



AGREEMENT

BETWEEN

VEOLIA WATER NORTH AMERICA

AND

IUE-CWA, AFL-CIO, LOCAL 201

LYNN, MA

For the Period November 1, 2022 through April 30, 2025

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ARTICLE 1. PREAMBLE

This Agreement is entered into by Veolia Water North America - Northeast, LLC hereinafter referred to as the "Company," and IUE-CWA, Local 201 hereinafter referred to as the "Union."

If an amendment, modification or addition to this Agreement, during its term, should be mutually agreed upon by the parties, it shall become effective only when reduced to writing and signed by authorized representatives of the Company and the Union.

ARTICLE 2. RECOGNITION

The Company recognizes the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, Communications Workers of America AFL-CIO, Local 201, (IUE-CWA), as the exclusive representative of employees as stipulated to by the parties and reviewed by the National Labor Relations Board in Case No. 1-RC-20004.

The Company recognizes the Union as the bargaining representative for the purpose of representing employees in the operations and maintenance employee units with respect to the compensation, hours, benefits and the other terms and conditions of employment.

It is understood that for the purposes of this contract, the bargaining unit shall consist of the following job classifications:

- | | |
|----------------------------|------------------------|
| O&M Tech (I, II, III) | Operator (I, II, III) |
| Lead Operator | Maintenance Tech |
| Lab Technician | Laborer/Utility Worker |
| Instrumentation Technician | Electrician |
| Maintenance Lead | |

ARTICLE 3. DEFINITIONS

For the purpose of this agreement:

- A. "Employee" and "employees" shall mean all employees covered by this Agreement, as set forth in Article 38, "Wages."
- B. "Regular employee" means an employee who has completed the probationary period under Article 15 of this Agreement.
- C. "Temporary position" means a position created for a definite period of time but not to exceed five (5) months, with the exception of persons hired to fill positions vacant due to a leave of absence under the provisions of this Agreement. The Union shall be given notice at the time of hiring of persons hired to temporary positions, and such persons shall not be subject to any of the provisions of this Agreement.
- D. "Seasonal position" means a position which, although temporary in nature, regularly occurs from season to season or from year to year. Such workers shall not be covered by the provisions of this Agreement.

Seasonal worker shall be deemed to be a worker hired for a duration of five (5) months during the period of May through September of each year at a wage commensurate with the market for similar work such as general grounds maintenance. The duties to be performed by a Seasonal Worker will be limited to: grounds keeping, weeding, fertilizing, spraying, litter and general clean up, lawn-cutting and grounds maintenance. The

Seasonal Worker shall be assigned to Day Shift, Monday through Friday, and shall not be scheduled for overtime. The Company will provide the Union with the names of persons hired as Seasonal workers.

ARTICLE 4. MANAGEMENT RIGHTS

- A. The Company retains the exclusive right to manage the business; to direct, control and schedule its operations and work force and to in all respects carry out the ordinary and customary functions of management, whether or not specifically mentioned herein and whether or not heretofore exercised. Except as specifically altered or modified by the express terms of this Agreement, such rights shall include, but not be limited to, the sole and exclusive rights to: select and determine the number of its employees, including the number assigned to any particular work in accordance with management's needs; determine the scope of work of the operation; determine and schedule hours of operation; determine and schedule when overtime shall be worked; determine the methods, procedures, materials, equipment and operations to be utilized or to discontinue their performance by employees of the Company; determine the work duties of employees; promulgate, post and enforce rules and regulations governing the conduct of employees during working hours; require duties other than those normally assigned to be performed; select supervisory employees; train and cross-train employees; create, reorganize, combine or discontinue any department; establish, modify, combine or abolish job classifications; and determine reasonable work pace, work performance levels and standards of performance and productivity of the employees. The company has the right to implement and perform Performance Appraisals for all employees.
- B. Failure to exercise any of the functions and responsibilities outlined herein, whether or not expressly stated, shall not constitute a waiver thereof.
- C. In the exercise of these management rights and of its other contract rights, the Company is committed to the principles of open communication and consultation with the Union. The Company will use its best efforts to communicate with the Union prior to the exercise of its rights.
- D. There shall be no restriction on the Employer's authority to install dash cameras and GPS in its equipment or on its property. The Union understands that the Employer may utilize data from the electronic data collection devices as one piece of evidence and in conjunction with other evidence in disciplinary decisions, grievance defense and arbitration.

ARTICLE 5. AGENCY SHOP

- A. Thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after employment, in the case of new employees, all employees in the bargaining unit must become and remain members of the Union, as a condition of continued employment, to the extent required by law. Payment of an initiation fee, if any, and periodic dues uniformly required of all Union members shall be the extent of membership requirements as a condition of continued employment, except as is otherwise required by law. The Company agrees to deduct Union dues upon proper authorization and remit said dues to the Union.
- B. The Company shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will defend, indemnify, and save harmless the Company from any and all claims, demands, suits, or other liability arising out of its actions in compliance with this Article

ARTICLE 6. NO STRIKE - NO LOCKOUT

- A. The parties have provided for a grievance and arbitration procedure to resolve any allegations that any Company action violates any provision of this Agreement. Both the Company and the Union agree that they will attempt in good faith to comply with the terms of this Agreement. Neither of the parties will take any action, which is destructive to the foundation of their bargaining relationship.
- B. The Company shall not lock out employees for the duration of this Agreement.
- C. For the duration of this Agreement, the Union, its officers, representatives and members shall not for any reason (including alleged violations of this Agreement or alleged unfair labor practices), authorize, instigate, cause, aid, encourage, ratify, or condone, or in any other fashion take part in any strike, slow-down or stoppage of work, boycott, sympathy strike or other concerted interruption of or interference with the operations of the Company.
- D. The Union, its officers, representatives, members and employees covered by this Agreement will not honor any picket line directed by any other organization. In the event that a picket line is established at any of the Company's facilities, the Company will take all-reasonable actions to allow safe access to the facility for the employees.
- E. In any arbitration arising out of a grievance arising out of discipline for a violation of this Article, the only issue to be decided by the arbitrator shall be whether the employee engaged in conduct prohibited by this Article. If the arbitrator so finds, the arbitrator must deny the grievance.
- F. The Union will undertake every reasonable effort to induce employees violating this Article to return to their jobs and comply with this Article during any interruption of work. The Union shall not be liable for damages for violations by the employees if the Union does not authorize, approve or sanction the activity constituting the violation; and if, upon being notified by the Company of such action, the Union promptly uses its best efforts to terminate the activity.

ARTICLE 7. NON-DISCRIMINATION

No employees shall be discriminated against by the Company, the Union, or by an employee because of labor organization membership or non-membership, and nothing contained in this Agreement shall contravene the laws and executive orders of the United States or the Commonwealth of Massachusetts.

The Company will provide equal employment opportunity for all people without regard to age; sex; race; color; creed; religion; ancestry; marital status; sexual orientation to the extent required by Massachusetts law, qualified individuals with disability; Vietnam Era Veterans or any other legally protected class. The Company further agrees that it will not discriminate against any person on the basis of any of the listed categories.

No provision of this Agreement shall be interpreted or applied in a manner inconsistent with the obligation of the parties under the Americans with Disabilities Act (ADA).

ARTICLE 8. GRIEVANCES AND ARBITRATION

Employees should attempt to resolve disputes and misunderstandings by informally referring those disputes to their immediate supervisor prior to pursuing grievance steps. The steward will be advised of the resolution of the matter if not present. In the event such informal resolution is not successful, grievances shall be dealt with in the following manner.

Grievances, within the meaning of this Article shall be only disputes about the interpretation, application or alleged violation of a provision of this Agreement. A grievance involving wages must be raised within fourteen (14) calendar days following the date when the employee became aware, or reasonably should have become aware, of the event-giving rise to the grievance. Any other grievance must be raised within ten (10) calendar days following the date when the employee became aware, or reasonably should have become aware, of the event-giving rise to the grievance. Failure to raise a grievance in a timely fashion shall result in the grievance being considered as withdrawn without precedential effect.

A. Step One

The grieving employee and his/her union representative shall present the grievance in writing setting forth the claimed violation of the agreement to the Project Manager. The manager shall respond within seven (7) working days. If the employee or union is dissatisfied with the manager's response, then within fourteen (14) calendar days following the Project Manager responded, or should have responded, the grievance shall be submitted in writing to Step Two.

B. Step Two

The Plant Manager, the appropriate business agent and the Chief Steward (or his designee) shall meet, discuss and endeavor to settle the matter within fourteen (14) calendar days from the date of receipt of the Union's written submission to Step Two. Provided however, that the Plant Manager and Chief Steward may agree to postpone the Step Two meeting in order to explore possible resolutions to the grievance. Within fourteen (14) calendar days of such meeting, the Plant Manager will give a written response to the grievance. The parties may mutually agree to delay the final response to a Step Two grievance. If the Union disagrees with the Company's response at Step Two, or the Company fails to respond within the time limits in this section, the Union shall submit the grievance in writing to Step Three within fourteen (14) calendar days of the Step Two response or when the response was due. Failure to elevate the grievance in a timely fashion shall result in the grievance being considered as withdrawn without precedential effect.

In the event the Company initiates a grievance, it shall be initiated at the Step Two level of the procedure. The Union may initiate grievances affecting fundamental contract rights (and not involving individual claims) at Step Two, subject to the time limits of this Article.

C. Step Three

Mediation: If a satisfactory agreement is not reached in Step Two, the Union shall, within ten (10) calendar days of the receipt of the written decision, provide a written notification to the Company that the grieving party wishes to appeal the decision.

At a time mutually agreeable, but not to exceed twenty (20) calendar days from the date of notice of appeal, the parties will meet to agree on a written stipulation as to the specific issue(s) in dispute. The parties will agree whether to mediate the appeal or proceed directly to arbitration.

If both parties agree that the issue(s) are appropriate for mediated dispute resolution, the parties will draw up a joint letter to the Federal Mediation and Conciliation Service (FMCS) stipulating the issue(s) to be resolved and available meeting times. Upon notification by the FMCS of acceptance of the mediation request the following terms will apply:

- (i) All time limits in this Contract are waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.

Proceedings before the mediator are informal and rules of evidence do not apply. All proceedings are confidential and no recordings will be permitted.

The mediator has no authority to compel a resolution of the grievance. All mediations will comply with FMCS rules. The cost of mediation will be shared equally by both parties.

- (ii) If an agreement is achieved, both parties will agree in writing to comply with the terms of the agreement reached. Such Dispute Resolution Agreement is binding. Failure of either party to comply with the terms of Dispute Resolution Agreement will be resolved by arbitration.

If the parties cannot reach an agreement during the mediation step or both parties determine that the issue(s) are inappropriate for mediation, the grieving party shall proceed to Step Five.

D. Step Four

Arbitration: If no settlement is reached in Step Three, the grieving party may request arbitration by filing a request within twenty-one (21) calendar days following the completion of Step Three. The following procedure will apply:

- (i) Within seven (7) calendar days of the filing of the request for arbitration, the Union or the Company shall request the Federal Mediation and Conciliation Service (or if the parties mutually agree, the American Arbitration Association) to furnish a list of seven (7) arbitrators who shall be members of the National Academy of Arbitrators, and who reside in the Commonwealth of Massachusetts or any contiguous state.
- (ii) The Union and the Company shall select an arbitrator from the list so provided. Each party shall have the right to reject one panel of arbitrators. The selection shall be accomplished by each party alternately striking one name from the list. The last remaining name will be the designated neutral arbitrator. The parties shall determine by chance who shall strike the first name.
- (iii) A hearing shall be scheduled as promptly as is possible at a time and place mutually agreeable to the parties and the arbitrator shall render his decision within thirty (30) calendar days of the hearing.
- (iv) The decision of the arbitrator shall be final and binding upon the parties and shall be implemented expeditiously. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.
- (v) The fee and expenses of the arbitrator shall be shared equally by the Company and the Union.
- (vi) The time limits set forth in this article may be extended or shortened by mutual agreement of the parties.
- (vii) Agreements of the parties or their representatives at Step Two of this procedure shall be binding on the parties.

- (viii) Any issue of timeliness in a matter referred to arbitration shall be determined by the arbitrator without a hearing on the basis of a joint submission of stipulated facts. A hearing will be scheduled only if the grievance is ruled to have been timely filed.

ARTICLE 9. UNION ACCESS

A duly authorized non-employee representative of the Union shall be permitted to enter a work area where its members are employed during the hours of 8:00 a.m. to 5:00 p.m., or at other times if required by special circumstances, for the purpose of ascertaining whether the terms of this contract are being complied with, to observe employment conditions under which its members are employed and to assist in adjusting grievances. The Union representative shall notify the Plant Manager, or other designated Company representative, and secure his/her permission prior to his/her planned visit. The Plant Manager shall not unreasonably withhold permission to visit.

ARTICLE 10. UNION BULLETIN BOARD

Appropriate bulletin board areas will be set aside for Union-oriented materials. One board shall be located in the maintenance building, one in the solids building and one shall be located in the employee cafeteria. The Union is responsible for providing a reasonably secure and attractive bulletin board. Notices or materials posted which have been approved by the Union Steward, will be reviewed by the Plant Manager or his/her designee. The Plant manager or his/her designee, in his/her discretion, and for good cause, may decide to refuse to post materials that violate accepted standards of good taste. Such refusal must be reported to the Union.

ARTICLE 11. STEWARDS

The Union may designate up to three (3) stewards, one (1) of which shall be Chief Steward. Representation at Step II meetings will be limited to two (2) stewards, along with Union Business Representative(s). Upon request, the stewards may be released from duty by their Manager for purposes related to the performance of their duties in connection with the grievance procedure. The Company will use its best efforts to accommodate requests from the stewards, recognizing that any such release must be scheduled to prevent any disruption of operations. Employees shall have the right to consult with their steward, provided that such consultation shall not interrupt operations. The company will pay stewards the applicable pay rate for time spent during scheduled work hours related to grievance handling, Step II or contract negotiations.

ARTICLE 12. SAFETY, UNIFORMS, AND EQUIPMENT

- A. The Employer shall institute and maintain all necessary precautions to provide every employee a safe and healthful workplace in which exposure to hazards is minimized.
- B. Company will arrange first aid training, including CPR every two years to all bargaining unit members on a voluntary basis. Adequate first aid supplies and equipment will be maintained in locations reasonably accessible to employees during the normal course of their work.
- C. The Union will receive a Chemical Safety Data Sheets on request.
- D. The Union will receive notice of new chemicals to be introduced two (2) weeks prior to use, if at all possible.
- E. The Company shall provide uniforms (including ANSI approved safety glasses, including prescription glasses if needed, and safety helmets) and/or overalls, and shall provide maintenance of same. Employees shall be properly dressed in uniforms and safety shoes at all times. All uniforms remain property of the Company. Uniforms are to be worn only

during the employee's work. If uniforms are damaged due to neglect or abuse, the employee may be required to reimburse the Company for the cost of replacement.

- F. Company property to be returned upon termination/resignation. Appropriate deductions may be made from an employee's final paycheck for unreturned Company property.
- G. The Company shall furnish foul weather gear on an as needed basis. The Company shall also furnish one winter coat and one insulated coverall to each employee as needed, and will not be unreasonably denied.
- H. During the term of this Agreement, the Company will provide one (1) pair of, ANSI approved safety shoes each year at no cost to the employee, from a selection of shoes chosen by the Company. Worn-out shoes that no longer meet ANSI Standard will be replaced, as approved by the Plant Manager. Rubber boots will be supplied by the Company.
- I. Employees shall not be required to operate unsafe vehicles or unsafe equipment or work in an unsafe environment. If serious concerns should arise regarding the intent of this language, such concern shall be reviewed by an emergency meeting of the Safety Committee (within 24 hours) prior to filing any grievance related to safety. It should be understood that no one shall be required to work in a situation he or she feels is unsafe until such review has taken place. Such a request, by the employee, shall be reasonable and appropriate.
- J. The Company and Union will establish a Safety Committee to review conditions, training needs and to recommend priorities for safety. The Safety Committee shall include one bargaining unit employee from each of the two departments (operations and maintenance); the Union Safety Representative; the local Union Health and Safety Director and two representatives designated by the Plant Manager.
- K. The Company will permit access to the plant facilities and lift stations to a properly Certified Industrial Hygienist selected by the Union. Arrangements for any such visit shall be coordinated with the Company's Corporate Health and Safety Manager. All findings from such visits shall promptly be discussed with the Company and all written reports shall be provided to the Company prior to being disclosed to any other person or agency.
- L. The Company agrees to give immediate attention to any complaints about odor or rodent problems, consistent with operational requirements and workplace safety.
- M. The Company shall provide a \$100 tool allowance reimbursement with receipt of purchase every year (in January, for the previous 12 months) of the contract to employees who are required to furnish their own tools for the job, as a provision for wear and tear, lost or stolen tools.

ARTICLE 14. BARGAINING UNIT WORK

Bargaining unit work shall be performed by bargaining unit employees. The Company agrees to use its best efforts to cross-train employees to insure that more than one bargaining unit employee is qualified to perform all jobs. It is expressly understood that the regular job duties of supervisors and managers at the Plant include the performance of bargaining unit functions, and nothing herein is intended to alter the performance of such work by persons holding such positions. The Company will not increase the amount of such work to be performed by these supervisory personnel. It is recognized that as new equipment or modifications are made, a relative increase in both the bargaining unit functions and management functions will occur.

Only bargaining unit personnel will be routinely designated for "on call" assignments. Scheduled overtime will not be assigned to management or supervisory personnel except in emergencies or unusual operating circumstances. (Note: see related Article 20H)

The following procedure will be followed for Bargaining Unit Work: Bargaining unit members currently at work will be offered right of first refusal by seniority to perform bargaining unit work as an extension of their normally scheduled shift. Operators shall be offered the extension of work before the shift leaders. If the bargaining unit member(s) refuses the extended hours, a currently scheduled supervisor or manager may perform those duties.

ARTICLE 15. PROBATIONARY PERIOD

All new employees covered by this Agreement must satisfactorily complete a one-hundred eighty (180) day probationary period. Management will consult with Union on any employee who management feels needs an extended probationary period. Any extension over thirty days shall be by mutual agreement and shall not be unreasonably denied.

During the probationary period an employee may be discharged without cause, and such discharge will not be subject to the grievance or arbitration procedure under this Agreement. At the request of the Union, prior to determination of discharge, the Company will discuss the discharge of a probationary employee with the employee and Union representatives.

ARTICLE 16. SENIORITY

- A. Definitions:
Bargaining unit seniority shall be defined as the employee's length of continuous service with the Company at the Lynn Waste Water Treatment Plant and its predecessors, commencing with the date on which the employee began to work after last being hired by the Company or its predecessors and possible successors.
- B. Seniority shall not be effective until successful completion of the one-hundred eighty (180) day probationary period (or any extensions thereof) provided by Article 15 of this Agreement. Upon completion of the Probationary period, the employee's seniority shall commence on his/her most recent date of hire.
- C. Seniority shall be broken by:
- (i) resignation with or without notice;
 - (ii) retirement;
 - (iii) discharge;
 - (iv) failure to report to work without prior notification to the Company for a period of three or more days, unless prevented from doing so for reasonable cause;
 - (v) failure to return to work at the conclusion of a contractual leave of absence in accordance with the applicable Article.
- D. Seniority shall accrue and not be lost during an employee's vacation.
- E. An employee shall accrue seniority while he/she is on authorized leave of absence, except as otherwise provided in this Agreement.
- F. Any employee eligible to return from a contractual leave of absence or from an absence caused by sickness, accident, or injury on the job shall be returned to work in accordance with the applicable Article, provided that the employee has not, during an absence caused by sickness, accident or injury on the job, or other contractual leave of absence taken other employment inconsistent with the asserted basis for such leave of absence.

- G. In the event an employee is offered another job by the Company outside the bargaining unit and the employee accepts such job and leaves the bargaining unit, such employee shall lose all his seniority rights under this Agreement. Employees who choose to leave the bargaining unit will have no seniority rights to return. The Company, if they choose, may re-hire such employees as new hires with no prior seniority rights or credits. A non-bargaining unit employee who is removed from his/her position for cause may not exercise any rights under this paragraph.
- H. It shall be the responsibility of the employee to keep the Company informed of his current address and phone number and to notify the Company within fourteen (14) calendar days in writing, of any change of address or phone number. The Company will notify the union of any updates to employee information.
- I. Whenever permanent changes in departmental shift schedules are implemented, employees shall be allowed to select their initial slot in order of bargaining unit seniority. This includes the initial choice of days off. For purposes of rotating shifts, if utilized, seniority includes weekend selections. The Company shall poll the employees on the remaining shifts, in order of seniority, to fill openings. This shall be done and completed before any new hires come into the group. A move under this section shall be limited to a single move for filling the initial position only. No employee shall be allowed to hold up the selection process. The employee must make his/her selection within 48 hours of posting. Should an employee take more than the allotted time, a schedule will be selected for him/her in order to allow the selection process to continue. The hours may be extended by mutual agreement between the Union and the Company.

Such bids shall be effective for twelve months. Thereafter, employees will be allowed to re-bid on an annual basis, beginning on the first day of the calendar quarter preceding the effective date of the schedule change. The bid procedure for such annual re-bids shall be completed at least thirty days prior to the effective date of the change to allow an orderly transition to the newly bid shift assignments.

Should the operation of this paragraph result in alignments of personnel, which creates operational problems, the parties will meet to discuss possible solutions to the situation.

- J. The application of employees that moved from the non-exempt supervisor position to Lead Operator job classification, seniority date shall be as listed in Appendix A; however, these employees shall maintain their original hire dates as their service dates for application of benefits.

ARTICLE 17. JOB OPPORTUNITY AND TRANSFER

- A. The following procedure shall be utilized to afford all employees, on an equal basis, knowledge of and an opportunity to obtain new jobs or vacant jobs:
 - (i) Posting requirement. When there is a job vacancy, a job opportunity notice shall be posted with provision for applicants to sign. The job opportunity notice shall be posted for a period of five (5) days exclusive of Saturdays, Sundays, and contract holidays. If an error is contained in a posted job opportunity notice, the error shall be corrected, the notice re-dated, and then re-posted for the required period.
 - (ii) Contents of Notice. The job opportunity notice shall specify the classification, the shift, the necessary qualifications, the number of employees needed, the rate of

pay, the date and time of posting, and the date on which the opening is to be filled.

- (iii) Signing Job Opportunity Notices. All employees, who wish to be considered in filling of jobs, shall so indicate their desire by signing the application form, which will be available in the Plant Office.
- (iv) Selection of Employee. In the selection process, the Company will take into consideration as an important factor the relative length of seniority of the employees who are qualified. Qualifications or qualified shall be defined to include but are not limited to an employee's ability to safely, efficiently, and productively perform the work to Company standards with reasonable training. It shall also include attendance record, disciplinary record, training, and certification level(s).
- (v) When No Applicants for Posted Jobs. If there are no eligible applicants for the posted job, the Company may fill the position(s) by hiring new employees.
- (vi) When Successful Applicant Shall Start Work. The successful applicant shall be placed on the job as soon as possible.
- (vii) Training The employee awarded the job shall be given up to a twenty (20) working day period to demonstrate the ability to meet the standards for the job. During the twenty (20) day period, which may be extended by mutual agreement of the Company and the Union, the employee may choose to return to his/her former position. During a successful bidder's training period and/or extension thereof, the Company need not post the vacated job and may temporarily fill the vacant position without regard to the posting provisions or to the temporary transfer provisions of Paragraph B of this Article.

Return to Former Basic Assignment. If Management returns an employee to his former Basic Assignment because he/she cannot demonstrate the ability to meet the requirements of the job, such return shall be made within training period (or any extension thereof) provided in Paragraph (vii). During this period (or any extension thereof), the employee may elect to return to his/her previous job classification. In either case, written confirmation of the return shall be signed by the employee, and a copy provided to the Union. If the successful bidder returns to his/her previous basic assignment as provided in this Paragraph, the job opportunity shall be filled from the persons who signed the original posting.

- (ix) Limitation on Job Bids. An employee awarded a bid may not be permitted to bid to another new job opportunity for a period of nine (9) months after completing the Training period provided in Paragraph (7). Exceptions may be made for jobs with licensing requirements.

B. Temporary Assignment

- (i) Twenty workdays or less. When management determines that it is necessary to transfer an employee for any reason, he/she may be assigned temporarily from his/her job classification to other job classifications for periods of twenty work days or less, including for training purposes.
- (ii) Greater than twenty days. Temporary vacancies greater than twenty days shall be filled by using the job bidding procedures of Article 17. This does not apply

when the Company is covering for unusual absenteeism or vacations, in which case Section B (i) shall be used.

- (iii) Temporary Shift Reassignments. In the case where employees are needed on another shift, management will fill those positions by asking qualified employees to volunteer, in order of seniority. At the time of transfer under this Paragraph, the duration of the assignment will be specified. If the period is extended beyond the specified period, the employee volunteering to accept the assignment shall have the option to return to his/her regular shift. If there are no volunteers for the other shift, the Company may require the least senior qualified employee to fill the vacancy.
 - (iv) Temporary Assignment to Higher Classification. An employee temporarily assigned to a higher classification will receive the normal wage rate for the higher classification beginning on the first day. An employee temporarily assigned to a lower classification will receive his/her regular rate of pay for time worked in the lower classification.
- C. Transfers of personnel under Section B. will be made only for bona fide operational and business requirements. The employee may request an opportunity to review the action with the Plant Manager. An objection to the transfer or request to review the action shall not permit the employee to refuse the assignment. The review meeting shall be held within two working days and shall not preclude the employee's options under the grievance procedure.

ARTICLE 18. LAYOFF AND RECALL

- A. The Company and Union agree that any reduction in force will be achieved through attrition, a permanent voluntary layoff, or layoff due to a major scope change as described in Article 13. Both the Company and the Union may approve a voluntary layoff, if there is mutual agreement, on a temporary or permanent basis.

With respect to a permanent voluntary layoff any affected employee will receive severance pay of twelve (12) weeks and maintain participation in the Company benefit programs during the severance period.

With respect to a temporary voluntary layoff of up to one (1) year, such employee shall fall under Article 21.F. (i) and F. (iii) provisions.

In the event of major scope change and a reduction of employee(s) become(s) necessary as a result, it shall be accomplished by using the following procedure:

- (1) Employee(s), in classifications to be impacted by such reduction, shall be polled by seniority (high seniority first) for a voluntary opportunity to retire and/or take a permanent layoff, voiding out all recall rights. Any employee choosing such option shall receive fifteen (15) weeks of severance and three (3) months of company paid COBRA medical, vision, and dental insurance.
- (2) If any further reductions are necessary after following the procedure in A. (1) above, layoffs will be issued in seniority order (low seniority first) within the classifications being reduced. Employees in a forced layoff situation may voluntarily submit to layoff under provisions in A. (1), thereby voiding any and all recall rights. Displacement rights of individual(s) impacted are outlined in Article 18 Sections B (i), (ii), and (iii); while their insurance, seniority, reinstatement and recall rights are outlined in Article 21 Section F.

- B. Displacement rights remain as follows:
- (i) Displace the least senior employee in a lower job classification in their Department, for which they are qualified.
 - (ii) Displace the least senior employee in a job classification in another Department in which they have worked previously.
 - (iii) Displace the least senior employee in the Laborer job classification, in pay rate order.

ARTICLE 19. DISCHARGE AND DISCIPLINE

- A. The Company shall have the right to maintain the discipline and efficiency of its operations. It shall have the right to discharge, suspend or discipline any employee for just cause. When appropriate, the Company may utilize a progressive disciplinary format in addressing employee misconduct or performance problems.
- B. Cause for immediate discharge shall include, but not be limited to, willful misconduct or gross neglect resulting in the failure to record accurate or complete information in operating or maintenance records of any type, which causes significant maintenance or operational problems or results in a violation of any of the permits covering operation of the plant, or results in a flagrant violation of established Company safety procedures.
- C. The Company shall give the employee written notice of the discipline, discharge or suspension. The Company shall give a copy of the notice of discipline, discharge or suspension to the Union prior to, or concurrent with, the disciplinary action.
- D. In any arbitration resulting from discipline imposed for an infraction set forth in Paragraph B above, if the evidence establishes that an employee committed the infraction, the arbitrator must deny the grievance.

ARTICLE 20. HOURS OF WORK, OVERTIME, SHIFTS

- A. For purposes of determining overtime the workweek begins at 12:01 a.m. on Saturday and ends at midnight, Friday -seven calendar days later.
- B. It is expressly recognized by the parties to this Agreement that the Employer reserves the right to determine and to change the operation's normal schedule and the normal work day and work week for employees covered by this Agreement at any time and in its sole discretion. Prior to instituting any schedule change, the Company will meet with the Union to discuss the changes and to allow the Union the opportunity to make suggestions and comments. A minimum of seven-calendar days' notice shall be given prior to the effective date of the schedule change.
- C. One and one-half (1 1/2) times the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in any workweek. Any hours compensated under this Agreement, except sick time (STD is considered sick time) shall be considered as hours worked for purposes of computing the forty hours. In no case shall overtime be paid twice for the same hours worked.
- D. The Employer agrees that each regular full-time employee will be given the opportunity to work at least forty (40) hours each work week, except those weeks in which any of the holidays provided for herein occur.

- E. The normal work schedule for maintenance employees shall include Monday through Friday each workweek. Upon two (2) working days' notice, such employees may be assigned to a different schedule, on a voluntary basis for a mutually agreed upon period of time, if plant conditions so warrant.
- F. The Company will pay employee wages on a bi-weekly basis. The company provides direct deposit services.
- G. Overtime will be offered to qualified employees in a fair and equitable manner by department and classification. An overtime list shall be posted in each department and shall be followed based on the next qualified person in order. Refusal of overtime shall place that person's name at the bottom of the list as if the person had worked.
- H. For scheduled overtime, employees will be given at least forty-eight hours' notice. Every effort will be made to offer four hours' notice to those being asked to work incidental, daily overtime. If unscheduled overtime is required, it will first be offered to qualified on-duty personnel. The opportunity will then be offered to qualified off-duty personnel. Then it may be filled with shift supervision or line supervision personnel. If no one accepts the overtime under the above procedure, the junior qualified person on duty will be required to work the overtime. (Note: see related Article 14).

Coverage required due to the absence of a Lead Operator shall be filled as follows: (Minimum criteria are a Massachusetts Grade 6 Wastewater Operators license).

For Scheduled Overtime – 24 hours or more notice:

First, the vacated shift will be filled with a qualified employee scheduled to be on that shift. The qualified, licensed employee shall be paid the Lead Operator's current hourly rate.

In the absence of a qualified, licensed employee, the opportunity to work overtime will be offered to other Lead Operators by seniority on a rotating basis. If all refuse, the opportunity will be offered to qualified O&M Techs by seniority on a rotating basis. Employees covering a shift shall be paid the Lead Operator's current hourly rate. If all refuse, the opportunity will be offered to qualified Operators and Maintenance Techs, with proper licensing, by seniority on a rotating basis. The employees covering the shift shall be paid the Lead Operator's current hourly rate.

Management will cover licensing requirements for vacated Lead Operator during the day shift.

For Unscheduled Overtime – less than 24 hours' notice:

First, the vacated shift will be filled with a qualified employee who is currently on that shift. The qualified, licensed employee shall be paid the Lead Operator's current hourly rate. In the absence of a qualified, licensed employee, the opportunity to work overtime will be offered to the Lead Operator currently on duty. The opportunity will then be offered to a qualified O&M Techs currently on duty by seniority on a rotating basis. The employee covering the shift shall be paid the Lead Operator's current hourly rate. Then, the opportunity shall be offered to qualified Operators and Maintenance Techs currently on duty, with proper licensing, by seniority on a rotating basis. The employee covering the shift shall be paid the Lead Operator's current hourly rate. If no one currently on duty accepts the overtime, the opportunity will then be offered to qualified off-duty personnel, first by classification (as above) then by seniority on a rotating basis. The employee covering the shift shall be paid the Lead Operator's current hourly rate.

Management will cover licensing requirements for vacated Lead Operators during the day shift.

If no one accepts overtime under the above procedures, the junior qualified person on duty will be required to work the overtime. This shall be accomplished on a rotating basis starting from the junior qualified person and working up the rotation to the most senior qualified person.

- I. Staffing for off shifts will be determined by operational needs and be dependent on required operations, i.e., incinerator, centrifuge, and wet end rounds. One qualified operational employee is required for each operational function. In the event of a shutdown in one of the operation functions, the operator position will not be filled. A shift lead may fill in for wet end rounds. Minimum operations staffing is three (1 shift lead, 2 operation personnel).

In the event of a long term absence in Operations of at least 5 consecutive days, the Company will replace the absentee if at least ten (10) administrative work days' notice is provided. *(This section eliminates Mediation Agreement – "Settlement for Grievance #55, 4/28/06.)*

ARTICLE 21. LEAVES OF ABSENCE

- A. Non-medical leaves of absence may be granted by the Company to employees with six (6) months or more of service for such purposes and for such periods as may be determined by the Project Manager. Approval of which shall not be unreasonably withheld.
- B. An employee shall be entitled to a leave of absence because of personal or occupational illness, injury or pregnancy, miscarriage, childbirth, and/or recovery there from, and as otherwise may be required by the Family and Medical Leave Act (FMLA), or MA PFML without loss of seniority rights, upon presentation of satisfactory medical evidence of the conditions. Employees are required to request leave through the Company's third party leave administrator and provide all necessary documents to the administrator. An employee on medical leave shall advise the Company of the probable duration of such illness, injury or medical condition and shall otherwise comply with the requirements of the Company's FMLA policy. The employee shall give the Company one (1) weeks' notice in advance of his/her intention to return.

In the event there is a dispute as to the employee's medical condition that purportedly requires a medical leave, worker's compensation, excessive absence from work or as to the employee's fitness to return to work, the Company shall have the right to require the employee to submit to an examination, at Company expense, by a physician selected by the Company. The employee shall cooperate in every respect in any such examination.

If there is a dispute between the employee's doctor(s) and the physician selected by the company, the employee shall have the right to a third opinion at company expense from a doctor mutually agreeable to the parties.

All provisions of this Agreement will be interpreted and applied in compliance with the provisions of FMLA.

- C. All leaves under this Article shall be requested and approved, in advance and in writing, on forms to be provided by the Company. Where because of the circumstances an employee was unable to make application to the Company in advance of the leave,

such application and permission shall be obtained as soon as possible considering the circumstances.

- D. It is agreed that the Employer will notify the Union in writing of any requested leave of absence. Upon approval of any leave, both the employee and the Union will also be notified.
- E. Any member of the Union who is required to attend a Union convention or attend any other function on behalf of the Union necessitating a leave of absence shall, upon application, be granted a leave of absence not to exceed two (2) weeks without loss of seniority rights by the Company. No more than one (1) employee shall be entitled to leave under this paragraph at one time.

Upon written request by the Union, an employee shall be granted a leave of absence for a period of up to one year for the purpose of serving as an officer or employee of the Union. Such leave shall not result in the employee losing any seniority rights. The Company agrees to make available continued insurance coverage as though the employee were a regular employee, provide that the Union pays the cost of such insurance.

- F. Insurance; Seniority; Reinstatement; Recall
 - (i) In the case of a leave because of an illness, injury, or accident suffered off the job, a temporary voluntary layoff or involuntary layoff (under Article 18A. provisions), or an approved non-medical leave of absence, an employee shall be entitled to his/her seniority accrual and reinstatement to his/her previous job for a period of twelve (12) months and group insurance benefit continuation for a period of six (6) months on the same basis as though he/she were a regular employee.
 - (ii) In the case of a leave because of an illness, injury, or accident suffered on the job, an employee shall be entitled to his/her seniority accrual and reinstatement to his/her previous job for a period of eighteen (18) months and group insurance benefit continuation for a period of twelve (12) months on the same basis as though he/she were a regular employee.

Employees on leave in Sections F. (i) and (ii) above, who have at least one (1) year of seniority shall have a preferential Recall right to any job opening for a period of five (5) years from the first day of his/her leave or their period of continuous service, whichever is shorter.

- (iii) In the case where there is a change in the number(s) of employees in a classification(s), during an employee's absence, such decisions shall apply to his/her job placement as would have applied had such employee been at work at the time the classification number(s) changed, under the reinstatement periods in F. (i) and (ii) above.

ARTICLE 22. VACATIONS

- A. Eligibility. Employees shall be eligible for the accrued vacation benefit provided herein based on his or her years of continuous service as of his/her anniversary date, in accordance with the following schedule:

- (i) An employee who has less than five (5) years of continuous service on his/her anniversary date accrues 3.08 hours of vacation on a biweekly basis.

- (ii) An employee who has five (5) years but less than ten (10) years of continuous service on his/her anniversary date accrues 4.62 hours of vacation on a biweekly basis.
 - (iii) An employee who has more than ten (10) years but less than fifteen (15) years of continuous service on his/her anniversary date accrues 6.16 hours of vacation on a biweekly basis.
 - (iv) An employee who has more than 15 years of continuous service on his/her anniversary date accrues 7.69 hours of vacation on a biweekly basis.
- B. Vacations/Leaves of Absence. Vacation accrues during any authorized leave of absence or period equal to the leave of absence up to a maximum of twenty-six (26) weeks.
 - C. Request Approval. Vacations shall be requested and approved on forms provided by the Company. In the event of conflict in dates requested, vacation periods shall be granted on the basis of seniority. Once approved, an employee's vacation is not affected by a request by a more senior employee for the same vacation period. The Company shall return a copy of the form to employee "for approval or disapproval" as soon as possible.
 - D. Four-hour increments/ 24-Hour Advance Approval. Vacations may be taken in four (4) hour increments with 24-hours advance approval.
 - E. Hourly Rate. The hourly rate of vacation pay shall be the straight-time basic hourly rate of the employee at the time the vacation starts.
 - F. Carryover. Vacation time may be accrued to a maximum of 2 times an employee's annual entitlement and carried over to future years. Vacation will not accrue beyond maximum entitlement.
 - G. Retirement/Death of Employee In the case of voluntary or involuntary termination of employment, the retirement or death of the employee, any unused vacation shall be paid to the individual or to the estate, as appropriate.
 - H. The Company shall post the vacation schedule April 1 of every year in the lunch room. Employees may pick vacation slots in one (1) week increments based on seniority. If an employee does not pick a vacation slot by April 30, then the employee may have the vacation request denied during the summer season depending on staffing levels.

ARTICLE 23. HOLIDAYS

- A. The following shall be considered as paid holidays under this contract, and when no work is performed on these days, an employee shall be paid for eight (8) hours at the employee's regular straight time hourly rate of pay

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
MLK, Jr. Day	Christmas
Memorial Day	Three (3) Floating Holidays
Juneteenth	
Independence Day	
Labor Day	

Floating Holidays may be used in one (1) hour increments with 24-hour advance approval. Less than 24 hour advanced approval may be granted for emergencies or unusual circumstances out of the employees control, which may include but are not limited to, auto accidents, inclement weather, or family emergencies

Floating holidays must be taken prior to the end of the calendar year.

Floating Holidays. Full-time regular employees will be eligible for twenty four (24) Floating Holiday hours each calendar year. Floating Holiday hours must be scheduled in advance and will not carry over from year to year. New employees will be eligible for Floating Holiday hours following their probationary period, under the following schedule:

Hired Between	Hours Eligible
January 1 and March 31	24
April 1 and June 30	16
July 1 and September 30	8
October 1 and December 31	0

General Provisions:

- B. Employees who are eligible for holiday pay who are required to work on the above specified holidays shall receive one and one-half (1-1/2) times the regular straight time rate of pay in addition to holiday pay. Employees not eligible for holiday pay who are required to work on the above specified holidays shall receive one and one-half (1-1/2) times the regular straight time rate of pay, and be guaranteed a full day's work, if scheduled.
- C. In order to be eligible for holiday pay when no work is performed, an employee must work on his/her last regular scheduled workday immediately prior to a holiday and his/her first regular scheduled workday immediately following that holiday unless the employee shall have been unavailable for work because of:
 - (i) Unpaid time off authorized by the Plant Manager; or,
 - (ii) The absence is pursuant to the Jury Duty, Bereavement, Military Leave or Vacation Articles of this Agreement; or hospitalization.
- D. All employees, except temporary and seasonal, are eligible for pay for holidays not worked. If a holiday for which pay is due falls during an employee's scheduled vacation, then the employee shall receive an additional day's pay or an additional day off with pay. If a holiday for which pay is due falls on an employee's scheduled day off, then, subject to the approval of the Plant Manager, the employee may elect to receive an additional day's pay or an additional day off with pay.

ARTICLE 24. CALL BACK

In the event an employee is called back to work after the end of his/her regular shift, he or she shall be paid a minimum of four (4) hours pay at time and one-half the applicable rate.

ARTICLE 25. PAGER PREMIUM

The Company may elect to assign two employees, one in maintenance and one electrician (or instrument technician if properly licensed), to carry pagers/mobile communication device to be provided by the Company. Such employees will be paid \$200.00 for each week in which they carry the pager/mobile communication device.

ARTICLE 26. WASH UP TIME

- A. Employees with Paid Lunch. Each employee will be allowed a thirty minute paid break for purposes of meals and associated wash-up during their scheduled eight (8) hour shift. Such breaks shall be taken in a fashion, which shall minimize the disruption of operations. The Company will use its best efforts to release employees ten minutes prior to the scheduled end of their shift for wash-up.
- B. Unusual circumstances. Reasonable additional wash-up time will be permitted for unusual circumstances.

ARTICLE 27. SAFETY BONUS

The employees will be eligible for the Company sponsored Safety Incentive Plan of up to \$500 payable in January, contingent upon the employee's completion of all safety requirements including all assigned safety meetings and trainings.

ARTICLE 28. FUNERAL LEAVE

In the event of a death in the employee's immediate family, the employee may receive up to three (3) days paid leave. In the event of death of a spouse, child, or stepchild, the bereavement leave of absence with pay is up to five (5) consecutively scheduled workdays. It is understood that these three (3) day periods or five (5) day periods, as applicable, are to be continuous, not extending more than one day after the funeral. In the event that the funeral is more two-hundred (200) miles from Boston, one (1) additional day shall be allowed. No pay shall be granted for a day which the employee is not scheduled to work. For purpose of this paragraph, immediate family includes the employee's spouse, child(ren), parents, grandparents, grandchildren or siblings, stepchildren, stepparents and the parents or siblings of the spouse, foster parents, or legal guardians. Leave shall be paid at the employee's normal rate of pay, not including shift differential, if any.

If funeral leave is required during an employee's pre-scheduled vacation time, funeral leave may be utilized in place of vacation time with approved documentation.

ARTICLE 29. JURY DUTY

An employee shall be compensated the difference between jury pay and his/her regular hourly wage for all work hours actually lost under this Agreement in accordance with Massachusetts Law for a maximum of 10 workdays. If jury duty exceeds 10 days, approval for continued compensation must be approved by the Plant Manager. Further, provided that if a juror is dismissed before 12:00 noon of his/her normal workday, the employee is obligated to report to work no later than 1:00 p.m. If the employee fails to do so, they will not be paid for the afternoon portion of the workday.

It is the employee's responsibility to notify the company immediately upon receipt of a call for Jury Duty from State or County. The Company shall be notified of the employee's possible jury duty no less than seven (7) days prior to the anticipated absence. It is understood that if the employee is not to be called as a juror, he/she will report to work. In order to receive compensation, you must furnish evidence satisfactory to the Company that you reported for and performed jury duty on the days for which you claim such compensation. (Such evidence normally would be the pay voucher provided by the appropriate court.)

ARTICLE 30. MILITARY LEAVE

Employees shall be eligible for Military Leave in accordance with the Company policy on Military Leave, which may be modified by the Company from time to time. However, the benefits under

this Article will not be reduced below the level stated in the policy on the date of this agreement.

ARTICLE 31. EDUCATION & LICENSES

- A. The Company will pay fees associated with the issuance or renewal of any licenses (including examination fees, if the examination is passed) required for the job, which an employee holds. In addition, the Company will pay the tuition or other fees for classes necessary to satisfy continuing educational requirements associated with such licenses.
- B. Upon prior approval of the Plant Manager, the Company will pay fees associated with the issuance or renewal of any licenses required for the job classification, which the employee might qualify in the future. The Company's operational needs and the cost of the proposed course(s) will be considered, and approval will not be unreasonably withheld.
- C. The training and skill requirements are set forth in this agreement. Courses, including correspondence courses, which are given prior management approval for water and wastewater treatment industry standards will be accepted for purposes of fulfilling the requirements of this article. Courses related to an employee's job and which will improve his/her skills shall be covered under this article. Reimbursement for approved courses will be covered at 100% upon completion of a course with a passing grade and submission to the company.

This article does not limit the employee to access Educational funds included in the Company's standard policy at the time of this agreement as long as these requests are within the plant's budget restraints referred to in this article.

- D. Accredited courses and/or certificates previously obtained by employees which meet water and wastewater treatment industry standards will be approved for eligibility in the O&M classifications requirements; however, there will be no monetary reimbursement for those certificates. The time requirements for training and apprenticeship in the O&M classification will be met irrespective of the educational achievement levels an employee has previously obtained.
- E. Accredited courses to be completed in the "Operation & Maintenance Technician" classification during Operation Training will be in the following categories: (1) Industrial Waste treatment, (2) Water Biology, (3) Environmental Chemistry I, (4) Wastewater Treatment. Course(s) in which a "C" (70%) or better is achieved will be approved for classification requirements. Due to curriculum and or course cancellations, the project manager may approve substitutions for the above courses. Courses that meet wastewater treatment industry standards and the hourly requirement of an accredited course will be given consideration.
- F. Accredited courses and/or certificates to be completed in the "Operations & Maintenance" classification during Maintenance Training will be in the following categories: (1) Welding 40 hour certificate, (2) Pumps and Compressors, (3) Basic Electricity, (4) O&M of WW Collection Systems. Course(s) in which a "C"(70%) or better is achieved will be approved for classification requirements. Due to curriculum and or course cancellations, the project manager may approve substitutions for the above courses. Courses that meet wastewater treatment industry standards and the hourly requirement of an accredited course will be given consideration.

ARTICLE 32. REST BREAK

There shall be a thirty (30) minute paid break midway in the first half of each scheduled 8 hour shift. An additional fifteen (15) minute paid break shall be provided after each four (4) hours of continuous work thereafter. Breaks shall be scheduled so as to avoid any interruption of operations.

ARTICLE 33. SHIFT PREMIUM

- A. Effective November 1, 2022, for work performed on shifts with start times after 3:00 PM, the following premium will be paid: \$2.00
- B. Effective November 1, 2022, for work performed on shifts with start times after 11:00 PM, the following premium will be paid: \$2.25
- C. Shift premium is paid only for time actually worked; however shift premium will be paid on vacation time.

ARTICLE 34. RETIREMENT AND EMPLOYEE VOLUNTARY STOCK PURCHASE PLAN

A. All employees will participate in the 401(k) Savings Plan, under the same terms and conditions as all other employees of the Employer. The parties acknowledge that the Plan may be amended from time to time in accordance with its terms or applicable law. Any such amendments shall be applicable to the employees covered by this Agreement.

B. The parties hereto agree to participate in the IUE-CWA Pension Fund in accordance with the terms and provisions of the Exhibit (Appendix B) entitled "Participation Agreement", Exhibit (Appendix C) entitled "Supplemental Adoption Agreement" and Exhibit entitled "Rehabilitation Plan 2011, Supplemental Adoption Agreement" (copy) attached hereto and made part hereof as if fully set forth herein.

C. Regular employees will be eligible to participate in the Voluntary Employee Stock Purchase Plan, in accordance with the terms of that plan

ARTICLE 35. SICK LEAVE

A.. Accrual. Employees shall accrue 1.54 hours of sick leave on a bi-weekly basis for service up to a maximum of 5 days per year. Sick leave may be accumulated from year to year to a maximum of 20 days (160 hours). An employee shall not be entitled to use sick leave until he/she has completed the probationary period.

Employees who have five (5) or more years of service and were hired prior to April 30, 2010 will accrue 1.85 hours of sick leave on a bi-weekly basis up to a maximum of 48 hours per year.

B. Abuse of Sick Leave. A doctor's report may be required for any paid sick leave day where the Employer suspects abuse.

C. Use of Sick Leave/Increments. Paid sick leave may be taken in four (4) hour or eight (8) hour increments. Sick leave may be taken in one (1) hour increments for medical appointments with 24 hour advance notice and documentation from a qualified health care provider.

D. Sick Leave Incentive. (Starting 1/1/23) Regular full-time employees who have accrued sick leave and who utilize one (1) or less days of sick leave and not more than one (1) instance of tardiness for the periods of January 1 – June 30, or July 1 – December 31 of each year shall be eligible to receive additional compensation from the Company as follows:

Zero Sick days used: \$1000
One Sick day used: \$500

The sick leave incentive will be paid on or about the first pay-date of July and January of each year, for the preceding six (6) months. Employees must have worked the full six (6) month period to be eligible for the bonus. A doctor's note does not excuse an employee's absence for eligibility in the sick leave incentive program. This program will be applied within the rules of the FMLA.

ARTICLE 36. INSURANCE

- A. The Company shall provide medical, dental, vision and life insurance for each regular full time employee covered by this Agreement under the same terms and conditions as other employees of the Company not covered by a collective bargaining agreement.
- B. Employee Contribution. The employee shall pay, through payroll deduction, 20% of the Company standard effective premium for non-high deductible medical insurance plans. Employees electing a high-deductible plan or a plan with lower co-premium rates will pay standard company rates for the elected plan. The Company standard applicable premium rates paid by non-represented employees as set forth in the plan document for dental and vision will apply. Such rates will be provided during the open enrollment period near the end of each calendar year.
- C. The Company will provide an annual "open enrollment" period during which employees may elect to change his/her benefits. Such "open enrollment" period will be scheduled in the fourth quarter of each year at a time when premium levels for the various coverage for the coming year has been determined.
- D. The Company will provide the Company paid and voluntary insurance/benefits at the same level as provided to all other employees of the Company during open enrollment. Short Term Disability and Long Term Disability are included in the eligible plans.
- E. Regular employees and their dependents shall become eligible for coverage on the first day of the month following the date of employment

ARTICLE 37. DRUG-FREE WORKPLACE

The Company and Union do not condone the use of Alcohol or Drugs by the employees at the workplace or reporting to work under the influence of such substances. The Company and Union support the concept of a Drug-Free workplace in the interest of efficiency and safety. Both parties agree to attempt to work together to resolve these types of issues through appropriate measures, taking into account the circumstances. These measures may include reasonable suspicion testing, being sent home in the interest of safety, Union/Company counseling, outside counseling, referrals, EAP assistance and other such measures. These measures and this Article do not preclude Management's rights to use disciplinary procedures when they feel it necessary. It also does not preclude the Union's contractual grievance rights when they feel it necessary.

Any person, including a DOT (CDL) driver, directed to take a drug (controlled substance) and/or alcohol test based on reasonable suspicion will be relieved from duty, transported by VEOLIA Water to the testing site and will be suspended pending the Company's receipt of test results. The Company will notify the union steward or other representative and the union will provide a representative if one is immediately available prior to management transporting the employee to the testing facility. If the test result is negative, the person will receive back pay in an amount equal to any wages lost while suspended. A positive test result indicating the prohibited use of drugs or alcohol will result in disciplinary action. Positive test results - under the influence of alcohol

includes a breath alcohol concentration (BAC) of 0.02 percent or higher. When required, DOT/CDL drivers will fall under the Company's driver policy. A subsequent violation will result in immediate termination. Employees found in violation of this policy will be subject to random testing for a period of one year following a first positive test, as well as be required to participate in EAP counseling.

The Union shall not grieve the Drug and Alcohol testing of new hires, provided they are individuals who do not have re-instatement or recall rights.

ARTICLE 38. WAGES

A. The Bargaining unit classifications shall be Operator (I, II, III), Lead Operator, Maintenance Lead, Maintenance Tech, Lab Technician, Instrumentation Tech, Electrician, Laborer/Utility Worker, and O&M Technician (I, II, III) with wages set forth below:

		5/1/2021	5/1/2022	11/1/2022	5/1/2023	5/1/2024
Laborer/Utility Worker		\$20.47	\$21.08	\$21.72	\$22.80	\$23.94
Operator I Grade IV - M		\$34.83	\$35.87	\$36.95	\$38.80	\$40.74
Operator II Grade V - C		\$36.15	\$37.23	\$38.35	\$40.27	\$42.28
Operator III Grade VI* - C		\$37.75	\$38.88	\$40.05	\$42.05	\$44.15
Lead Operator Grade VI -C or Grade VII - C		\$40.04	\$41.24	\$42.48	\$44.60	\$46.83
Maintenance Technician	5+ yrs	\$36.15	\$37.23	\$38.35	\$40.27	\$42.28
Maintenance Lead	5+ yrs	\$39.20	\$40.38	\$41.59	\$43.67	\$45.85
Lab Technician	Start	\$29.73	\$30.62	\$31.54	\$33.12	\$34.77
	2 yrs	\$32.27	\$33.24	\$34.24	\$35.95	\$37.74
	4+ yrs	\$35.20	\$36.26	\$37.34	\$39.21	\$41.17
O&M Technician						
O&M Tech. Trainee		\$26.70	\$27.50	\$28.33	\$29.74	\$31.23
O&M Tech. I (Grade 2 License)	2+ yrs	\$29.14	\$30.01	\$30.91	\$32.46	\$34.08
O&M Tech. II (Grade 4 License)	4+ yrs	\$36.15	\$37.23	\$38.35	\$40.27	\$42.28
O&M Tech. III (Grade VI - C* License)		\$38.78	\$39.94	\$41.14	\$43.20	\$45.36
Electrician	Start	\$34.85	\$35.90	\$36.97	\$38.82	\$40.76
	2 yrs	\$36.92	\$38.03	\$39.17	\$41.13	\$43.18
	4+ yrs	\$39.48	\$40.66	\$41.88	\$43.98	\$46.18
Instrumentation Tech	Start	\$32.80	\$33.78	\$34.80	\$36.54	\$38.36
	2 yrs	\$34.56	\$35.60	\$36.66	\$38.50	\$40.42
	4 + yrs	\$37.52	\$38.65	\$39.80	\$41.80	\$43.88

Wages will increase in 2022, '23 and '24 by 3.0%, 5.0%, and 5.0% respectively. Employees whose wages were frozen will receive the respective % increase each year, starting in 2019 based on their current rate. When they receive the proper license their rate will revert to the Table Rate.

****All employees hired for Operations or Maintenance departments will be required to participate in the O&M Tech Training Program and complete requirements within 2 years of hire date.

* Operator III and O&M Tech III must complete qualification requirements of position and maintain Grade VI WW License. Operator III and O&M Tech III will be required to fill in for Lead Operator as needed.

Certifications:

- CMV - \$300 year for employees operating CMV vehicles. Required to have DQ File for company. A total of 3 employees are required to be in this program. CMV Bonus to be paid within 2 pay periods of the end of the contract year. Payment will be prorated for employee retirement, resignation or medical leave of absence.
- Hoisting – (2A (Loader) and/or 3A (Electric and Pneumatic Equipment) \$600/ year per license for employees possessing and utilizing Hoisting Certification, payable within 2 pay periods of the end of each contract year for employees possessing certification for the entire year. Payment will be prorated for employee retirement, resignation or medical leave of absence. At least one employee on a scheduled shift will be required to obtain and maintain Hoisting Certification (2A and 3A). If an employee cannot obtain and maintain a Hoisting Certification(s), volunteers by plant service within the shift where license is needed will be polled and in the absence of volunteers the lowest service within shift would be chosen, based on plant years of service.

Explanation of O&M Tech classifications

- A. Application for the O&M Tech I classification will require an employee to have a Grade 2 License and completed at least two (2) years as an O&M Tech Trainee (inclusive of his/her apprenticeship) and to successfully have completed three (3) of the courses required for their in-plant cross training.
- B. Application for the O&M Tech II classification will require an employee to have a Grade 4 License and completed at least two (2) years as an O&M Tech I (inclusive of his/her apprenticeship) and to successfully have completed six (6) of the courses required for their in-plant cross training.
- C. Application for the O&M Tech III classification will require an employee to have a Grade VI-C Full WW License and have completed all course(s) required for both the "Operator" and "Maintenance" training classifications and to have successfully completed two (2) years as an O&M Tech II. The applicant for the O&M Tech III must also be qualified by the Project Manager or his designee to fill in for the Lead Operator.

Main classification of an employee is defined "Operations & Maintenance Technician".

Classification	Qualifications	In Plant Experience	Apprenticeship
O&M Tech Trainee	Three (3) main classification course requirements of the department employee is training in. Must pass MA Grade 2 WWTP Operator Licensing exam within 2 years from hire date.	Must cross train within Operation and Maintenance departments at managements' discretion	

O&M Tech I	Must complete three (3) additional main classification course requirements of the department employee is training in. Must possess a MA Grade 2 WWTP Operator License.	Minimum of 1 year cross training as an O&M Tech Trainee Minimum 2 years as an O&M Tech Trainee	Minimum of 1 year apprenticeship
O&M Tech II	Must complete two (2) remaining main classification course requirements. Must possess a MA Grade IV WWTP Wastewater Operator License	Minimum of 1 year cross training as an O&M Tech I Minimum of 2 years as an O&M Tech I	Minimum of 1 year apprenticeship
O&M Tech III	Must possess a MA Grade VI-C Full WWTP Operator license.	Qualified by PM to act as Lead Operator	

ARTICLE 39. SUCCESSOR AND ASSIGN--SPECIAL NOTICE

Upon learning of any action that would affect the contract status of the Company as the primary contractor at the Lynn Waste Water Treatment plant, the Company agrees to meet with the Union for the purpose of bringing the Union as much up-to-date as possible.

ARTICLE 40. SEVERABILITY

- A. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Paragraph of this Agreement, all other Articles and Paragraphs not so invalidated shall remain in full force and effect.
- B. Any part or provision of this contract, which is in violation of any state or federal law, shall be null and void to the extent that such part or provision is unlawful.
- C. The parties agree to meet promptly for the purpose of negotiations on any issues arising as a result of conflicting state or Federal law.

ARTICLE 41. EXTENT OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Further, all wages and other benefits to be received by employees are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or which the parties discussed prior to the execution of this Agreement.

B. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with (or after) this Agreement constitutes the complete and entire Agreement between the parties.

ARTICLE 42. TERM OF AGREEMENT

This Agreement shall continue in full force and effect until midnight, April 30, 2025, and thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the termination date of this Agreement, or any subsequent renewal thereof, either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event, the parties shall meet and negotiate an agreement with respect to the proposed change or changes. Such meetings shall commence at least forty-five (45) days prior to the expiration date of the Agreement.

In the event the parties do not reach a written Agreement by the expiration date, or any subsequent anniversary date, then this Agreement shall continue in full force and effect until either party gives written notice that the Agreement shall terminate. Such termination shall not occur fewer than five (5) days after such notice is given to the other party.

Notwithstanding any provisions to the contrary, should the Company's contract with the client be terminated for any reason and the company is not chosen as the successor, this Agreement will end concurrent with the date of termination of the Company's contract. However, this shall not nullify any residual company contract obligations that the employees may be entitled to in wage and benefit areas, such as accrued vacation, personal time, pension benefits, and all provisions of the grievance procedure shall remain in effect in regard to any disputes over any such obligations until the matters are settled.

If the Company is chosen as the successor, then this contract remains in effect to its termination date.

IN WITNESS whereof, the parties hereto set their hands and seals by their respective officers duly authorized:

COMPANY:

VWNA-NE, LLC

Michael Schnack 2/3/23

Michael Schnack Date

VP, Labor Relations

Michael Burke 1/12/23

Michael Burke, VP Operations Date

Shawn Meunier 12-14-22

Shawn Meunier, Project Manager Date

UNION:

IUE-CWA, LOCAL 201

Adam Kaszynski

Adam Kaszynski, President Date

Justin Richards 1-10-23

Justin Richards, Business Agent Date

Joe Grant 12/14/22

Joe Grant, Chief Steward Date

Fred Hogan 12/14/22

Fred Hogan, Steward Date

Appendix A. Dates of Seniority/ Lead Operators

Name	Seniority Date
Donaghy, Kirk	9/14/02
McAvoy, Wayne	8/11/03
Cameron, Dave	5/29/90
Marren, Mike	8/6/90
Mellen, Stuart	2/25/13

Appendix B. PENSION PLAN PARTICIPATION AGREEMENT

Agreement made and entered into this 1st day of May 2019, by and between Veolia Water North America – Northeast, LLC (hereinafter referred to as the "Employer") and Local No. 201, IUE-CWA affiliated with the Communication Workers of America AFL-CIO, CLC (hereinafter referred to as the "Union" and subject to the ratification of the Collective Bargaining Agreement by the Union's membership).

Section 1.

- A. By an Agreement and Declaration of Trust made as of the 30th day of April, 1958, between the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO and various employers who are or may become parties thereto, a Trust Fund designated as the "IUE-CW A Pension Fund" (hereinafter referred to as the "Pension Fund") was established.
- B. To provide retirement benefits from contributions to said Pension Fund, the Trustees established the IUE-CWA Pension Plan (hereinafter referred to as the "Pension Plan").
- C. Such Pension Fund and Pension Plan is now in full force and effect and is in full and complete compliance with the Labor Management Relations Act of 1947, as amended; the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated there under; and qualified as an exempt trust pursuant to the applicable provisions of the Internal Revenue Code of 1986.

Section 2.

- A. The Employer agrees to pay to the Pension Fund on behalf of each employee covered by this Agreement, for each hour for which said employee receives pay, to maintain participation in the Pension Fund at the current Monthly Benefit Rate of \$16.88:
 - (I) effective May 1, 2022 the sum of \$1.49
 - (II) effective May 1, 2023 the sum of \$1.49 and
 - (III) effective May 1, 2024 the sum of \$1.49
- B. The Employer agrees to pay to the Pension Fund on behalf of each employee covered by this Agreement, for each hour for which said employee receives pay, in addition to the required amount(s) in Section 2, Part "A" above which will increase the Monthly Benefit Rate for each applicable period of Continuous Credited Service at rate of \$0.40 per each \$0.01 of hourly contribution above the required minimum contribution:
 - (I) effective May 1, 2022 the sum of \$0.03;
 - (II) effective May 1, 2023 the sum of \$0.03; and
 - (III) effective May 2, 2024 the sum of \$0.03
- C. Pay is hereby defined to include all hours of work, including hours for which wages are paid regardless of whether actual work is performed or not, including but not limited to holidays, vacations, paid sick leave and the like. The payments shall be made monthly and shall be due on or before the 10th day of the month following the calendar month in which the employee receives said hourly pay; however, with respect to newly hired employees, the Employer shall commence payment of the contributions to the Pension Fund at the conclusion of said employee's probationary period, as defined in the collective bargaining agreement, or 60 calendar days from said employee's date of hire, whichever is earlier,

provided that the initial contribution is retroactive to said employee's date of hire. The Employer shall complete and file remittance reports prescribed by the Pension Fund and shall furnish the Union with a copy of each remittance report submitted to the Pension Fund.

- D. It is understood that the aforesaid payments shall not be increased because of overtime pay differentials elsewhere provided in the collective bargaining agreement.
- E. The payments shall be used by the Pension Fund to provide benefits for eligible employees. However, for purposes of determining benefits, each increase in the Monthly Benefit Rate attributable to contribution increases provided herein, shall apply on to Continuous Credit Service accumulated after the effective date of each such contribution increase.
- F. The Employer agrees to become a party to said Agreement and Declaration of Trust establishing the said Pension Fund and agrees to be bound by all terms and provisions of said Agreement and Declaration of Trust and designates as its representative such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in a manner provided in said Agreement. A copy of said Agreement and Declaration of Trust is to be annexed to the collective bargaining agreement upon execution thereof.
- G. The Employer, on behalf of itself, and the Union, on behalf of the employees on whose behalf contributions are made to the Pension Fund, including Participants as defined in the Plan and their beneficiaries, hereby agree that the arbitration provisions contained in the Pension Plan shall be final and binding.
- H. It is understood and agreed that the Pension Plan referred to herein shall at all times qualify for approval by the Internal Revenue Bureau of the U. S. Treasury Department so as to allow the Employer an income tax deduction for the contributions paid herein.
- I. For the purpose of this Memorandum of Agreement, all employees coming under the work classifications covered by this Agreement shall be considered covered by the collective bargaining agreement as of their first day of employment with the Employer, regardless of such trial or other waiting periods as may apply to other sections off the bargaining agreement.

Section 3.

The parties agree that, except as provided by the Employee Retirement Income Security Act of 1974, as amended, and such other laws that may be enacted from time to time, and except as may be otherwise provided herein, the Employer's obligation to the Pension Fund shall be fulfilled at the time the Employer makes the contributions to said Pension Fund in the amount and in the manner provided herein and provided further that upon making said contributions as aforesaid the Employer shall be relieved and discharged from any further obligations to said Pension Fund. Notwithstanding the foregoing, the Pension Fund shall have the right to collect all costs, including but not limited to costs associated with litigation incurred in collecting delinquent Employer contributions. Such costs include, but are not limited to auditors' fees, interest, liquidated damages, costs, and attorneys' fees.

Notwithstanding any other agreement between the Employer and the Union, the Employer agrees that its obligations to the Pension Fund and the Pension Plan during the term of the agreement are set forth in this separate Memorandum of Agreement and in the event of any conflict between

this Memorandum of Agreement and any other agreement between the Employer and the Union the terms of this Memorandum of Agreement shall be controlling.

This Agreement shall remain in full force and effect up to and including Midnight April 30, 2025.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

FOR THE EMPLOYER:
Veolia Water North America

FOR THE UNION:
Local No. 201, IUE-CWA



Michael Burke, VP, Operations 1/12/22 Date



Adam Kaszynski, President Date

Michael Schnack Date
VP, Labor Relations



Justin Richards, Business Agent 1-10-23 Date

Appendix C. IUE-CWA Pension Fund Supplemental Agreement

AGREEMENT made and entered into this 19th day of May, 2007 by and between Veolia Water North America-Northeast, LLC (the "Employer") and the IUE-CWA affiliated with the Communication Workers of America, AFLCIO, CLC Local No. 201 (the "Union") and the Trustees of the IUE-CWA Pension Fund.

WHEREAS, the Employer has entered into a Pension Plan Memorandum of Agreement with the Union dated May 19, 2007 (the "Memorandum of Agreement"); and

WHEREAS, pursuant to the Memorandum of Agreement, the Employer first became obligated to make contributions to the IUE-CWA Pension Fund effective January 1, 2008, on behalf of each employee covered by the Memorandum of Agreement ("Covered Employees") to provide retirement benefits for such Covered Employees under the IUE-CW A Pension Fund; and

WHEREAS, the Employer agreed to participate in the IUE-CWA Pension Fund (the "Plan") on the condition that "Past Service Credit," as defined in the Plan, shall be counted only for the purpose of determining eligibility for benefits under the Plan, and that all benefits provided by the Plan for Covered Employees of the Employer shall be based solely on "Future Service Credit," as defined in the Plan, accumulated from January 1, 2008; and

WHEREAS, the parties to this Agreement desire to clarify and amend the Memorandum of Agreement and their rights and obligation there under;

NOW, THEREFORE, in consideration of the mutual premises contained herein, the parties agree as follows:

- (1) "Past Service Credit," as defined in the Plan as amended, accumulated prior to January 1, 2008, shall be counted only for the purpose of determining eligibility for benefits under the Plan.
- (2) The amounts of the benefits to be provided by the Plan for Covered Employees of the Employer shall be based solely on "Future Service Credit," as defined in the Plan as amended, accumulated from January 1, 2008.
- (3) This Supplemental Agreement shall remain in effect indefinitely and shall modify all future Memorandum of Agreements obligating the Employer to make contributions to the IUE-CWA Pension Fund to provide benefits under the Plan which may be subsequently entered into between the Employer and the Union after the expiration of the present Memorandum of Agreement.
- (4) This Supplemental Agreement may not be modified or changed in whole or part, except by a written agreement signed by each of the parties. All subsequent Memorandum of Agreement shall not be deemed a modification of this Supplemental Agreement unless otherwise specifically stated therein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

FOR THE EMPLOYER:
Veolia Water North America

FOR THE UNION:
Local No. 201, IUE-CWA



Michael Burke, VP, Operations 1/17/23
Date



Adam Kaszynski, President Date



Michael Schnack 2/3/23
VP, Labor Relations Date



Justin Richards, Business Agent 1-10-23
Date

APPENDIX E. LABORATORY TECHNICIAN SIDE BAR AGREEMENT



July 27, 2022

(IUE-CWA) AFL-CIO, Local 201, Lynn, MA
112 Exchange Street
Lynn, MA 01901-1435

LABORATORY TECHNICIAN POSITION SIDE BAR AGREEMENT

Nature of Side Bar Agreement: To Denote Laboratory Technician Responsibilities and Wage Rate

Following the current Lynn RWPF Contract Bargaining Agreement (CBA) between Veolia Water North America (the Company) and (IUE-CWA) AFL-CIO, Local 201, Lynn, MA (the Union), it has been mutually agreed upon by both parties that the currently vacated Laboratory Technician Position shall be filled with a minimum Massachusetts Grade 4 Industrial Wastewater Treatment Plant Operators Licensed person and said individual will be in responsible charge of the Industrial Pretreatment Program (IPP) due to contractual obligations between the Company and the Lynn Water & Sewer Commission (LWSC).

Furthermore, position interviews have been conducted and evaluated and the Company would like to extend the position to O&M Technician II, Sam Sullivan. Due to current labor classifications, the Company will agree to continue to pay Mr. Sullivan the O&M Tech. II rate while the Union will agree that the Company can utilize Mr. Sullivan as an O & M Tech on an as needed emergency basis only. The Company agrees that it will use every effort available to minimize the use of Mr. Sullivan as an O & M Tech during this agreement.

This agreement shall remain in full force and effect for the term of the current CBA and/or until either renegotiation or termination for any reason of the Lynn O&M contract. This Agreement may also be terminated when and if Mr. Sullivan is no longer in this position.

IN WITNESS whereof, the parties hereto set their hands and seals by their respective officers duly authorized:

COMPANY:

VVNA-NE, LLC INTERNATIONAL

UNION:

UNION OF ELECTRONIC,
ELECTRICAL, SALARIED, MACHINE AND
FURNITURE WORKERS, COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO, IUE-CWA
LOCAL 201

FOR THE EMPLOYER:
Veolia-Water North America

Shawn Meunier
Project Manager

8-29-22

Date

FOR THE UNION:
Local No. 201, IUE-CWA

TBA
Business Agent

8/14/22

Date

Veolia Water North America
Lynn Regional Water Pollution Control Facility
2 Circle Avenue, Lynn, MA 01905
Tel-781-592-7048 / Fax-781-596-1827
www.veoliawaterna.com