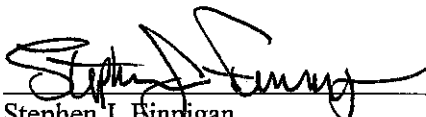
MWRA intends to implement an electronic time reporting system. Employees will be required to swipe an electronic card reader or similar device at the beginning and end of each day to record their work hours on a daily basis. The recorded time entry information will be utilized to calculate an employee's weekly hours of work.

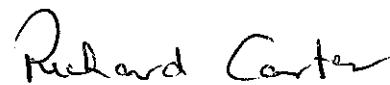
The MWRA will not implement this new time procedure for this bargaining unit until it is implemented across all MWRA bargaining units. The MWRA shall provide the Union with sixty (60) days notice prior to implementation and agrees to provide the union the opportunity to further discuss this change. Further, the MWRA will address issues and concerns raised by the Union prior to implementation. Subsequent to the implementation, the MWRA agrees to meet with the Union to discuss implementation issues.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,


Steve Perry, Manager, Labor Relations
and Workers' Compensation


Stephen J. Finnigan
USW Sub District Director


Richard Carter, President
USW Local 9360



MASSACHUSETTS WATER RESOURCES AUTHORITY

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April 13, 2018

Stephen Finnigan
USW Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: Written Warning Review

Dear Mr. Finnigan:


This letter will serve to confirm the understanding reached between the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the United Steelworkers, Local 9360 ("USW 9360") regarding the following issue:

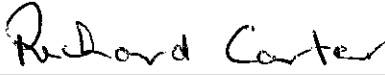
MWRA agrees to review Written Warnings issued to an employee in eighteen (18) month intervals, provided that the employee has not engaged in any inappropriate conduct which resulted in additional disciplinary action during this period. Eighteen (18) months after issuance of a written warning, the MWRA will make a determination as to whether the Written Warning may be expunged from the employee's personnel record. Where MWRA has determined, after eighteen months, that the warning may not be expunged, the warning shall be expunged eighteen (18) months later, provided the employee has not engaged in any inappropriate conduct which resulted in additional disciplinary action during this period. Written warnings related to violations of civil rights, violence in the workplace or sexual harassment shall not be affected by this letter and the MWRA retains its discretion to retain such letters in the employee's personnel file.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,


Steve Perry, Manager, Labor Relations
and Workers' Compensation


Stephen J. Finnigan
USW Sub District Director


Richard Carter, President
USW Local 9360



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April 13, 2018

Stephen Finnigan, Sub District Director
United Steelworkers Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: 2017 – 2020 One-Time Payment

Dear Mr. Finnigan:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the United Steelworkers, Local 9360 regarding the following issue:

All employees in the previously reclassified pay grade 14 will receive a one-time payment in the amount of \$1,380 on or about June 30, 2018, \$1,380 on or about June 30, 2019 and \$1,380 on or about June 30, 2020. The aforementioned one-time payment for employees in the previously reclassified pay grade 14 will cease to be provided after June 30, 2020. In addition, MWRA will consider these payments as regular compensation and will treat payments as such and will therefore include these payments in the calculation of salary for purposes of retirement.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Perry", with a long, sweeping underline.

Steve Perry
Manager, Labor Relations and Workers'
Compensation

A handwritten signature in black ink, appearing to read "Stephen J. Finnigan", with a long, sweeping underline.

Stephen J. Finnigan
USW Sub District Director

A handwritten signature in black ink, appearing to read "Richard Carter", with a long, sweeping underline.

Richard Carter, President
USW Local 9360



MASSACHUSETTS WATER RESOURCES AUTHORITY

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April 13, 2018

Stephen Finnigan
United Steel Workers, Local 9360
100 Medway Road-Suite 403
Milford, MA 01757

Re: Labor Coalition and Management Committee

Dear Mr. Finnigan:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the United Steel Workers Local 9360 ("USW Local 9360") regarding the following issue: Article 6 section 5;

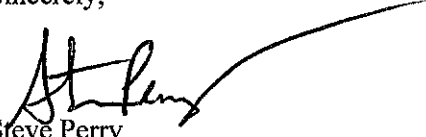
The MWRA agrees to establish a Labor Coalition and Management Committee to review and address the issue of substance abuse dependency. The committee shall work jointly to make recommendations to the MWRA's Executive Director about programs or ways through which the MWRA can assist employees.

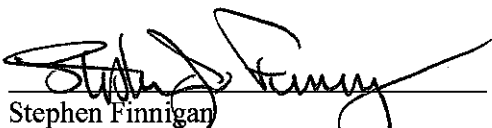
If the Committee agrees to implement a program or policy prior to the next successor agreement negotiations, it is agreed that the newly created policy will supersede the specific changes made to the MWRA's Drug and Alcohol Testing Policy during these negotiations.

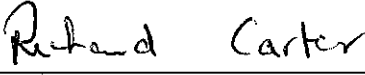
This agreement does not alter the MWRA's existing Drug and Alcohol Testing Policy as contained in the collective bargaining agreement between the parties.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,


Steve Perry
Manager, Labor Relations and
Workers' Compensation


Stephen Finnigan
United Steel Workers, Local 9360


Richard Carter, President
USW 9360



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April 13, 2018

Stephen Finnigan
USW Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: EAP 24 Hour Emergency Services

Dear Mr. Finnigan:

This letter will serve to continue the understanding reached between the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the United Steelworkers Local 9360 ("USW Local 9360") regarding the following issue:

MWRA is committed to working with its current Employee Assistance Provider to identify substance abuse assistance programs that provide 24 hour assistance in the admittance to a substance abuse program.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Perry".

Steve Perry, Manager, Labor Relations
and Workers' Compensation

A handwritten signature in black ink, appearing to read "Stephen Finnigan".

Stephen Finnigan,
USW Sub District DirectorA handwritten signature in black ink, appearing to read "Richard Carter".

Richard Carter, President
USW Local 9360



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April 13, 2018

Stephen Finnigan, Sub District Director
United Steelworkers Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: Steps on the Salary Chart Review

Dear Mr. Finnigan:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2017–2020 collective bargaining agreement between the Massachusetts Water resources Authority (the “MWRA”) and the United Steelworkers Local 9360 (“USW Local 9360”) regarding the following issue:

Subsequent to the ratification and execution of the Collective Bargaining Agreement the MWRA agrees to meet with representatives from the union to review and discuss the relevance of the number of steps on the current salary chart. MWRA and the Union shall each assign 3 representatives to this committee. This committee shall meet every other month beginning within 30 days of the ratification of the successor agreement.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,

Handwritten signature of Steven Perry in black ink.

Steven Perry, Manager, Labor Relations
and Workers' Compensation

Handwritten signature of Stephen Finnigan in black ink.

Stephen Finnigan
USW Sub District DirectorHandwritten signature of Richard Carter in black ink.

Richard Carter, President
USW Local 9360



MASSACHUSETTS WATER RESOURCES AUTHORITY

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April 13, 2018

Stephen Finnigan
USW Local 9360
100 Medway Road – Suite 403
Milford, MA 01757

Re: Call Back Pay


Dear Mr. Finnigan:

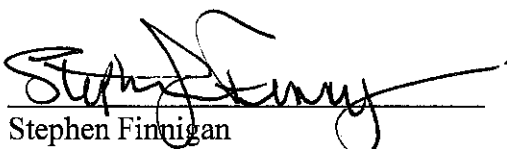
This letter will serve to confirm the understanding reached between the parties during negotiation of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the United Steelworkers Local 9360 ("USW Local 9360") regarding the following issue: Article 6 section 5;

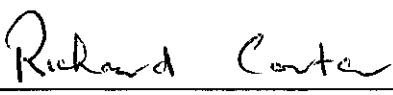
Any calls that typically involve the initiation of a chain of events for follow up response will be eligible for two hours of overtime pay. An example of a chain of events could include the receipt or initiation of at least two or more phone calls within a two hour period that involve and require substantive and significant work. Simply answering 2 telephones calls requiring a known response (i.e. location of a document; providing name to contact for a particular issue) is not being called back to work. Also, simply forwarding emails or responding via any communication vehicle (i.e. email; telephone or texting) without having to engage in any significant work to provide an answer is not being called back to work.

Your signature below will indicate that this does in fact represent the understanding.

Sincerely,


Steve Perry, Manager Labor Relations
and Workers' Compensation


Stephen Finnigan
USW Sub District Director


Richard Carter, President
USW Local 9360

APPENDIX A

<u>TITLE</u>	<u>GRADE</u>
Administrative Assistant I	7
Contract Administrator	8
Data Analyst, Meter Data	8
Financial Planner	8
Special Projects Coordinator	8
Statistician	8
Workforce Development Coordinator	8
Administrative Manager	9
Data Management Supervisor	9
Environmental Info Analyst	9
Head Administrative Assistant	9
IS Development Specialist	9
Library Supervisor	9
Payroll Administrator	9
Programmer Analyst II	9
Security Monitor	9
Sr. Accountant	9
Sr. Compliance Monitor	9
Sr. Operator/E-Mail Administrator	9
Supervisor, Trans/Courier/Mail	9
Systems Analyst/Programmer I	9
Technical Support Analyst	9
Hardware Maintenance Specialist	10
IS Project Leader	10
IS Project Leader, DITP Systems	10
Operations Liaison	10
Payroll Specialist	10
Project Mgr, Graphic Design	10
Public Access Coordinator	10
Security Services Admin	10
Senior AP Specialist	10
Sewerage Quality Database Coordinator	10
Sr. Analyst, CSO	10
Sr. Auditor	10
Sr. CEB Analyst	10
Sr. Contract Administrator	10
Sr. Contract Administrator, Tun	10
Sr. Financial Analyst	10
Sr. Systems Analyst	10
Sr. Training Specialist	10
Statistical Super, Meter Data	10

Assistant Finance Manager	11
Asst Grants Manager	11
Database Analyst	11
Database Analyst/Programmer	11
Deputy Payroll Manager	11
Financial IS Project Leader	11
Insurance Officer	11
Librarian/Records Manager	11
Program Manager, Training	11
Project Manager, Meter Data	11
Project Manager, MIS	11
Project Manager, School Ed	11
Real Property Project Manager	11
Supervisory Auditor	11
System Analyst/Programmer III	11
Technical Support Specialist	11
Accounts Payable Manager	12
Administrative Services Manage	12
Area Manager	12
Area Manager, Elec/Piping	12
Area Manager, HVAC & I/C	12
Area Manager, Mech/Primary	12
Area Manager, Residuals	12
Area Manager, Secondary	12
Assistant Contracts Manager	12
Cash Manager	12
Claims Management Specialist	12
Deputy Purchasing Manager	12
Facilities Manager	12
Investment Manager	12
IT Project Manager III	12
Manager, Contract Admin	12
Manager, Fin & Spec Projects	12
Manager, Finance & Admin	12
Manager, Power Generation	12
Manager,Coordination & Control	12
Materials Coordination Manager	12
MBE/WBE Program Manager	12
Mgr, Analysis & Tech Support	12
Prog Mgr, Monitor & Compliance	12
Program Manager	12
Program Manager, MIS	12
Program Manager, MIS Ops	12
Program Manager, Network Sr.v	12
Program Manager, Tech Info	12
Program Mgr, Tech Services	12
Shift Operations Manager	12
Sr. Systems Manager	12
Systems Administrator III	12
Warehouse Manager	12
Work Coordination Center Mgr	12

Accounting Manager	13
Assets Manager	13
Assist Manager Rates, Rev & Fin	13
Community Relations Manager	13
Deputy Contracts Manager	13
Headworks Manager	13
IS Custom Support Manager	13
Manager, DI Admin & Finance	13
Manager, Emergency Planning	13
Manager, Facilities & Admin	13
Manager, Finance	13
Manager, Risk Management	13
Manager, Vehicle Maintenance	13
Manager, Facilities Mgmt	13
Materials Manager	13
Network & Systems Manager	13
Payroll Manager	13
Sr. Program Mgr, IS Security	13
Sr. Shift Manager	13
Sr. Staff Counsel	13

APPENDIX B
37.5 Hours
Effective 7/1/2017
1.5%

	3	4	5	6	7	8	9	10	11	12	13
6	\$838.66	\$855.35	\$872.49	\$889.98	\$907.74	\$925.93	\$944.44	\$963.29	\$982.57	\$1,002.25	\$1,022.28
7	\$877.92	\$895.43	\$913.29	\$931.60	\$950.23	\$969.26	\$988.59	\$1,008.39	\$1,028.54	\$1,049.14	\$1,070.14
8	\$967.12	\$986.38	\$1,006.21	\$1,026.31	\$1,046.80	\$1,067.73	\$1,089.12	\$1,110.94	\$1,133.13	\$1,155.74	\$1,178.82
9	\$1,063.47	\$1,084.67	\$1,106.41	\$1,128.55	\$1,151.14	\$1,174.15	\$1,197.61	\$1,221.59	\$1,246.02	\$1,270.92	\$1,296.32
10	\$1,170.49	\$1,193.97	\$1,217.78	\$1,242.18	\$1,267.06	\$1,292.26	\$1,318.13	\$1,344.53	\$1,371.44	\$1,398.83	\$1,426.79
11	\$1,288.23	\$1,314.08	\$1,340.32	\$1,367.11	\$1,394.48	\$1,422.34	\$1,450.77	\$1,479.80	\$1,509.41	\$1,539.58	\$1,570.38
12	\$1,416.72	\$1,445.10	\$1,473.98	\$1,503.44	\$1,533.54	\$1,564.21	\$1,595.46	\$1,627.37	\$1,659.89	\$1,693.12	\$1,726.95
13	\$1,649.84	\$1,682.82	\$1,716.51	\$1,750.83	\$1,785.86	\$1,821.61	\$1,858.00	\$1,895.19	\$1,933.06	\$1,971.76	\$2,011.19

	14	15	16	17	18	19	20	21	22	23
6	\$1,042.70	\$1,063.52	\$1,084.79	\$1,106.51	\$1,128.65	\$1,151.26	\$1,174.30	\$1,197.75	\$1,221.71	\$1,258.42
7	\$1,091.48	\$1,113.35	\$1,135.66	\$1,158.35	\$1,181.51	\$1,204.55	\$1,229.20	\$1,253.80	\$1,278.85	\$1,317.30
8	\$1,202.43	\$1,226.51	\$1,251.04	\$1,276.07	\$1,301.56	\$1,327.56	\$1,354.18	\$1,381.24	\$1,408.86	\$1,451.25
9	\$1,322.24	\$1,348.68	\$1,375.67	\$1,403.21	\$1,431.25	\$1,459.83	\$1,489.08	\$1,518.86	\$1,549.26	\$1,595.83
10	\$1,455.35	\$1,484.46	\$1,514.16	\$1,544.46	\$1,575.31	\$1,606.82	\$1,638.96	\$1,671.18	\$1,705.24	\$1,756.45
11	\$1,601.80	\$1,633.84	\$1,666.48	\$1,699.84	\$1,733.84	\$1,768.50	\$1,803.90	\$1,839.94	\$1,876.71	\$1,933.16
12	\$1,761.48	\$1,796.73	\$1,832.70	\$1,869.35	\$1,906.74	\$1,944.90	\$1,983.75	\$2,023.43	\$2,063.93	\$2,125.92
13	\$2,051.42	\$2,092.44	\$2,134.26	\$2,176.97	\$2,220.48	\$2,264.91	\$2,310.21	\$2,356.38	\$2,403.50	\$2,475.73

Effective 6/30/2018
2%

	3	4	5	6	7	8	9	10	11	12	13
6	\$855.44	\$872.46	\$889.94	\$907.78	\$925.90	\$944.45	\$963.33	\$982.56	\$1,002.22	\$1,022.30	\$1,042.72
7	\$895.48	\$913.34	\$931.56	\$950.23	\$969.24	\$988.65	\$1,008.36	\$1,028.56	\$1,049.12	\$1,070.13	\$1,091.54
8	\$986.47	\$1,006.11	\$1,026.33	\$1,046.83	\$1,067.74	\$1,089.08	\$1,110.90	\$1,133.15	\$1,155.79	\$1,178.85	\$1,202.40
9	\$1,084.74	\$1,106.36	\$1,128.54	\$1,151.12	\$1,174.16	\$1,197.63	\$1,221.56	\$1,246.02	\$1,270.94	\$1,296.34	\$1,322.24
10	\$1,193.90	\$1,217.85	\$1,242.14	\$1,267.03	\$1,292.40	\$1,318.11	\$1,344.50	\$1,371.42	\$1,398.87	\$1,426.81	\$1,455.33
11	\$1,314.00	\$1,340.36	\$1,367.13	\$1,394.46	\$1,422.37	\$1,450.79	\$1,479.79	\$1,509.40	\$1,539.60	\$1,570.37	\$1,601.79
12	\$1,445.05	\$1,474.00	\$1,503.46	\$1,533.51	\$1,564.21	\$1,595.50	\$1,627.37	\$1,659.92	\$1,693.08	\$1,726.98	\$1,761.49
13	\$1,682.83	\$1,716.48	\$1,750.84	\$1,785.85	\$1,821.58	\$1,858.04	\$1,895.16	\$1,933.10	\$1,971.72	\$2,011.20	\$2,051.42

	14	15	16	17	18	19	20	21	22	23
6	\$1,063.55	\$1,084.79	\$1,106.49	\$1,128.64	\$1,151.22	\$1,174.29	\$1,197.78	\$1,221.71	\$1,246.15	\$1,296.17
7	\$1,113.31	\$1,135.62	\$1,158.38	\$1,181.52	\$1,205.14	\$1,228.64	\$1,253.78	\$1,278.88	\$1,304.43	\$1,356.82
8	\$1,226.48	\$1,251.04	\$1,276.06	\$1,301.59	\$1,327.60	\$1,354.11	\$1,381.26	\$1,408.87	\$1,437.03	\$1,494.79
9	\$1,348.68	\$1,375.65	\$1,403.19	\$1,431.27	\$1,459.87	\$1,489.03	\$1,518.87	\$1,549.24	\$1,580.25	\$1,643.70
10	\$1,484.46	\$1,514.15	\$1,544.44	\$1,575.35	\$1,606.81	\$1,638.96	\$1,671.74	\$1,704.60	\$1,739.34	\$1,809.15
11	\$1,633.84	\$1,666.52	\$1,699.81	\$1,733.83	\$1,768.52	\$1,803.87	\$1,839.97	\$1,876.74	\$1,914.24	\$1,991.15
12	\$1,796.71	\$1,832.67	\$1,869.36	\$1,906.73	\$1,944.87	\$1,983.79	\$2,023.43	\$2,063.90	\$2,105.21	\$2,189.69
13	\$2,092.45	\$2,134.29	\$2,176.94	\$2,220.51	\$2,264.89	\$2,310.21	\$2,356.41	\$2,403.51	\$2,451.57	\$2,550.01

Effective 6/29/19

2%

	3	4	5	6	7	8	9	10	11	12	13
6	\$872.54	\$889.91	\$907.74	\$925.94	\$944.42	\$963.34	\$982.59	\$1,002.21	\$1,022.27	\$1,042.74	\$1,063.58
7	\$913.39	\$931.61	\$950.19	\$969.24	\$988.62	\$1,008.42	\$1,028.53	\$1,049.13	\$1,070.10	\$1,091.53	\$1,113.37
8	\$1,006.20	\$1,026.23	\$1,046.86	\$1,067.77	\$1,089.10	\$1,110.86	\$1,133.12	\$1,155.82	\$1,178.90	\$1,202.43	\$1,226.45
9	\$1,106.44	\$1,128.49	\$1,151.11	\$1,174.14	\$1,197.64	\$1,221.58	\$1,245.99	\$1,270.94	\$1,296.35	\$1,322.26	\$1,348.69
10	\$1,217.78	\$1,242.21	\$1,266.98	\$1,292.37	\$1,318.25	\$1,344.47	\$1,371.38	\$1,398.85	\$1,426.85	\$1,455.34	\$1,484.44
11	\$1,340.28	\$1,367.17	\$1,394.47	\$1,422.35	\$1,450.82	\$1,479.80	\$1,509.39	\$1,539.59	\$1,570.39	\$1,601.78	\$1,633.82
12	\$1,473.95	\$1,503.48	\$1,533.53	\$1,564.18	\$1,595.49	\$1,627.41	\$1,659.91	\$1,693.12	\$1,726.95	\$1,761.52	\$1,796.72
13	\$1,716.49	\$1,750.81	\$1,785.85	\$1,821.57	\$1,858.01	\$1,895.20	\$1,933.07	\$1,971.76	\$2,011.15	\$2,051.42	\$2,092.44

	14	15	16	17	18	19	20	21	22	23
6	\$1,084.82	\$1,106.49	\$1,128.62	\$1,151.21	\$1,174.25	\$1,197.77	\$1,221.74	\$1,246.14	\$1,271.07	\$1,335.05
7	\$1,135.58	\$1,158.33	\$1,181.54	\$1,205.15	\$1,229.24	\$1,253.21	\$1,278.86	\$1,304.46	\$1,330.52	\$1,397.53
8	\$1,251.01	\$1,276.06	\$1,301.58	\$1,327.62	\$1,354.15	\$1,381.19	\$1,408.89	\$1,437.05	\$1,465.77	\$1,539.63
9	\$1,375.66	\$1,403.17	\$1,431.25	\$1,459.90	\$1,489.07	\$1,518.81	\$1,549.24	\$1,580.22	\$1,611.85	\$1,693.01
10	\$1,514.15	\$1,544.43	\$1,575.33	\$1,606.86	\$1,638.95	\$1,671.74	\$1,705.18	\$1,738.70	\$1,774.13	\$1,863.42
11	\$1,666.51	\$1,699.85	\$1,733.80	\$1,768.51	\$1,803.89	\$1,839.94	\$1,876.77	\$1,914.28	\$1,952.53	\$2,050.89
12	\$1,832.65	\$1,869.32	\$1,906.74	\$1,944.87	\$1,983.77	\$2,023.47	\$2,063.90	\$2,105.18	\$2,147.31	\$2,255.38
13	\$2,134.29	\$2,176.97	\$2,220.48	\$2,264.92	\$2,310.19	\$2,356.41	\$2,403.54	\$2,451.58	\$2,500.60	\$2,626.51

40 Hours
Effective 7/1/2017
1.5%

	3	4	5	6	7	8	9	10	11	12	13
9	\$1,134.37	\$1,156.98	\$1,180.17	\$1,203.79	\$1,227.86	\$1,252.41	\$1,277.46	\$1,303.02	\$1,329.09	\$1,355.64	\$1,382.72
10	\$1,248.52	\$1,273.57	\$1,298.97	\$1,325.00	\$1,351.53	\$1,378.41	\$1,406.01	\$1,434.16	\$1,462.87	\$1,492.09	\$1,521.91
11	\$1,374.13	\$1,401.66	\$1,429.67	\$1,458.25	\$1,487.44	\$1,517.17	\$1,547.49	\$1,578.45	\$1,610.04	\$1,642.21	\$1,675.07
12	\$1,511.17	\$1,541.43	\$1,572.23	\$1,603.67	\$1,635.77	\$1,668.51	\$1,701.81	\$1,735.87	\$1,770.55	\$1,806.00	\$1,842.08
13	\$1,759.83	\$1,795.02	\$1,830.94	\$1,867.56	\$1,904.92	\$1,943.03	\$1,981.88	\$2,021.55	\$2,061.94	\$2,103.21	\$2,145.27

	14	15	16	17	18	19	20	21	22	23
9	\$1,410.39	\$1,438.60	\$1,467.37	\$1,496.76	\$1,526.65	\$1,557.17	\$1,588.36	\$1,620.11	\$1,652.54	\$1,702.23
10	\$1,552.37	\$1,583.42	\$1,615.10	\$1,647.42	\$1,680.33	\$1,713.95	\$1,748.23	\$1,782.59	\$1,818.92	\$1,873.55
11	\$1,708.59	\$1,742.77	\$1,777.59	\$1,813.17	\$1,849.43	\$1,886.39	\$1,924.14	\$1,962.60	\$2,001.84	\$2,062.05
12	\$1,878.93	\$1,916.52	\$1,954.89	\$1,993.96	\$2,033.88	\$2,074.56	\$2,115.99	\$2,158.33	\$2,201.52	\$2,267.64
13	\$2,188.17	\$2,231.92	\$2,276.54	\$2,322.09	\$2,368.51	\$2,415.89	\$2,464.22	\$2,513.46	\$2,563.73	\$2,640.79

Effective 6/30/2018

2%

	3	4	5	6	7	8	9	10	11	12	13
9	\$1,157.06	\$1,180.11	\$1,203.78	\$1,227.87	\$1,252.42	\$1,277.46	\$1,303.01	\$1,329.08	\$1,355.67	\$1,382.75	\$1,410.37
10	\$1,273.49	\$1,299.04	\$1,324.95	\$1,351.50	\$1,378.56	\$1,405.98	\$1,434.13	\$1,462.84	\$1,492.13	\$1,521.93	\$1,552.35
11	\$1,401.61	\$1,429.70	\$1,458.27	\$1,487.41	\$1,517.19	\$1,547.51	\$1,578.43	\$1,610.02	\$1,642.24	\$1,675.06	\$1,708.57
12	\$1,541.39	\$1,572.26	\$1,603.67	\$1,635.75	\$1,668.48	\$1,701.88	\$1,735.84	\$1,770.59	\$1,805.96	\$1,842.11	\$1,878.93
13	\$1,795.02	\$1,830.92	\$1,867.56	\$1,904.91	\$1,943.02	\$1,981.89	\$2,021.52	\$2,061.98	\$2,103.18	\$2,145.28	\$2,188.18

	14	15	16	17	18	19	20	21	22	23
9	\$1,438.60	\$1,467.37	\$1,496.71	\$1,526.69	\$1,557.19	\$1,588.31	\$1,620.13	\$1,652.52	\$1,685.60	\$1,753.30
10	\$1,583.42	\$1,615.09	\$1,647.41	\$1,680.37	\$1,713.93	\$1,748.22	\$1,783.19	\$1,818.24	\$1,855.30	\$1,929.76
11	\$1,742.76	\$1,777.62	\$1,813.14	\$1,849.44	\$1,886.42	\$1,924.12	\$1,962.63	\$2,001.85	\$2,041.88	\$2,123.91
12	\$1,916.51	\$1,954.85	\$1,993.98	\$2,033.84	\$2,074.55	\$2,116.05	\$2,158.31	\$2,201.50	\$2,245.55	\$2,335.67
13	\$2,231.94	\$2,276.56	\$2,322.07	\$2,368.53	\$2,415.88	\$2,464.20	\$2,513.50	\$2,563.73	\$2,615.01	\$2,720.01

Effective 6/29/19
2%

	3	4	5	6	7	8	9	10	11	12	13
9	\$1,180.20	\$1,203.72	\$1,227.85	\$1,252.42	\$1,277.46	\$1,303.00	\$1,329.07	\$1,355.66	\$1,382.79	\$1,410.40	\$1,438.58
10	\$1,298.96	\$1,325.02	\$1,351.44	\$1,378.53	\$1,406.13	\$1,434.10	\$1,462.81	\$1,492.10	\$1,521.97	\$1,552.37	\$1,583.40
11	\$1,429.65	\$1,458.29	\$1,487.43	\$1,517.16	\$1,547.53	\$1,578.46	\$1,610.00	\$1,642.22	\$1,675.08	\$1,708.56	\$1,742.74
12	\$1,572.22	\$1,603.71	\$1,635.75	\$1,668.46	\$1,701.85	\$1,735.91	\$1,770.56	\$1,806.00	\$1,842.08	\$1,878.96	\$1,916.50
13	\$1,830.92	\$1,867.53	\$1,904.91	\$1,943.01	\$1,981.88	\$2,021.53	\$2,061.95	\$2,103.22	\$2,145.25	\$2,188.18	\$2,231.94

	14	15	16	17	18	19	20	21	22	23
9	\$1,467.37	\$1,496.72	\$1,526.65	\$1,557.23	\$1,588.33	\$1,620.08	\$1,652.53	\$1,685.57	\$1,719.31	\$1,805.89
10	\$1,615.09	\$1,647.39	\$1,680.35	\$1,713.98	\$1,748.21	\$1,783.19	\$1,818.86	\$1,854.61	\$1,892.40	\$1,987.65
11	\$1,777.62	\$1,813.18	\$1,849.41	\$1,886.43	\$1,924.15	\$1,962.60	\$2,001.88	\$2,041.89	\$2,082.72	\$2,187.62
12	\$1,954.84	\$1,993.94	\$2,033.86	\$2,074.52	\$2,116.05	\$2,158.37	\$2,201.48	\$2,245.53	\$2,290.46	\$2,405.74
13	\$2,276.57	\$2,322.09	\$2,368.51	\$2,415.90	\$2,464.19	\$2,513.49	\$2,563.77	\$2,615.00	\$2,667.31	\$2,801.61

APPENDIX C

CHANGE OF POSITION REQUEST

UNIT 6 (USW 9360)

Date Submitted: _____

Name: _____

Address: _____

Position Held: _____ Location: _____

Position Sought: _____ Location: _____

Date of Hire into Present Job Title: _____

Date: _____
Signature of Employee

Date: _____
Division Director

Date: _____
Manager, Labor Relations and Workers' Comp.

Employees seeking a change of position shall submit a written application on this form to the Division Director. The division shall forward a copy of this application form to the Manager, Labor Relations and Workers' Compensation of the Human Resources Department. A request for change of position will remain valid until the end of the fiscal year in which it is submitted. Employees who wish to withdraw such request shall notify the Division Director in writing. Once an employee accepts a position sought through this procedure, the employee will have no right to return to his/her former position.

APPENDIX D
Unit 6 Retention Schedule

7/1/2017

1.5%

	24	25	26	27	28
9	\$1,611.80	\$1,644.14	\$1,676.90	\$1,710.51	\$1,761.88
10	\$1,774.07	\$1,809.54	\$1,845.71	\$1,882.66	\$1,939.24
11	\$1,952.58	\$1,991.64	\$2,031.52	\$2,072.04	\$2,134.41
12	\$2,147.32	\$2,190.20	\$2,234.01	\$2,278.69	\$2,347.19

6/30/2018

2%

	24	25	26	27	28
9	\$1,644.04	\$1,677.02	\$1,710.44	\$1,744.72	\$1,814.74
10	\$1,809.55	\$1,845.73	\$1,882.63	\$1,920.31	\$1,997.41
11	\$1,991.63	\$2,031.47	\$2,072.15	\$2,113.48	\$2,198.44
12	\$2,190.26	\$2,234.01	\$2,278.69	\$2,324.26	\$2,417.60

6/29/2019

2%

	24	25	26	27	28
9	\$1,676.92	\$1,710.56	\$1,744.65	\$1,779.61	\$1,869.18
10	\$1,845.74	\$1,882.65	\$1,920.28	\$1,958.71	\$2,057.34
11	\$2,031.47	\$2,072.10	\$2,113.59	\$2,155.75	\$2,264.39
12	\$2,234.07	\$2,278.69	\$2,324.27	\$2,370.75	\$2,490.13

APPENDIX E

MWRA Drug and Alcohol Testing Policy

(1) An employee shall be subject to an immediate drug and/or alcohol test if:

(i) Probable cause of drug and/or alcohol use is determined by the Director of Human Resources or his/her designee following a written request, including email, from the employee's manager. Probable cause may be based, as examples, upon the following or other comparable fact patterns:

- Observable phenomena, while on duty, such as direct observation of illegal use or possession of drugs and/or alcohol and/or the physical symptoms of being under the influence of a controlled substance or alcohol.
- A pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement or gait, stupor, impaired judgment, or accidents or other disoriented behavior not obviously attributable to other factors.)

or

(ii) An employee is involved in an "accident" with accident being defined as an unplanned, unexpected and unintended event which:

- a. initially appears to have been caused wholly or partially by an employee, and
- b. occurs on MWRA property or on MWRA business or in an MWRA vehicle AND
 - (i) results in a fatality; or
 - (ii) an injury to him/herself or another person requiring immediate medical attention;
 - (iii) damage to property in excess of two thousand dollars (\$2,000.00);
 - (iv) observation or a report of dangerous or erratic operation of equipment or vehicle; or
 - (v) a response by local or state police.

All employees involved in an accident must report such accident to his/her supervisor immediately. A failure to report such incident will result in disciplinary action.

(iii) When a manager learns of or observes facts or circumstances that suggest probable cause exists as described in (1) (i) above or that an employee has been involved in an accident as described in (1) (ii) above, he/she must immediately submit a written request, including email, to the Director of Human Resources or his/her designee for a drug and/or alcohol test stating the reasons for the request.

The Director of Human Resources or his/her designee will approve or deny such request in writing, including e-mail, and will immediately notify the Union of its determination, in writing, including email, that there is a basis to subject the employee to a drug and/or alcohol test.

An employee required to undergo drug testing under this policy shall be placed on administrative leave with pay pending the outcome of the test results. However, in the instance where the MWRA's Drug/Alcohol vendor notifies the MWRA that it is contacting the employee to discuss the test results, or the employee has tested positive for drugs, or the employee failed to submit to a test (including failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or

provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or the employee has tampered with a test or test sample, or there is indication of tampering, the employee will be placed upon leave without pay immediately upon the MWRA's notification by the MWRA's Drug/Alcohol vendor.

In instances where a sample is deemed dilute, upon notice from the Authority, the employee shall provide an additional sample for testing within two (2) hours of notification. When the employee provided two (2) submissions of dilute samples (except for cases where the employee has a documented medical condition) the employee shall be subject to a minimum thirty (30) calendar day suspension.

(iv) Testing will be performed as soon as practicable after an accident and as soon as practicable following a determination of probable cause, but no later than eight (8) hours after an accident or a determination of probable cause unless due to circumstances beyond the employee's control. Employees required to undergo drug testing under this policy shall be subject to drug testing for amphetamines, Cocaine, Marijuana, opiates, Phencyclidine (PCP), barbiturates, benzodiazepines, Oxycodone, Ecstasy and inhalants. Drug and/or alcohol testing will be conducted in accordance with U.S. DOT regulations governing the testing of holders of Commercial Drivers Licenses and/or the MWRA Drug and Alcohol Testing Policy. A Union representative may accompany the employee to the testing facility.

(2) When an employee is tested for drugs and/or alcohol based on probable cause and tests positive, but the employee has not been involved in an accident as described in (1) (ii) above nor has the employee been involved in any other violation of MWRA policy, the employee shall be immediately removed from his/her duties and the following will occur:

(i) The employee will be subject to a maximum fifteen (15) day suspension, provided however, if the employee claims a substance abuse dependency, the employee will be referred to a Substance Abuse Professional from the MWRA Employee Assistance Program ("EAP") for evaluation. The EAP provider will make a recommendation for treatment. If the employee successfully completes all recommended treatment, including any in-patient or intensive outpatient program, the employee may return to work without serving the maximum fifteen (15) work day suspension. In the event that an employee does not claim substance abuse dependency, the employee shall receive a maximum fifteen (15) day suspension, and upon his/her return to work will be subject to random testing set forth below.

If the EAP provider recommends an in-patient program, the employee will be allowed to utilize available leave time for attendance at this program. If, prior to returning to work, completion of all recommended treatment is not feasible as determined solely by MWRA and its EAP professionals, then the employee will be required to demonstrate substantial compliance with the treatment recommendations. In either case, the employee must be cleared to return to work by the MWRA EAP professionals and pass a return to duty drug and alcohol test. Continued participation and cooperation with the recommended treatment program will be a condition of an employee's return to work. If the employee fails to continue in the treatment prescribed, subsequent to a return to work, the employee will be subject to a maximum fifteen (15) day suspension.

Upon return to work, the employee will be subject to unannounced, follow-up testing for a period of twelve (12) months. If the employee tests positive anytime during the twelve (12) month period, his/her employment will be terminated except in the case of a second positive Marijuana test for which the employee will be subject to a minimum thirty (30) calendar day

suspension. Any positive drug and/or alcohol test result subsequent to the first positive test, including but not limited to the twelve (12) month follow-up will result in termination of employment except in the case of a second positive Marijuana test. If the employee tests positive for Marijuana a third time (within a five (5) year period as referenced in #4 below) during the twelve (12) month period or anytime thereafter, his/her employment will be terminated.

- (ii) If an employee fails to submit to a test (including failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or the employee has tampered with a test, or test sample, the employee shall be immediately removed from his/her duties and subject to a minimum thirty (30) calendar day suspension on the first occasion and will be subjected to the procedures set forth in 3 (i) below; any subsequent occasion where an employee fails to submit to a test (including failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or the employee has tampered with a test, or test sample, will result in the termination of the employee's employment.
- (3) When an employee is tested for drugs and/or alcohol as a result of his/her involvement in an accident as described in (1) (ii) above, or as a result of probable cause and misconduct and/or a violation of another MWRA policy, and a determination is made that an employee's test for drugs and/or alcohol is positive or an employee has refused to submit to a test (including failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or an employee has tampered with a test, or test sample, the employee shall be immediately removed from his/her duties and subject to a minimum thirty (30) calendar day suspension and the following will occur:
- (i) The employee will be referred to a Substance Abuse Professional from the MWRA EAP for evaluation. The EAP provider will make a recommendation for treatment. The employee must successfully complete all recommended treatment, including any in-patient or intensive outpatient program prior to returning to work.

If, prior to returning to work, completion of all recommended treatment is not feasible as determined solely by MWRA and its EAP professionals, then the employee will be required to demonstrate substantial compliance with the treatment recommendations. In either case, the employee must be cleared to return to work by the MWRA EAP professionals and pass a return to duty drug and alcohol program. Continued participation and cooperation with the recommended treatment program will be a condition of an employee's return to work. If the employee fails to continue in the treatment prescribed, subsequent to a return to work, the employee will be subject to further disciplinary action, up to and including termination. Upon return to work, the employee will be subject to unannounced, follow-up testing for a period of twenty-four (24) months. If the employee tests positive anytime during the twenty-four (24) month period, his/her employment will be terminated except in the case of a second positive Marijuana test for which the employee will be subject to a minimum thirty (30) calendar day suspension.

Any positive drug and/or alcohol test result or any occasion where an employee fails to submit to a test (including failure to proceed directly to the testing facility as directed, failure

to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or the employee has tampered with a test, or test sample, subsequent to the first positive test, including but not limited to the twenty-four (24) month follow-up will result in termination of employment except in the case of a second positive Marijuana test for which the employee will be subject to a minimum thirty (30) calendar day suspension. If the employee tests positive for Marijuana a third time during the twenty-four (24) month period or anytime thereafter, his/her employment will be terminated.

- (4) If three (3) years or more have elapsed since an employee's most recent positive drug or alcohol test or drug testing related offense, a new positive drug or alcohol test or drug testing related offense shall be treated as a first offense for purposes of this policy.
- (5) Nothing contained in this policy shall restrict the MWRA from imposing discipline on employees for other misconduct, including conduct that may have occurred around or at the time of a drug or alcohol test, provided, however, that discipline for a positive drug or alcohol test or a drug testing related offense shall be governed by this policy.
- (6) In the event that an arbitrator finds that there was no probable cause under section (1)(i) above or that no accident occurred under section 1(ii) above, the arbitrator shall not consider the results of the drug and alcohol test in determining whether the MWRA was arbitrary and capricious in imposing discipline under applicable collective bargaining agreements. In such an instance, all test results regarding the particular incident shall be removed from the employee's personnel file. This provision shall not in any way change the arbitrary and capricious standard as set forth in the applicable collective bargaining agreements and the MWRA's Enabling Act.
- (7) The MWRA's Controlled Substances and Alcohol Testing Policy for Commercial Drivers, Policy #HR.19, will be applied to employees required to hold such licenses, provided however, that if this MWRA Drug and Alcohol Policy provides the MWRA with additional reasons for ordering a drug or alcohol test (for example, in a post accident situation), the MWRA may order such testing for employees holding commercial drivers licenses.
- (8) All test results will be kept confidential.

Date: May 2017

**MASSACHUSETTS WATER RESOURCES AUTHORITY
INSTRUCTIONS FOR COMPLETING THE PERFORMANCE
APPRAISAL**

1. *Performance ratings should be in reference to the specific objective listed. Ratings on one objective should not influence ratings on another objective.*
2. *Unanticipated tasks and occurrences that occur during the evaluation period should be considered and discussed as part of the overall evaluation.*
3. *Unusual or isolated incidents should not be allowed to influence evaluations. Ratings should reflect the "norm" or "general standard" of an individual's performance on each objective. A review of the Rating Definitions will be helpful in this regard.*
4. *Personal prejudices must not be allowed to influence appraisals. Only information and conclusions related to an individual's performance should be considered.*
5. *In general, ratings should reflect individual differences in performance level. A supervisor who evaluates all or most individuals at the same level may be overlooking important differences in performance and may be shortchanging the development of his/her employees. In multiple incumbent positions, some consideration of the performance of "the group" (of incumbents) as a whole is appropriate.*
6. *Observations should be made in the section reserved for comments that will commend the individual for excellent performance or will offer constructive criticism in areas identified as needing improvement.*
7. *Keep in mind that an individual cannot be expected to meet performance requirements if he/she has not been instructed in all the relevant job requirements. An individual cannot be held responsible for work accomplishments if he/she has not received understandable assignments and instructions. If an individual has an area of difficulty, the supervisor is responsible for helping to solve the problems that prevent optimum performance. If the individual is not performing adequately on the job, he/she should be told how and in what respect he/she is deficient, and how he/she can improve. This is one of the supervisor's most fundamental responsibilities.*

8. *Remember that an individual's performance appraisal is a personal and confidential matter. In no case should this individual's appraisal be discussed with other employees except on a need-to-know basis.*
 9. **IT IS MANDATORY THAT SUPERVISORS DISCUSS PERFORMANCE FREQUENTLY, THOROUGHLY AND COMPLETELY WITH THE EMPLOYEE.** *Employees should be fully instructed by their supervisors as to the requirements of their positions. The evaluation discussions, at several points during the year, provide the supervisor the opportunity to again review the position requirements with the individual and advise the employee as to the methods, procedures and techniques which must be applied in order to bring performance up to (or to maintain it at) an acceptable level. This is also an opportunity for the supervisor to praise and reinforce good job performance and accomplishments. Praise is most effective if it occurs as soon as possible after the actual performance.*
 10. *Each employee should have an opportunity to review and discuss the ratings, comments and conclusions included in the Annual Review prior to the final review being completed.* The employee should sign the review form. The signing of the form is desirable but not mandatory.*
 11. *Questions regarding these instructions should be directed to the Manager of Human Resources Development, Janet Walsh, x4032.*
 12. *At the conclusion of this meeting you may set another meeting to establish a set of objectives for the next evaluation year.*
- * An overall rating of "Unsatisfactory" also requires consultation with Human Resources staff and initiation of a corrective action plan.*

Definition of Overall Performance Ratings

1) INTRODUCTION:

In determining an **overall rating**, the supervisor should carefully review each rating description as well as any relevant Performance Factors, as they relate to the employee's performance on established tasks and objectives. Only the criteria and factors that are relevant should be considered in the evaluation. If there are any examples noted in ratings descriptions that are not appropriate or applicable to the evaluatee, then those criteria should not be considered by the supervisor in determining the rating.

In determining the overall performance rating, the supervisor should also consider the level of importance, complexity, and necessary time commitments of tasks and objectives. If, due to the nature of an objective, an employee is required to spend the significant part of his/her time on the duties of that objective, then performance on the objective should be given the majority of consideration in the evaluation.

An employee's performance is not required to meet every stated criterion within the selected ratings definition listed below. The supervisor should assign the rating which, in his or her judgment, most closely defines the general pattern of the employee's performance.

2) OVERALL PERFORMANCE RATINGS:

- Outstanding
- Meets with Distinction
- Meets
- Meets with Reservations
- Unsatisfactory

3) OVERALL PERFORMANCE RATINGS – DESCRIPTIONS:

Outstanding: Job responsibilities are consistently accomplished, and tasks, and/or objectives are consistently met as a result of the individual's demonstrated superior initiative, independent judgement, and quality of work. Performance consistently goes beyond supervisor's stated requirements. Employee requires almost no supervision and is almost always self directed. Employee gives consideration to, and contributes significantly to departmental and/or organizational goals. Employee achieves outcomes that are well beyond the requirements of the position. Employee is viewed and sought out by others within or outside the organization as an expert/authority in his/her area. Employee may demonstrate ability to perform in a higher level position. Employee has demonstrated superior capabilities and initiative in handling appropriate matters in supervisor's absence. Examples of an "Outstanding" performance may include the following:

- Has overcome difficult and unanticipated obstacles to accomplishing tasks through his or her own resourcefulness and effort.
- Consistently achieves results without the need for supervision.
- Consistently makes independent and sound decisions and recommendations.
- Foresees and anticipates problems before they become major obstacles and takes action.
- Consistently identifies and initiates appropriate new tasks or responsibilities within and beyond the confines of the position.
- Identifies and effectively utilizes all appropriate and available resources.
- Working relationships, in the course of completing tasks and objectives, are highly effective, and aid in accomplishing tasks.
- Is highly skilled in working effectively with individuals at various levels within and outside the organization.
- Reports, assignments, and routine tasks are almost always completed ahead of schedule.
- Errors or oversights are extremely rare.
- Written communication, including reports and correspondence is extremely well prepared, requiring almost no edits.
- Written and oral communication is consistently clear, focused, and highly effective.
- Written and oral communication is always initiated when needed, including apprising the supervisor of significant problems or circumstances that arise.
- Organization and coordination skills greatly facilitate accomplishment of tasks.

Meets with Distinction: Job responsibilities are accomplished, and tasks and objectives are usually met as a result of the individual's demonstrated initiative, strong independent judgement, and high quality of work. Performance often goes beyond supervisor's stated requirements. Employee generally requires minimal supervision and is often self directed. Employee readily contributes to departmental and/or organizational goals and efforts. Employee is viewed as very competent and professional by supervisor and others with whom he/she works in carrying out job responsibilities. Employee competently handles appropriate matters in supervisor's absence. Examples of a "Meets with Distinction" performance may include the following:

- Is frequently successful at overcoming difficult and/or unanticipated obstacles to accomplishing tasks, and only infrequently requires supervisor's assistance.
- Readily makes sound recommendations to supervisor and others, independently and when asked.
- Identifies and utilizes most available resources with little assistance from supervisor.
- Often identifies and initiates appropriate new tasks or responsibilities within and sometimes beyond the confines of the position.
 - Working relationships, in the course of completing tasks and objectives, are effective, and aid in accomplishing tasks.
 - Displays the ability to work constructively with individuals at various levels within and outside the organization, but may occasionally seek supervisor's assistance or advice in dealing with challenging individuals.
 - Reports, assignments, and routine tasks are almost always completed on time.
 - Errors or oversights are infrequent.
 - Written communication, including reports and correspondence is well prepared and requires few edits.
 - Written and oral communication is usually clear, focused and effective.
 - Written and oral communication is usually initiated when needed, including apprising the supervisor of important problems or circumstances that arise.
 - Organization and coordination skills usually facilitate accomplishment of tasks.
 - Readily responds to supervisory guidance and direction.

Meets: Job responsibilities, tasks, and objectives are met in a competent manner which demonstrates satisfactory and acceptable work, and may include occasional initiative and appropriate independent judgement. Performance meets supervisor's stated requirements. Employee requires some supervisory coaching and direction. Employee demonstrates willingness to take on new assignments from supervisor. Examples of a "Meets" performance include the following:

- Attempts to resolve unanticipated obstacles to accomplishing tasks, with some assistance from supervisor.
- Makes appropriate routine recommendations related to job requirements.
- Occasionally initiates new tasks or responsibilities within the confines of the position.
- Utilizes resources identified by supervisor, and may also seek resources independently.
- Working relationships, in the course of completing tasks and objectives, are maintained through the use of essential channels of communication with internal and external contacts.
- Supervisor's assistance or involvement is usually requested when working with difficult individuals.
- Reports, assignments, and routine tasks are usually completed on time.
- Errors or oversights occasionally are made on routine and/or non-routine tasks, but generally are not repeated.
- Written communication, including reports and correspondence, may require edits, but reflect the competence expected for the position.
- Written and oral communication is sometimes initiated by the employee, but more often in response to inquiries from the supervisor.
- Written and oral communication is generally clear in conveying necessary information.
- Organization and coordination skills are adequate and contribute to objective/job accomplishment, but could show additional improvement.
- Demonstrates some success in improving performance in areas addressed by supervisor.

Meets with Reservations: Acceptable performance is demonstrated in most areas, but job responsibilities, tasks, and objectives are not always accomplished. Supervisor's stated requirements are not met on a consistent basis. Employee sometimes requires more supervision and guidance than is appropriate for the position. In order to receive a rating of "Meets with Reservations", the evaluatee should have received some indication from the supervisor during the performance year of the areas needing improvement. Examples of a "Meets with Reservations" performance includes the following:

- Usually requires assistance from supervisor.
- Infrequently makes recommendations to supervisor and others, or often recommendations made do not demonstrate adequate research or experience.
- Usually does not initiate appropriate new tasks or responsibilities.
- Attempts, sometimes successfully, and sometimes unsuccessfully, to utilize resources identified by supervisor.
- Some constructive working relationships are maintained, but occasionally performance problems related to completing tasks and objectives are brought to supervisor's attention by others.
- Reports, assignments, and/or routine tasks are sometimes completed late.
- Errors or oversights are frequently made, but might be avoided by a better review of work prior to submittal.
- Written communication including reports and correspondence may sometimes require unreasonable review time and edits by supervisor.
- Written and oral communication regarding problems that arise is generally not initiated by the employee.
- Written communication sometimes requires clarification from supervisor and others.
- Organization and/or coordination skills sometimes hinder the accomplishment of tasks.
- Procedures, guidelines, and/or instructions are sometimes not adequately followed.
- Demonstrates some efforts to improve in areas of performance previously addressed by supervisor.

Unsatisfactory: Job responsibilities, tasks, and objectives are not met. Documented corrective plan is in effect, or will be required. Employee does not meet supervisor's stated requirements. Employee requires an inappropriate amount and level of supervision, even on routine tasks. Examples of an "Unsatisfactory" performance include the following:

- Routinely requires assistance from supervisor in handling normal job responsibilities and unanticipated obstacles, but often does not seek assistance.
- Usually demonstrates an unwillingness to take responsibility for tasks that are not accomplished.
- Does not successfully utilize resources recommended by supervisor and/or others.
- Working relationships generally are not constructive and often have detrimental impact on job accomplishment by the evaluatee and/or others.
- Problems in performance are frequently brought to supervisor's attention by others.
- Reports and routine assignments are completed late.
- Errors and oversights are frequent, even on routine tasks, and require a disproportionate amount of review and correction by supervisors and/or others.
- Written communication, including routine correspondence requires significant edits by supervisor.
- Written and oral communication regarding problems that arise is not initiated by the employee and is unclear when requested.
- Lack of organization and coordination skills hinders the accomplishment of tasks.
- Usually demonstrates an unwillingness or inability to gain knowledge in, or follow procedures, guidelines, and instructions.
- Usually demonstrates an unwillingness or inability to improve in areas of performance previously addressed by supervisor.



Massachusetts Water Resources Authority Performance Management and Review System For Unit 6 Employees

Employee's Name	
Employee's Title	
Department/Division	
Anniversary Date	
Appraisal Period	Fiscal Year
Objectives Due Date	
Mid-Year Review Due Date	
Annual Review Due Date	
Supervisor's Name/Title	
Reviewer's Name/Title	

Part I – Objectives

Sources for establishing performance objectives are:

- Key business results of your unit/department/division (in alignment with specific task)
- Desired improvements in work operations, systems and procedures
- Development of and support for innovative activities
- Personal development

NOTE: Job description responsibilities should be used as guidelines NOT AS OBJECTIVES

A Performance Objective is goal-setting using specific accomplishments based upon mutual agreement.

The end product must be:

- Relevant
- Measurable
- Helpful (to the organization)
- Timebound
- Understood and
- Not overly complex

NOTE: The performance factors of *Quality of Work, Problem Solving/Decision-Making, Organization, Communications/Interpersonal Relationships, Supervision/Management*, have been omitted as separate performance criteria. These factors should be considered in evaluating performance against each objective.

Objective #1

Mid-Year Review

Mid-Year Review Comments:

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
 _____ Meets with Reservations _____ Unsatisfactory

Annual Review

Annual Review Comments:

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
 _____ Meets with Reservations _____ Unsatisfactory

Objective #2

Mid-Year Review

Mid-Year Review Comments:

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
 _____ Meets with Reservations _____ Unsatisfactory

Annual Review

Annual Review Comments:

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
 _____ Meets with Reservations _____ Unsatisfactory

Objective #3

Mid-Year Review

Mid-Year Review Comments:

Rating: Outstanding Meets with Distinction Meets
 Meets with Reservations Unsatisfactory

Annual Review

Annual Review Comments:

Rating: Outstanding Meets with Distinction Meets
 Meets with Reservations Unsatisfactory

Objective #4

Mid-Year Review

Mid-Year Review Comments:

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
 _____ Meets with Reservations _____ Unsatisfactory

Annual Review

Annual Review Comments:

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
 _____ Meets with Reservations _____ Unsatisfactory

Objective #5

Mid-Year Review

Mid-Year Review Comments:

Rating: Outstanding Meets with Distinction Meets
 Meets with Reservations Unsatisfactory

Annual Review

Annual Review Comments:

Rating: Outstanding Meets with Distinction Meets
 Meets with Reservations Unsatisfactory

Part II- Mid-Year Review Rating

Mid-Year Review Rating:

____ Outstanding ____ Meets with Distinction ____ Meets
____ Meets with Reservations ____ Unsatisfactory *

Supervisor Comments:

Signature/Date

Employee Comments:

Signature/Date

Reviewer Comments:

Signature/Date

* Corrective Action Plan:

Employee Signature/Date

Signature/Date

Part III - Employee Self Assessment

Name:	Date:
Title:	Appraisal Period:
Department/Division:	

1. List your major successes during this appraisal year:

- Review performance against objectives.
- Review performance rating definitions.
- Identify aspects of your performance that may have fallen short of your own expectation during the fiscal year.
- Comment on circumstances, which may have influenced your performance positively, or negatively, this fiscal year.

Comments:

2. Identify areas that you would like to develop next appraisal year, such as:

- Skills to be acquired or improved
- Knowledge to be gained

Comments:

3. Comment on ways in which your supervisor can best facilitate your professional development efforts.

Comments

Employee Signature	Date
Supervisor Signature	Date
Reviewer Signature	Date

Part V – Unit 6 Supervisory Criteria
ANNUAL ONLY (Definitions Attached)

Must be completed for all employees with supervisory responsibility

1. Leadership

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
_____ Meets with Reservations _____ Unsatisfactory

2. Delegation

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
_____ Meets with Reservations _____ Unsatisfactory

3. Communication

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
_____ Meets with Reservations _____ Unsatisfactory

4. Evaluation of Staff

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
_____ Meets with Reservations _____ Unsatisfactory

5. Staff Development

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
_____ Meets with Reservations _____ Unsatisfactory

6. Customer Focus

Rating: _____ Outstanding _____ Meets with Distinction _____ Meets
_____ Meets with Reservations _____ Unsatisfactory

General Comments:

Supervisory Criteria

Definitions for Supervisory Criteria

Leadership – Provides clear direction regarding organizational, unit and individual objectives. Communicates and embodies agency values of teamwork, cost-effectiveness, public accountability and transparency. Does not allow the potential constraints of established rules, normal routines and negative assumptions to inhibit thinking about possible improvements and innovations. Models “thinking outside-the-box”, effective listening and communicating and “managing by walking around” behaviors. Creates, reinforces and rewards a “take risks” approach to the development of ideas, changes and improvements. Encourages thinking that challenges the status quo. Creates performance objectives that sufficiently “stretch” and develop an individual’s capabilities. Creates an environment where organizational change is viewed as a positive challenge and an opportunity to utilize talents and to learn and develop. Creates a sense of urgency for achieving organizational and individual goals and objectives. Creates and maintains an overall work environment which fosters trust and respect and encourages staff to perform most productively.

Delegation – Effectively assigns tasks and projects that can be performed by subordinates to subordinates. Provides the necessary resources and supervisory support to subordinates for successful accomplishment of assigned tasks.

Communication – Encourages the effective upward, downward and horizontal flows of information necessary for staff to successfully perform in their respective roles.

Evaluation of Staff – Provides timely, objective and structured feedback to staff on the quality and quantity of work performed and on overall professional performance and interaction. Regularly recognizes outstanding performance verbally and/or in writing.

Staff Development – Identifies areas for professional development for all staff. Encourages staff participation in skill-enhancing and career-enhancing activities. Ensures that each staff member who is interested in development and/or advancement is counseled and apprised of available resources.

Customer Focus – Maintains constant attention on ensuring that efficiency, cost effectiveness and first-rate service to customers provide the framework for performance objectives and operations at each level of the organization. Encourages solicitation of information and creative ideas from internal and external customers about improvements to the organization (unit, department, division, etc.). Incorporates input and feedback from internal and external customers in improving the organization.

APPENDIX G

NON-SELECTION FORM
for
PROMOTIONS UNDER ARTICLE 13
USWA (UNIT 6) AGREEMENT

Name: _____ Position Held (Grade) _____

Address: _____ Position Sought (Grade) _____

We regret to inform you that another applicant(s) has been selected for the position of _____, located at _____.

Job Vacancy Announcement No. _____

Reason(s) for non-selection:

A.. Ability to do the job.

- Insufficient work experience.
 Inadequate skills.
 Another candidate was deemed to be more qualified.

B. Work history.

- Years of Service Performance
 Time and Attendance Other
 Disciplinary History

C. Experience in related work.

- Insufficient experience related to position.
 Insufficient supervisory experience.

D. In positions where a license is required in the job specification or by a state approving agency, applicant must possess adequate license or certificate of adequate registration on the date application is made. (i.e. CDL, Wastewater License, Collections License, ASE Certification)

- Degree
 Certification
 License

This notice is for the purpose of meeting the requirements of ARTICLE 13, Section 4. It does not preclude either party from raising other issues under the provisions of ARTICLE 21 of the Agreement.

Signed By: _____
Hiring Manager/Designee

Instructions to Supervisor (Hiring Manager): (1) Fill in the blanks; (2) Check at least one of the reasons listed; (3) Check whether the successful applicant was hired from outside the Authority. Note that the Authority is to make every reasonable effort to promote employees who meet established requirements while remaining free to hire from outside.

APPENDIX H

Annual Sick Leave Buyback Request Form
(Must be Submitted and Completed By August 31)

(Employee completed Part I.)

Date: _____

Part I

Name: _____

Work Locations: _____

Date Of Hire: _____

1. Number of Sick Leave Days Earned in the year prior to July 1, _____ (year)

2. Number of Sick Leave Days Used in the year prior to July 1, _____

Signed: _____

(Employee)

Submit form to timekeeper for certification.
(Work Location Timekeeper completes Part II.)

Part II

Timekeeper:

If the information listed above is consistent with your records, please sign and submit through Payroll.

If any information listed above is not consistent with your records, please confer with employee. If the employee then disagrees with your records, submit a copy of this form and the employee calendar to the employee and the President, Local 9360.

Signed: _____

(Timekeeper)

(Division Personnel/Payroll Supervisor completes Part III.)

Part III

Personnel/Payroll Supervisor:

Please indicate the date this form is processed _____ (date)

and the expected date of reimbursement to employee _____ (date)

After processing, include this form within an "Annual Sick Leave Buyback Request" File.

Signed: _____

APPENDIX I

FORM A
Assignment to Higher Classification

(To be completed for any temporary assignment to a higher classification with an expected duration of more than 30 consecutive calendar days.)

The following employee has been temporarily assigned to a job in a higher classification, effective:

_____ (date)

Name: _____

Current title: _____

Title of higher classification: _____

The assignment is expected to last until: _____

The reason for the assignment is: _____

If this assignment exceeds 30 days, the employee will be eligible for pay in the higher classification.

Required signatures:

Immediate Supervisor

Division Authorization

Director of Human Resources

APPENDIX J

Massachusetts Water Resources Authority and the
United Steelworkers of America, Local 9360

MUTUAL AID BANK AUTHORIZATION

Name: _____ Position Held: _____

Division: _____ Department: _____ Location: _____

Summary of Memorandum of Agreement: *Operating Criteria & Procedures/or Mutual Aid Bank:*

1. Participation in the Bank is voluntary. To be eligible for participation in the Bank employees must, at a minimum, contribute one (1) leave day to the bank annually. You can donate more days if you desire.
2. To be eligible to draw from the Bank, employees must have an incapacitating illness lasting at least thirty (30) days or a catastrophic illness which meets certain conditions, complete at least a twenty (20) day waiting period during which all available paid leave credits must be exhausted except accrued personal leave and all but seven (7) days vacation leave.
3. An employee within the unit shall be eligible for participation in the Bank after completing the new employee Probationary Period (six months).
4. The Bank may be used for a non-work related catastrophic illness or injury that prevents an employee from working and that can be documented by a licensed physician. The Bank will be available for not more than a total of twelve (12) work weeks within a twenty-four month period and is intended to bridge the gap between the employee's use of available leave time and long-term disability.
5. The Bank will be administered by a committee consisting of the three (3) members of local 9360 Steelworkers and an equal number of MWRA management representatives. Decisions of the committee must be unanimous and are subject to appeal as outlined in the Bank's Memorandum of Agreement.
6. Seventy-five percent (75%) of an employee's salary (straight hourly wage) will be provided during the period the employee is approved to receive assistance from the Bank. Employees receiving assistance from the Bank shall continue to accrue sick leave benefits at the regular rate of accrual during the assistance period. No other leave benefits shall be accrued.
7. Should the committee determine that the existing Bank is inadequate to meet current needs the committee reserves the right to modify benefit levels. Should benefit levels be modified, written notification will be provided to the unit membership by the local officers.

I authorize the MWRA to immediately, deduct, one (1) day from my available leave time (as indicated below) to be used, as my annual contribution to the Mutual Aid Bank. I further authorize the MWRA to withdraw one (1) such day each July 1st, for the life of the collective bargaining agreement, until or unless I request discontinuation in writing.

_____ sick day* _____ vacation day** _____ personal day** _____ compensatory day**

I have read and understand the above document and the summary of the Mutual Aid Bank and present this application for my participation in the MWRA/USWA Local 9360 Bank.

Signature: _____ Date: _____

USWA official: _____ Date: _____


*Can only donate 1 sick day per/year. Will not affect your sick buy back potential.

**Unlimited number of these days may be donated.

APPENDIX K

Peer Review Training

Train Peer Review members to
competently and impartially
conduct a Peer Review of Rating
Decisions.




Objectives of this Training

- Understanding the U-6 Peer Review Process
- Understanding methods of conducting a review of Supervisor annual rating decisions
- Understanding the definition of and need for impartiality and confidentiality
- Understanding of the use of factual information in reaching panel decisions
- Understanding performance evaluation standards (rating definitions)



The Purpose of the Peer Review Process

- The purpose of the Peer Review Panel is to provide Unit 6 employees with the opportunity to:
 - Have an independent review of their performance, taking into account the written performance objective and the supervisor's assessment against the performance of those objectives, and
 - Provide the opportunity for the Peer Review Panel to decide if the supervisor's annual rating decision is justifiable.



• **As a panel, you have the authority to decide any of three possible outcomes:**

- 1. Uphold rating decision
- 2. Revise rating decision one rating - up or down
- 3. Continue the “proceeding” and ask for additional and/or clarifying information.




Three-Hour Training Agenda

- Introduction
- Formulation of the Improved U-6 Performance Evaluation Process
- Peer Reviewer Selection Process
- Expectations of the Peer Review Panel
- Human Resources Staff Role
- Techniques for Reviewing Information
(from Employee and from Supervisor)
- Decision Review Process
- Deliberation Process




Introduction

- Form pairs of 2
- Ask your partner pertinent information regarding their role at MWRA
- Share the same information with your partner
- You will have 5 minutes to exchange information
- Each person will introduce their partner to the rest of the group




Formulation of the Improved U-6 Performance Evaluation Process

- Labor/Management Team
- Members:
 - Richard Joyce
 - Dave Craven
 - Paula Smith
 - Liz Murray
 - Charles Kelsey
 - Leroy Walker
- 2 and One-Half Year Project
- The Major Improvements




How Does Peer Review Work?

- Employee receives Stage C of PMRS
- If questions/issues regarding the overall performance rating, the Employee meets with Supervisor and then Reviewer
- If no agreement to change rating is reached with either Supervisor or Reviewer, the Employee submits a letter to Director of Human Resources requesting a Peer Review
- A Peer Review Panel is convened
- Employee and Supervisor both prepare and deliver presentations to the Panel
- The Panel deliberates with the support of HR and makes a decision on the same day as presentation
- Employee and Supervisor receive a written decision



Selection Process - How is a Panel Formed?

- All Unit 6 Employees were put in a “pool”
- Twelve Unit 6 members and 2 non-union employees were randomly selected to serve on two panels.
- From the training group, 2 panels will be formed
- Each panel consists of 4 Unit 6 members, 1 non-union employee, one of who has to have supervisory responsibility, and 2 U-6 alternates




Expectations Of Panel

- Participate in the established process and:
 - Engage in good faith, confidential deliberation
 - No preconceived ideas or biases
 - Exercise best efforts to analyze and carefully consider information provided in Employer's presentation/arguments and Supervisor's presentation
 - Issue a fair decision based only on the facts/information



Hearing Schedule

- Presentation from Employee (Not to exceed 30 minutes)
- Question/Answer Session
- Presentation from Supervisor (Not to exceed 30 minutes)
- Question/Answer Session
- Panel Deliberation immediately following presentation
- Deliberation with staff assistance from the Director of Human Resources
- Reach written decision from panel on day of hearing. Decision must be provided to Director of Human Resources on the same day as presentations.



Hearing Process

- Panel meets first:
 - Review the evaluation documents
 - Review rating definitions
 - Voice preliminary questions and/or issues
- Panel's roles and responsibilities:
 - Professional operation
 - Time management (keep to schedule)
 - Develop and honor ground rules
 - Allow each person to speak without interruption
 - Ask pointed, relevant questions
 - Ensure that all information necessary to reach a decision is obtained



Impartiality

- **impartial**, [im-'pär-sheɪ], not partial or biased, treating or affecting all equally
 - The panel members must decide the issue on the basis of the information presented and not on the basis of irrelevant information.
 - Being subject to pressure or influence could impair impartiality.
 - Members of the panel must refrain from forming an opinion before the deliberation.
 - Panel members who exhibit bias are subject to removal from the process.
 - Panel members should not talk to any non-panel members about information.




Deliberation Process

- Consider facts and relevant information
- Review effectiveness of communication between the Supervisor and Employee regarding:
 - Objectives
 - Revisions to objectives and/or priorities
 - Quality of performance during evaluation period
- Review quality and quantity of work in relation to rating definitions



Techniques For Reviewing Information

- How to conduct the decision-making process
 - Determine what the facts are relevant
 - Strive to be fair, objective and impartial
 - Eliminate or disregard bias, pre-conceived notions, past experience with people involved
 - Do not give opinions during the course of the hearing
 - Ensure that all panel members have an opportunity to present the way they have interpreted the facts.



Decision-Making Process

- Do not take a vote immediately
- Understand the definitions of the ratings
- Give consideration to each point of view
- Ignore labor/management affiliations
- Focus only on CURRENT objectives and CURRENT evaluation cycle
- Use standards/definitions to guide your discussions and make a final decision.
- You can change your mind after discussion
- Everyone should participate
- No one's point of view should dominate



Deliberate

- Ground rules should be discussed and agreed upon
- Confidentiality is necessary and essential
- Discussions will be facilitated by a non-participating, non-voting person (HR staff's role)
- A majority voting method will be utilized
- Decision must be rational and based upon facts.



Have Training Objectives Been Met?

- Understanding the U-6 Peer Review Process
- Understanding methods of conducting a review of supervisor annual rating decisions
- Understanding the definition of and need for impartiality and confidentiality
- Understanding of the use of information in reaching panel decisions
- Understanding standards (rating definitions)



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