

## **Economic proposals will be effective November 1, 2022**

- 1) Update dates – 3 year duration.
- 2) ARTICLE 8. GRIEVANCES AND ARBITRATION  
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 ~~ten (10)~~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 ~~seven (7)~~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 Failure to raise a grievance in a timely fashion shall result in the grievance being considered as withdrawn without precedential effect.
- 3) Article 12, Safety, B. Company will arrange first aid training, including CPR every two years to all bargaining unit member on a voluntary basis if possible. Adequate first aid supplies and equipment will be maintained in locations reasonably accessible to employees during the normal course of their work.
- 4) Article 12, Safety, Uniforms, and Equipment – 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 ~~every odd number year of the contract~~ as needed, and will not be unreasonably denied.
- 5) Article 12, Safety, Uniforms, and Equipment – H. During the term of this Agreement, the Company will provide one (1) pair of ~~steel toe~~, 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.
- 6) Article 12, Safety, Uniforms, and Equipment – M. The Company shall provide a \$~~100~~200 net tool allowance reimbursement with receipt of purchase every even 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.
- 7) Article 16. Seniority – 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 ~~at once~~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.
- 8) Article 21, Leave of Absence 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.

9) 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.

10) Article 23. Holidays. ADD:

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

President's Day

MLK, Jr. Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day After Thanksgiving Day

Christmas

Three (3) Floating Holidays

One Floating Holiday must be taken in 4 or 8-hour increments with 24-hour advance approval. Two Floating Holidays, in 8-hour increments, may be taken with one (1) hour advance approval. Less than 24-hour advanced approval may be granted for emergencies or unusual circumstances out of the employee's control, which may include but are not limited to, auto accidents, inclement weather, or family emergencies

Employees with more than five years of service shall receive one Personal Day. Employees may utilize Personal Days in as little as one (1) hour increments with 1-hour advanced approval.

Floating holidays ~~and the personal day~~ must be taken prior to the end of the calendar year, ~~unless a carryover is approved by the Plant Manager.~~

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:

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

11) 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 ~~three (3)~~four (4) hours pay at time and one-half the applicable rate.

12) 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~~125.00 for each week in which they carry the pager/mobile communication device.

13) 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 employees completion of all safety requirements including all assigned safety meetings and trainings.

~~All safety meetings are mandatory. Failure to attend or make-up mandatory safety meetings is cause for disciplinary action.~~

14) Article 31. Education and Licenses – LANGUAGE PENDING

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. per the Company's standard educational assistance policy, [100% for an A or "pass" in "pass/fail" course, 95% for a B, 50% for a C.] Fifty per cent (50%) of the size of the then-current workforce covered under this agreement will be entitled to the minimum of one (1) course per year, with each course payment not to exceed one thousand dollars gross (\$1000, i.e.; the company's portion of the payment) which would include tuition, textbooks, registration fees and lab fees.

15) ARTICLE 33. SHIFT PREMIUM -Effective 11/1/22

A. For work performed on shifts with start times after 23:00 PM, the following premium will be paid: \$1.35-\$2.00.

B. For work performed on shifts with start times after 110:00 PM, the following premium will be paid: \$1.60\$2.25

C. Shift premium is paid only for time actually worked; however, shift premium will be paid on vacation time.

16) Article 34 Retirement

ADD: AND EMPLOYEE VOLUNTARY STOCK PURCHASE PLAN

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

17) Article 35. D. Perfect Attendance Award.

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 3 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.

18) Article 36. Insurance. 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. ~~Employees shall receive a one-time \$750 gross Medical Offset payment, payable in May 2019.~~

19) Article 37. Drug Free Workplace – Reference Company policy and maintain the current language.

20) Article 38, Wages. CERTIFICATIONS

~~• Hydraulic \$500/ year for employees possessing and utilizing Hydraulic 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. A maximum of 4 Hydraulic Certification bonuses will be paid. 4 employees will be chosen, based on plant years of service.~~

- CMV - \$~~250300~~/ 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 Hoisting Equipment))- \$~~5600~~/ 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. Five (5) Shift Leads, Maintenance employees and all O&M. At least one employee on a scheduled shift personnel will be required to obtain and maintain Hoisting Certification(s) (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.

21) Article 38, Wages

~~The following paragraph is waived for the term of this agreement:~~

~~Effective April 1, 20##, each pay step shall be increased by the greater of (1) two and one half percent (2.5%) or (2) the amounts of the January to January annual increase in the CPI-U, Boston. CPI-U, Boston shall be rounded up or down to the nearest 10th (i.e., CPI adjustment of 2.576 would be rounded to 2.6% or 2.447% would be rounded to 2.4%).~~

22) Wage increases:

November 1, 2022 = **3.0%**

May 1, 2023 = **5.0%**

May 1, 2024 = **5.0%**