

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASSACHUSETTS WATER RESOURCES
AUTHORITY

AND

MASSACHUSETTS ORGANIZATION OF
STATE ENGINEERS & SCIENTISTS

JULY 1, 2011 THROUGH JUNE 30, 2014

TABLE OF CONTENTS

Preamble	i
Article 1	Recognition
Article 2	Moses Security
Article 3	Agency Fee
Article 4	Moses Business
Article 5	Anti-Discrimination and Affirmative Action
Article 6	Workweek and Work Schedules
Article 7	Leave
Article 8	Vacations
Article 9	Holidays
Article 10	Employee Expenses
Article 11	Salary Rates
Article 11A	Performance Evaluation
Article 12	Group Health Insurance Contributions

- Article 12A Health and Welfare Fund/ Dental Insurance
- Article 12B Tuition Remission and Assistance
- Article 13 Seniority, Transfers, Promotions, Reassignments, Filling of Vacancies and New Positions
- Article 14 Contracting Out
- Article 14A In-House Work Committee
- Article 15 Out of Title Work
- Article 16 Classification and Re-Classification
- Article 17 Lay-Off Recall Procedure
- Article 18 Training and Career Ladders
- Article 19 Safety and Health
- Article 19A Work Apparel
- Article 20 Credit Union Deduction
- Article 21 Arbitration of Disciplinary Action
- Article 22 Grievance Procedure

Article 23	Personnel Records
Article 24	Managerial Rights/Productivity
Article 25	Moses/Authority Management Committee
Article 26	No Strikes
Article 27	Savings Clause
Article 28	Duration

Appendix A	Unit Titles
Appendix B	Schedules Of Weekly Salary Rates
Appendix C	MWRA Drug and Alcohol Testing Policy
Form A	Assignment to a Higher Grade
Form B	Annual Sick Leave Buyback Request Form
Form C	Non Selection Form
Attachment I	Performance Evaluation Systems

PREAMBLE

This collective bargaining agreement is entered into on this 8th day of March 2012, by the Massachusetts Water Resources Authority, created and governed by Chapter 372 of the Acts of 1984, hereinafter referred to as the "Authority", or "MWRA", and by the Massachusetts Organization of State Engineers & Scientists, hereinafter referred to as "MOSES". This agreement is made pursuant to the provisions of Massachusetts General Laws Chapter 150E.

This agreement has as its purpose the promotion of harmonious relations between MOSES and the Authority.

ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of Chapter 372 of the Acts of 1984 and Massachusetts General Laws Chapter 150E, the Authority recognizes MOSES as the exclusive collective bargaining representative of employees of the Authority in the job titles listed in Appendix A and any other job titles added to Appendix A during the life of this agreement.

It is understood that the Human Resources Director has been designated by the Authority to represent the Authority in collective bargaining and that all collective bargaining on behalf of the Authority shall be conducted solely by the Director of the Human Resources Department or his/her designee.

Section 2.

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

A. Include

Full-time and regular part-time persons employed by the Authority in job titles in the bargaining unit included in Section 1, above,

including federally funded employees and seasonal employees whose employment is for a period of one hundred and twenty consecutive days or more; and

B. Exclude

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

C. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve months or more, or an employee who normally works a full workweek and has been employed for twelve consecutive months or more.

D. A regular part-time employee is defined as an employee who is expected to work fifty percent or more of the hours in a work year of a regular full-time employee in the same title.

E. An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee and whose position has been designated as an intermittent position by the

Authority.

ARTICLE 2
MOSES SECURITY
Dues/Agency Fee Checkoff

Section 1.

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

Section 2.

An employee may consent in writing to the authorization of the deduction of dues from his/her wages and to the designation of MOSES as the recipient thereof. Such consent shall be in a form acceptable to the Authority, and shall bear the signature of the employee. An employee may withdraw his/her MOSES dues checkoff authorization by giving at least sixty days notice in writing to his/her department head and the Director of the Human Resources Department or his/her designee, and by filing a copy thereof with the Treasurer of MOSES.

Section 3.

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

Section 4.

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

ARTICLE 3 AGENCY FEE

Section 1.

Each employee who elects not to join or maintain membership in MOSES shall be required to pay as a condition of employment, beginning thirty days following the commencement of his/her employment or the effective date of this Agreement, whichever is later, a service fee to MOSES in an amount not to exceed that which is allowable under the provisions of Chapter 150E, and which does not exceed the amount of periodic dues paid by employees who are members of MOSES.

Section 2.

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

Section 3.

MOSES shall reimburse the Authority for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of MOSES for not paying the agency fee. MOSES

will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Authority shall have no obligation to defend the termination.

Section 4.

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

ARTICLE 4 MOSES BUSINESS

Section 1. MOSES Representation

MOSES staff representatives, hereinafter including officers and stewards, shall be permitted to have

access to the premises of the Authority for the performance of official MOSES business, provided that there is no disruption of operations. Requests for such access will be made in advance to the Director, Human Resources Department, or his/her designee and will not be unreasonably denied. MOSES will furnish the Authority with a list of staff representatives and their areas of jurisdiction. MOSES shall delineate the jurisdiction of MOSES stewards so that no steward need travel between work locations or sub-divisions thereof while investigating grievances.

Section 2. Grievance Processing

A. MOSES may appoint up to five (5) stewards, who shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance to the Director, Human Resources Department, or his/her designee with notification to the employee's supervisor and shall not be unreasonably denied.

B. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave at any one time. "Processing" includes reasonable preparation

time not to exceed one day, attendance at grievance hearings and reasonable travel time to and from such hearings.

C. Employees to be called by MOSES as witnesses in grievance and arbitration hearings shall be permitted to have time off without loss of benefits or other privileges (not including wages), provided a request for such time off has been submitted in advance to, and approved by, each such employee's supervisor and the Director, Human Resources Department, or his/her designee. Such requests will not be unreasonably denied.

Section 3. Paid Leave of Absence for MOSES Business

A. Leaves of absence without loss of wages, benefits, or other privileges to attend meetings, and executive board meetings of MOSES may be granted to MOSES officers and stewards.

B. Time off without loss of wages, benefits, or other privileges may be granted to MOSES negotiating committee members for attendance at negotiation sessions and related MOSES caucuses.

C. Time off without loss of wages, benefits, or other privileges may be granted to MOSES representatives to attend joint labor/management

committee meetings and orientation meetings for new employees.

D. All leave granted under this section shall require prior approval of the Director, Human Resources Department, or his/her designee, which approval shall not be unreasonably denied.

Section 4. Unpaid MOSES Leave of Absence

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

Section 5. MOSES Use of Premises

MOSES shall be permitted to have reasonable use of the Authority's facilities for the transaction of

MOSES business during off duty hours, which have been used in the past for such purpose, subject to appropriate compensation if required by law, if said facilities are available and upon approval of an advance request by the Director, Human Resources Department or his/her designee.

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

Section 6. Bulletin Boards

MOSES may post notices on bulletin boards, or an adequate part thereof, in places and locations where notices usually are posted by the Authority for employees to read. All notices shall be on MOSES stationery, signed by an official of MOSES, and shall only be used to notify employees of matters pertaining to MOSES affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Authority or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 7. Authority Provision of Information

The Authority shall upon request, provide MOSES with the following information:

- A. Every three months a list of all new employees, date of employment and job title;
- B. Every six months a list of all employees who have been terminated;
- C. Every six months a list of all employees who have been transferred;
- D. Every six months a list of all employees who have changed job title including both titles with the effective date;
- E. A list of all employees who withdraw checkoff authorizations under Article 2, Sections 2 and 3 within two months of such withdrawal;
- F. A list of employees in the Authority by title listed within each title in order of date of employment. Such list shall be updated each six months.

Where the Authority has been providing the above information to MOSES at more frequent time intervals, the information shall continue to be

furnished at such intervals.

Section 8. Orientation

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

ARTICLE 5 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1.

The Authority and MOSES agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, mental or physical handicap, MOSES activity, Vietnam Era veteran status, sexual preference or marital status.

Section 2.

MOSES and the Authority agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, national origin, sex, age, mental or physical handicap, or

Vietnam Era veteran status, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3.

The Labor/Management Committee established pursuant to this Agreement shall give priority to the area of affirmative action. The Committee shall review the Authority's affirmative action program and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the Authority's Affirmative Action Plan, as amended.

Section 4.

The provisions contained in Article 13 and Article 17 shall not be construed to impede the implementation of affirmative action programs developed by the Authority in accordance with the goals set forth in this Article.

ARTICLE 6
WORKWEEK AND WORK SCHEDULES

Section 1. Scheduled Hours, Workweek, Workday

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half hours per week, excluding meal periods.

B. Except in emergency situations, such as those involving the health and safety of employees or the public or the protection of property, when the Authority desires to change the work schedule of employee(s), the Authority shall, whenever practicable, solicit volunteers from among the group of potentially affected employees, and select the senior qualified volunteer.

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

C. For employees whose regular work schedule is, by nature of their positions, periodically changed, the Authority shall, whenever practicable, give each such employee whose schedule is being

involuntarily changed five (5) days written notice of such change.

The creation of any such positions will be communicated to and discussed with MOSES.

In no event will it be considered practicable to waive the notice requirement to avoid payment of overtime.

D. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two consecutive days off in each seven-day period. This subsection should not apply to employees in authorized flexible hours programs.

E. The parties acknowledge the benefit of establishing alternative work schedules, including but not limited to flexible hours, staggered hours, part-time and job sharing where such programs contribute to the efficient delivery of Authority services. The MOSES/Management Committee established pursuant to Article 25 of this Agreement shall meet to determine the feasibility of establishing such options where they do not currently exist, to monitor existing programs, and to

recommend changes where appropriate. Upon the written request of either party, MOSES shall meet with local and central office representatives relative to developing and implementing Flex Time/Alternative work schedules where feasible for an individual worksite/facility or for the Authority. Following said meetings where there continues to be any unresolved issues the areas of dispute may be brought up at the request of either party to work toward a possible resolution. All agreements reached pursuant to the above paragraph shall be submitted to MOSES and Authority Management for approval.

Section 2. Overtime

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

B. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week, except as otherwise provided herein.

C. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in

excess of his/her regular workweek, except as otherwise provided herein.

D. Except as otherwise provided herein, an employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8) hours in his/her regular workday, except that an employee whose regular workday is more than eight (8) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday. Except as otherwise provided herein, compensatory time off in lieu of pay for overtime work shall not be granted to employees. The Authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Authority to participate in an approved voluntary flexible hours program that has been duly authorized by the Director, Human Resources Department or his/her designee.

E. All time for which an employee is on full pay status, such as sick leave, vacation and paid education leave, shall be considered time worked for the purpose of calculating overtime compensation unless an employee fails to comply with applicable leave procedures. However an employee who is on sick leave for his/her regularly scheduled shift shall not be eligible for overtime for the twenty-four hour period commencing with the regular start time of that shift unless an unscheduled medical emergency arises or the employee has requested and received, in advance, approval from a manager for sick leave for a scheduled medical appointment for the employee, spouse or child or parent of either the employee or his/her spouse, or relative living in the household of an employee or MWRA requires or requests that the employee work overtime. Unless requested or required to work overtime by the MWRA, the employee must have worked at least one-half of a day on the day of the medical appointment or medical emergency and provide satisfactory medical evidence of the medical emergency or the medical appointment to his/her manager, if requested, on the day of the medical emergency or the medical appointment.

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

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

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

H. Overtime or compensatory time opportunities shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform or are capable of performing such related work in the normal course of their workweek. Authority and MOSES representatives shall consider and attempt to agree upon procedures for implementing this policy of distributing overtime or compensatory time opportunities for work.

I. Notwithstanding the preceding provisions of Section 6.2 for all employees in positions above job grade 24 exempt from the Fair Labor Standards Act, the Authority may grant compensatory time, in lieu of payment for overtime, at the rate of one hour for each hour of authorized work for which overtime payment would otherwise be required by this Article.

Such compensatory time shall not be accumulated

in excess of eighty (80) hours and may be used in half-hour increments when requested and approved by the employee's supervisor. All requests for compensatory time to exceed one day must be made in writing at least seven (7) calendar days in advance of the first day requested. A supervisor shall permit the use of compensatory time at the employee's request if its use will not unduly disrupt operations.

An employee whose employment with the Authority ends shall be paid for all unused compensatory time up to the maximum accumulation of eighty (80) hours at his/her regular rate of pay.

J. Except in emergency situations, no employee will work more than sixteen (16) consecutive hours. Employees who work an alternating eight (8) and twelve (12) hour schedule will work no more than twenty (20) consecutive hours.

K. The provisions of this section shall not apply to employees on full travel status unless prior approval is granted by the Director of Human Resources or his/her designee.

L. Subject to Article 24, Section 1, of this agreement, in the case of an emergency, or other critical need, as determined by MWRA Senior

Management, the MWRA shall first follow existing procedures for soliciting volunteers for additional hours of work, established in Section H above, or standby placement. If and when these procedures have been exhausted and a further staffing need still exists, then management may require employees to work additional hours or be placed on standby status, on a rotating, inverse seniority, basis.

Section 3. Regular Meal Periods

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

Section 4. Rest Periods

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

Section 5. Call Back Pay

Except for an employee for whom compensatory time is authorized in accordance with Section 2.I of this Article, an employee who has left his/her place of employment after having completed work on his/her regular shift and who is called back to a workplace prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime

rate. An employee for whom compensatory time is authorized shall receive a minimum of four (4) hours time at the rate of one and one-half (1½) hours for each hour of time. This section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

An employee who is called back to work as outlined above but is not called back to a workplace shall receive a minimum of two hours pay at his/her regular overtime rate. An employee for whom compensatory time is authorized shall receive a minimum of two (2) hours time at the rate of one and one-half (1½) hours for each hour of time. For the purpose of this section, a "workplace" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment.

Section 6. Shift Differential

A. Employees whose regular workday is on a second or third shift as defined in Paragraph C. shall receive a shift differential of eighty-five (85¢) cents per hour. This item shall be reopened for negotiation if higher rates are set by the Authority.

B. The above shift differential shall be paid in addition to regular salary for employees when their

workday is on a second or third shift or a shift that commences on Saturday and Sunday only at 6:00 a.m. or after and ends not later than 6:00 p.m. The overtime rate for employees who are required to work a second or third shift or a shift that commences on Saturday or Sunday only at 6:00 a.m. or after and ends not later than 6:00 p.m. or any portion thereof on an overtime basis shall be computed based on the regular salary rate plus the shift differential for the number of hours worked on such second or third shift or a shift that commences on Saturday and Sunday only at 6:00 a.m. or after and ends no later than 6:00 p.m.

C. For the purpose of this section only, a second shift shall be one that commences at 2:00 p.m. or after and ends not later than 2:00 a.m., and a third shift shall be one that commences at 9:00 p.m. or after and ends not later than 9:00 a.m.

D. For the purpose of computing overtime pay of employees covered by this section, the procedure to be followed shall be:

Step 1: Compute salary due the employee as if all hours worked were at the straight time rate;

Step 2: Add the appropriate shift differential to the amount specified in Step 1;

Step 3: Divide this sum by the total number of hours worked in that week;

Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply only to overtime service and the total compensation due the employee is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after Step 2 above equals the total compensation due for the week.

Section 7. Stand-By Duty

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

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

C. Should a supervisor require coverage of a work location on a 24 hour basis, the supervisor will establish a list of employees to be available for duty. The least senior employee in the work location shall be the first on the list. Having once been put on stand-by duty, the next junior employee will be placed on stand-by duty, etc.

With the approval of the supervisor, employees may substitute for one another under this section.

D. Stand-by duty shall be voluntary except in the case of an emergency. There shall be no discrimination or discipline taken against any employee who declines stand-by in a non-emergency situation. Should no volunteer be available and the supervisor determines that an emergency exists, the supervisor will assign an employee to such stand-by duty.

ARTICLE 7 LEAVE

Section 1. Sick Leave

A. 1. A full-time employee, hired on or before July 1, 1987, shall accumulate sick leave with pay credits at the rate of one and one-quarter (1 1/4) workdays for each full calendar month of employment if that

employee had been accumulating sick leave with pay credits at this rate on the day prior to the date of execution of this agreement.

2. All other full-time employees, shall accumulate sick leave with pay credits at the rate of one workday for each full calendar month of employment.

An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

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

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

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
2. When the spouse, child or parent of either the employee or his/her spouse, or a relative living in the household of an employee, is seriously ill, the employee may utilize sick leave credits up to a maximum of fifteen (15) days per calendar year;
3. When through exposure to contagious disease, the presence of the employee at

his/her work location would jeopardize the health of others; and

4. When there is a need to keep a medical or dental appointment.

D. A full-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one day.

E. At the discretion of the Authority, in instances where MWRA has reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, an employee may be removed from the workplace and required to undergo an examination by an Authority-approved medical professional to determine his/her fitness for work. This examination and determination whether the employee is fit for duty shall occur within ten business days of the employee's removal from the workplace. This time limit shall not apply where the failure for the examination to occur is the fault of the employee. If this medical professional determines that the employee is fit for duty, the employee will return to duty without loss of wages or leave for the period from the date the Authority removed the employee from the workplace and requested an examination through the day on which

the Authority approves a return to work. If this medical professional determines that the employee is unfit for duty, the employee will be charged available paid time off time from the date the Authority removed the employee from the workplace and requested an examination through the day on which the Authority approves a return to work. The Authority will pay for a fitness for duty examination and the employee's participation therein.

F. Sick leave must be charged against unused sick leave credits in units of one-half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

G. Any employee having no sick leave credits, who is absent due to illness, shall be placed on leave without pay unless the employee requests, and the Authority approves, use of other available leave credits. Such leave shall be charged on the same basis as provided in Subsection F.

H. An employee who is reinstated or reemployed after an absence of less than three years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three years or more shall receive prior sick leave credits, if approved by the Director, Human

Resources Department, where such absence was caused by:

1. Serious illness or injury of the employee; or
2. Dismissal through no fault or delinquency attributable solely to said employee.

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

J. Notification of absence under this Article must be given to the designated representative of the Authority as early as possible on the first day of absence and, unless there are extenuating circumstances, not later than one hour after the start of the employee's regularly scheduled workday. The leaving of a message for the designated representative, if he/she is not available at the time of attempted notification, will constitute adequate notification if the employee obtains the name of the Authority employee to whom the message is conveyed. If such notification is not made, such absence may, at the discretion of the Authority, be applied to absence without pay. Repeated failures to notify may subject the employee to progressive disciplinary action.

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

K. Where the Authority has reason to believe that sick leave is being abused, including repeated instances where sick leave is taken immediately before or after a holiday, the Authority may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the Authority, in denial of sick leave for the period of absence.

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

that the family or related household member has been determined to be seriously ill and needing care on the day(s) in question. All medical evidence is to be submitted to the Human Resources Department.

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

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

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

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

O. The parties recognize that absenteeism and over-utilization of sick leave by employees if it occurs is a problem of mutual concern. The parties therefore agree if a problem exists that the Labor/Management Committee shall develop methods of reducing over-utilization of sick leave

and absenteeism.

P. Effective July 1, 2014 each employee who has been employed by the Authority for at least one (1) year and has earned his/her full complement of sick leave credits during the preceding year, has not utilized any sick leave during the preceding fiscal year and who has a balance of sick leave credits of at least three (3) weeks, upon timely submission and certification of the accuracy of the appended Annual Sick Leave Buyback request form (timely means the completion of this process not later than August 31st) be reimbursed one (1) week pay (7 days for employees who earn 15 sick days/year) for relinquishing one week of sick leave.

Section 2. Mutual Aid

The parties agree to continue the Mutual Aid Reserve Fund into which Authority employees represented by MOSES may contribute any amount of their vacation and personal time and up to one day sick leave per year, unless the Authority subsequently authorizes a contribution in excess of one day sick leave per year. The parties agree that vacation and personal leave, which would otherwise be forfeited on June 30th of any year, will be transferred to the Fund. The operating criteria and procedures established by the Joint Labor/Management Committee and dated

December 5, 1995 shall continue for the life of this Agreement unless modified in writing by mutual agreement.

Section 3. Paid Personal Leave

A. For employees on the payroll upon ratification of the agreement who are full-time employees on the first Saturday of the July calendar month of that year will be credited annually on each July 1, full-time employees on the payroll as of that date will be credited annually with five (5) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her supervisor. Personal leave is to be requested six (6) days in advance whenever possible. Full-time employees hired into the bargaining unit after the ratification of this agreement will be credited annually on the first Saturday of the July payroll calendar month with three (3) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee up to and including the day of the request and each such request will be granted unless operations would be significantly disrupted.

<u>Date of Hire Credited</u>	<u>Personal Leave Days</u>
July 1 - September 30	3 Paid Leave Days

October 1 - December 31	2 Paid Leave Days
January 1 - March 31	1 Paid Leave Day
April 1 - June 30	0 Paid Leave Days

Any paid personal leave not taken by any June 30 will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of one-half hour and may be used in conjunction with vacation leave.

Section 4. Bereavement Leave

A. Upon evidence satisfactory to the Authority of the death of a spouse or child or step-child of the employee, an employee shall be entitled to leave without loss of pay for a maximum of seven (7) working days. This leave must be used for activities reasonably related to the death and must be taken within a reasonable time period immediately following the date of death.

B. Upon evidence satisfactory to the Authority of the death of a parent, brother, sister, step-brother, step-sister, step-parent, grandparent or grandchild, of the employee or the employee's spouse or the death of a person living in an employee's household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) working days. This leave must be used for

activities reasonably related to the death and must be taken within a reasonable time period immediately following the date of death.

Section 5. Voting Leave

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

Section 6. Civic Duty Leave

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

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

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

the period involved.

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

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

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

F. An employee on court leave who has been excused by the proper court authority shall report to

his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 7. Military Leave

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42 or 60 of c. 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of c. 33 of the General Laws as amended.

C. An employee who is a member of a reserve component of the armed forces of the United States, and who is called for duty other than the annual tour of duty of not exceeding seventeen days, shall be

subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

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

Section 8. Family and Medical Leave

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

A. Every regular part-time and full-time employee who has worked for the MWRA for at least one (1) year, and at least one thousand two hundred fifty (1,250) hours in the previous twelve (12) months

may apply for FMLA leave. Family and Medical Leave is granted for the following reasons and any leave granted for these reasons shall be designated as FMLA Leave where allowable by law:

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

FMLA Leave may be taken as:

- twelve (12) consecutive workweeks;
- intermittent leave, such that the accumulated time on leave does not exceed twelve (12) workweeks;
- a regular reduced hours workweek such that accumulated time on leave does not exceed twelve (12) workweeks.

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

preceding the date for which the employee requests leave.

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

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

Employees requesting leave for the employee's own

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

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

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

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

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

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

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

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

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

Section 9. Military Family and Medical Leave

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

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

1. to address certain qualifying exigencies related to a spouse, child or parent on active duty or called to active duty status in the National Guard or Reserves. Qualifying exigencies are (1) short-notice deployment (deployment on 7 days or less notice); (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities, and (8) any additional activities agreed to by the parties. This leave is granted up to a total of 12 workweeks of leave in a single 12-month period.
2. to care for a spouse, child, parent or next of kin who is in the Regular Armed Forces, National Guard or Reserves and has a serious illness or injury. A serious injury or illness is one that was incurred by a service member in the line of active duty that may render the service member medically unfit to perform the duties of his or her office, rank, grade, or rating. This leave is granted up to a total of 26 workweeks of leave in a single 12-month period.

The single 12-month period for leave to address a qualifying exigency means the 12-month period immediately preceding the date for which the

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

FMLA Military Leave may be taken as:

- consecutive workweeks;
- intermittent leave, such that the accumulated time on leave does not exceed maximum workweeks allowable for the applicable leave;
- a regular reduced hours workweek such that accumulated time on leave does not exceed the maximum workweeks allowable for the applicable leave.

B. An employee seeking leave due to a qualifying exigency must notify his/her immediate supervisor as soon as practicable under the facts and circumstances. An employee seeking to use family military leave to care for a military service member with a serious injury or illness notify his/her immediate supervisor at least thirty (30) days before the expected departure date or as soon as is practicable. In both cases the employee must submit a leave-of-absence request form and notice of intent to return as an active employee. The leave-of-absence request form must include the appropriate

legal and/or medical documentation, and notice of intent, signed by the employee and the supervisor, should be forwarded to his/her Division Director and the Director, Human Resources by the employee.

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

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

If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of his/her FMLA Leave, that

employee must use such leave credits for which he/she is eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement. Otherwise, the FMLA Leave shall be unpaid.

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

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

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

If during the period of the FMLA Leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or

benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

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

Section 10. Maternity and Adoptive Leave

A. A full-time or part-time employee who has completed her/his probationary period of six (6) consecutive months (or as extended in accordance with the provisions of Article 11A), and who is absent from his/her employment with the Authority for a period not exceeding eight (8) weeks for the purpose of giving birth or adopting a child, and who has given notice of his/her intention to return, shall be granted a maternity or adoptive leave without pay if the employee's request for such leave is made to and approved by the Authority at least two (2) weeks in advance of the anticipated date of departure. Approval of a request for leave occurs only when the "Request of Leave" form is signed by the Director, Human Resources Department or his/her designee. If an employee has accrued sick leave, personal leave, compensatory leave or vacation credits at the commencement of his/her

maternity or adoptive leave, the employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, compensatory leave, or vacation provisions of this Article or Article 8. Mutual Aid provisions of this Agreement may also be available in the event of pregnancy-related disability in accordance with criteria established by the Joint Labor/Management Committee. The Authority may, in its discretion, assign an employee to back fill for an employee who is on maternity or adoptive leave. Such assignment is not subject to the grievance procedure, except for grievances alleging violations of Article 15.

B. At the expiration of the maternity or adoptive leave, the employee will be restored to his/her previous position or similar position with the same status, pay, and length of service credit as of the date of his/her leave. If during the period of the leave, employees in the same or similar position in the Authority have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the Authority. An employee may apply to return to his/her position on a part-time basis provided the supervisor is notified in writing. If such leave is to exceed eight (8) weeks, a request for an extension, supported by a Doctor's

Certificate, must be submitted, two (2) weeks prior to the expiration of the eight (8) week leave, if the employee knows an extension is needed, to the Director, Human Resources Department or his/her designee or must be taken in accordance with the personal or vacation leave provisions.

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

D. An employee on maternity or adoptive leave may have his/her group insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.

Section 11. Other or Extended Family Leave – Non FMLA

A. Upon written application to the Authority, including a statement of any reasons, any employee

who has completed his/her probationary period, who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted Other or Extended Family Leave – Non FMLA for a period not exceeding fourteen (14) weeks. Such leave shall be without pay or benefits for such period. The Authority may, in its discretion, assign an employee to backfill for an employee who is on Other or Extended Family Leave – Non FMLA. Such assignment may not be subject to the grievance procedure except for grievances alleging violation of Article 15. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for employee's own serious health condition, or to make arrangements for care of, the employee's spouse, parent, grandparent, grandchild, brother, sister, person living in the same household, or child, whether or not the child is the natural, adoptive, foster, stepchild, or child under legal guardianship of the employee. An employee may apply to return to his/her position on a part-time basis provided the supervisor is notified in writing.

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

under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement.

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

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

Section 12. Education Leave

Employees may be granted a paid leave of absence, in accordance with the policies of the Authority for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability relevant to unit positions. The employee shall not suffer any loss of seniority or benefits as a result of

such leave. All requests for such leave must be submitted three weeks in advance of the event to be attended, with supporting documentation, to the employee's supervisor. No leave is granted without the approval of the employee's division director and the Director, Human Resources Department or his/her designee.

Such paid leave of absence shall be distributed equitably among the employees. Preference shall be given to employees with more than two (2) years of service.

Section 13.

For the purpose of Article 7 - Leave, Article 8 - Vacations and Article 9 - Holidays, the term "day" in respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half or eight hour workday shall mean seven and one-half (7 ½) or eight (8) hours, whichever is appropriate, and for the purpose of Article 8 - Vacations, the term "week" with respect to such employees shall mean thirty-seven and one-half or forty hours, whichever is appropriate.

ARTICLE 8
VACATIONS

Section 1.

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

Section 2.

A. Effective July 1, 1999 vacation leave with pay shall be credited to full-time employees employed by the Authority on the last day of each full month based on work performed during the month as follows:

<u>Length of continuous full-time</u> <u>"Creditable Service" for the</u> <u>employee as of June 30th</u>	<u>Vacation Credit</u> <u>Accrued</u>
Less than three years	5/6 days/month
Three years, but less than six years	1 1/4 days/month
Six years, but less than nineteen and one-half years	1 2/3 days/month
Greater than nineteen and one-half years	2 1/12 days/month

Employees receiving vacation in amounts greater than those shown above shall continue to receive those amounts.

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

1. Those employees, transferred pursuant to the provisions of Chapter 372 of the Acts of 1984, shall receive credit for all service from the first day of service with the Authority plus all service credited by the state agency, where the employee may have previously worked, and all service thereafter becomes "creditable service" provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article.
2. For employees hired by the Authority, all service beginning on the first working day and all service thereafter becomes "creditable service" provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article.

Section 3.

A full-time employee on leave without pay and/or absent without pay for twenty or more cumulative days in any vacation year shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled workdays in the vacation year.

In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of creditable service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness or injury requiring hospitalization for all or a portion of the period of absence
- when, through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others
- industrial accident while working for MWRA
- maternity / adoptive leave
- family leave
- military leave
- educational leave
- civic duty leave

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

Section 4.

Vacation leave earned during any vacation year in which an employee achieves the next higher vacation accrual status shall be credited at the rate at which the employee began the current vacation year. On or about the June 30th following the date the employee reaches the next higher vacation accrual status the employee will be credited with one (1) week vacation. The new accrued rate is then applied from July 1st on.

No vacation leave may be taken without supervisory approval. All requests for vacation leave to exceed one day must be made in writing at least seven (7) calendar days in advance of the first vacation day requested.

Section 5.

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

Section 6.

A regular part-time employee who is absent without

pay and/or on leave without pay for that number of hours that his/her service bears to twenty days of service of a full-time employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year. In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of creditable service for the purpose of vacation credit unless such leave or absence is attributable to one of the following reasons:

- serious illness or injury requiring hospitalization for all or a portion of the period of absence
- when through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others
- industrial accident while working for MWRA
- maternity / adoptive leave
- family leave
- military leave
- educational leave
- civic duty leave

in which case "creditable service" for purpose of

vacation credit shall not be affected.

Section 7.

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

Section 8.

The Authority shall grant vacation leave in the vacation year in which it becomes available, unless in the Authority's opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the Authority, shall be given to employees on the basis of creditable years of employment with the Authority. Unused vacation leave earned during the previous two (2) years may be carried over on July 1 for use during the following vacation year. Annual earned vacation leave credit not used by June 30 of the second year after it was earned will be forfeited to the Mutual Aid Fund.

The supervisor is charged with the responsibility of seeing that vacation is taken in order that the employee does not lose vacation credits. Each

employee shall receive annually on or before April 1 a preliminary statement of the available vacation credits.

Section 9.

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

Section 10.

If requests for vacation leave are made in accordance with Section 4 of this Article, charges to vacation leave credit may be allowed in units of one-half day and at least one day of vacation leave per year may be taken in increments of two hours.

Section 11.

Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Authority may authorize the payment of such compensation in the following order of precedence:

- First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the employee's retirement system; and,
- Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 12.

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

A. Serious illness or injury of the employee; or

B. Dismissal through no fault or delinquency attributable solely to the employee.

Section 13.

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

Section 14.

Employees who are reinstated after military leave as referred to in Section 13 may be granted one full year's vacation leave for the year in which they returned or return, provided that prior to such military leave vacation had not been used or

compensation paid in lieu thereof for the same year.

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

Section 15.

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

Section 16.

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

Section 17.

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

ARTICLE 9 HOLIDAYS

Section 1.

The following days shall be holidays for employees:

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

Section 2.

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

Section 3.

When a holiday occurs on a regularly scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her

regular day's pay for such holiday.

Section 4.

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five or more days, he/she, at the option of the Authority, shall receive pay for one day at his/her regular rate or one compensatory day off with pay within sixty (60) days following the holiday to be taken at a time approved by the Authority.

Section 5.

Effective July 1, 1999, any employee in Job Grade 24 and below who is required to work on Thanksgiving Day holiday and/or Christmas Day holiday shall receive compensation at two times his/her regular rate of pay in addition to holiday pay. Effective July 1, 1999 any employee in Job Grade 25 and above who is required to work on Thanksgiving and/or Christmas Day shall receive two (2) compensatory days off for each holiday worked in addition to receiving pay for the holiday worked. Effective on the execution of this agreement, any non-continuous operations employee (that is, employees other than the Grade 16 Senior Engineering Aides presently working in Southborough) in Job Grade 24 and below who is

required to work on any other holiday shall receive compensation at time and one-half his/her regular rate of pay for all work performed on that day in addition to holiday pay. Effective on the execution of this agreement, any non-continuous operations employee (that is, employees other than the Grade 16 Senior Engineering Aides presently working in Southborough) in Job Grade 25 and above who is required to work on any other holiday shall receive one and one-half (1 ½) compensatory days off for each holiday worked in addition to receiving pay for the holiday worked. An employee in continuous operations (that is, the Grade 16 Senior Engineering Aides presently working in Southborough) who is required to work on a holiday shall receive one compensatory day off within sixty days following the holiday to be taken at a time approved by the Authority or if the compensatory day cannot be granted, because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 6.

An employee who is on industrial accident leave, leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or the compensatory time

off for that holiday.

Section 7.

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

Section 8.

A part-time employee shall earn pay for a holiday or compensatory time in the same proportion that his/her part-time service bears to full-time.

A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the number of hours he/she is regularly required to work, may use other available leave time, or upon the request of the employee and approval of the Authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the Authority subject to operational needs.

ARTICLE 10
EMPLOYEE EXPENSES

Section 1.

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

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment, whichever is less. After an employee is assigned to a temporary assignment for twelve (12) months, provided that there has been no intervening assignment to other locations, he/she shall be allowed transportation expenses for the distance between his/her home and the temporary assignment less eight miles or between his/her regularly assigned office and his/her temporary assignment, whichever is less.

C. Employees shall not be reimbursed for

commuting between their home and office or other regular work location. With the approval of the Director, Human Resources Department, an employee's home may be designated as his/her regular office by the Authority for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

D. Employees shall be compensated for reasonable costs of garages, parking and tolls, taxicabs and telephone toll calls and other approved expenses incurred for job-related purposes.

Section 2.

An employee who is assigned to duty that requires a business related trip involving an out-of-state destination or a need for an overnight accommodation shall be reimbursed for reasonable charges for lodging, and for meal expenses, including reasonable tips, not to exceed thirty (30) dollars per day. Non-receipted meals costing over ten (10) dollars will not be reimbursed.

Section 3.

Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or

employees who work three or more hours, exclusive of meal times, on a day other than their regular work-day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

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

This item shall be reopened for negotiation if higher rates are set by the Authority.

Section 4.

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

ARTICLE 11 SALARY RATES

Section 1.

A. Effective June 25, 2011 there shall be a 2% across-the-board salary increase.

B. Effective June 30, 2012 there shall be a 1.5% across-the-board salary increase.

C. Effective December 29, 2012 there shall be a 1.5% across-the-board salary increase.

D. Effective June 29, 2013 there shall be a 2% across-the-board salary increase.

Section 2.

A. Salary rates and the effective dates of salary increases of full-time employees are set forth in Appendix C-2, C-3 and C-4 of this Agreement which are attached hereto and hereby made a part of this Agreement.

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

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

Section 3.

Step 1 shall be the hiring rate for employees hired or reemployed on or after the effective date of this

Agreement, except in cases where an employee is hired by the Authority at a salary rate approved by the Authority above the hiring rate.

All other employees in the same title as the newly hired employee shall proceed to the salary rate of the newly hired employee, if MOSES demonstrates that the incumbents possess the same level of expertise or experience and there exists no documented evidence of concern regarding performance of the incumbents within the preceding year.

Section 4.

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

The fifty-two (52) weeks for calculating a step increase are counted from the date of hire or the date of entry into the current step, whichever is most recent. The effective date of the new step is

the first day of the payroll period following the completion of fifty-two (52) weeks of creditable service (two hundred sixty (260) cumulative days of full pay accrued in no fewer than fifty-two (52) weeks) in a step.

In the event an employee is denied a step rate increase, he/she shall be given a written statement of reasons therefor (for example, documented unsatisfactory performance) not later than five (5) days after the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Whenever an employee receives a promotion to a title in a higher job group, the employee's new salary rate shall be calculated as follows:

1. determine the employee's salary rate at his/her current job grade;
2. add to this figure the "promotion factor" of the higher job grade (the one to which he/she is being promoted);
3. compare the resultant sum to the rates for the higher job grade into which the employee is promoted; and
4. the employee's salary rate shall be the first rate in the higher job grade that at least equals the resultant sum.

Section 5.

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

Section 6.

An employee from within and without the bargaining unit lowered in job grade shall be placed in a step in grade in his/her new job grade based upon the highest salary received through the following calculation:

1. credit for the step previously held in the job grade plus years of service in higher job grades, or
2. credit for the step previously held in the next lower job grade plus years of service in higher job grades plus the promotion factor of the new job grade.

However, under no circumstances shall an employee receive a salary higher than that received in the position held prior to being lowered in job grade.

Section 7.

A. Employees entering a title within the bargaining unit covered by this Agreement from a title outside the bargaining unit in the same salary grade shall be placed at the first step in grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be reduced in compensation by such entry into the bargaining unit and his/her anniversary date shall not be changed.

B. Whenever an employee enters a title in a higher job grade, from a title outside the bargaining unit, the employee's new salary rate shall be determined in the same manner as set forth in Section 4, paragraph B, above.

Section 8.

No present or former employee shall be denied any benefits otherwise due under the provisions of this Agreement because of the delay in reaching agreement beyond June 30, 2003.

Section 9.

Notwithstanding any other provisions of this Agreement to the contrary employees who are reinstated or re-employed within three (3) years of

their involuntary separation from the Authority's payroll because of layoff/displacement shall receive rates of pay based on creditable years of service:

1. Such employees shall be placed in the appropriate job grade consistent with the title for which they are recalled.
2. Should such employees return to their old job grade, they will be placed in the step rate in which they were employed at the time of separation.
3. In the case of employees who return to Authority service in a higher or lower job grade, the practice applicable for step-rate placement for promotion or demotion shall apply.

Section 10.

Excepting use of vacation or personal time while awaiting workers' compensation claim approval, an employee on industrial accident leave may not receive pay for any week that exceeds the regular weekly salary.

The employee may not use more sick, vacation or personal time than the difference in value between regular weekly salary and weekly compensation benefits.

Section 11. Longevity Pay

As soon as feasible after the last day in June payroll calendar month, full-time employees with the "creditable service" (as defined in Article 8, Section 2B and Section 3) indicated below, calculated as of the last workday in each fiscal year encompassed by this Agreement, will receive the corresponding indicated payment, which payment will not vary the salary received by the employee and will have no effect on any other payments or differentials received by the employee:

<u>Completed years of creditable service</u>	<u>End of fiscal year payment</u>
5 or more but less than 10	\$375
10 or more but less than 15	\$700
15 or more but less than 20	\$1025
20 or more	\$1350

ARTICLE 11A PERFORMANCE EVALUATION

Section 1. Purpose

In order to provide a method for recognizing the quality performance of employees, the parties agree to the performance evaluation program described below.

Section 2.

A. A new performance evaluation system shall be established for all employees covered by this Agreement to become effective on July 1, 2001. The new system as indicated in Attachment I will include an objective-based evaluation system, a revised evaluation form, a performance rating system with ratings descriptions and supervisory evaluative criteria. The performance evaluation year will be the fiscal year. All supervisors of MOSES employees and all MOSES employees will receive appropriate training in the new system.

B. Said system shall meet the following criteria (subject to formal promulgation under M.G.L. Chapter 31, 6A, if required):

1. All employee evaluations shall be in writing and shall be included in the employee's official personnel file.
2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade designated by the Authority (except in cases of potential conflict of interest or other legitimate reasoning).
3. Formal evaluations shall be completed at least once per year for each employee but not more than twice per year. Ongoing

discussion of expectations and performance is, nevertheless, encouraged.

4. Early in the evaluation period, the supervisor shall meet with the employee and shall inform the employee of the primary expectations and procedures to be utilized in evaluating the employee's performance.
5. The assessment criteria shall be as objective and job-related as practicable.
6. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress.
7. At or near the end of the evaluation period, the supervisor shall meet with the employee. The employee shall have the right to submit a self appraisal which shall not be introduced in any disciplinary hearing by the Authority. The supervisor shall inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof.
8. Following the employee's review and signature, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.

9. If an employee works for different supervisors during a rating period, the last supervisor for whom an employee works during the rating period is responsible for completing a final evaluation of the employee after conferring with the employee's previous supervisors during the rating year unless these supervisors are no longer employed by the Authority. The rating supervisor must give appropriate weight to other supervisors' evaluations.

C. The parties agree to meet at the request of MOSES and to review and discuss any changes to the evaluation system other than those agreed to herein.

D. Any employee who as a result of an evaluation pursuant to this Agreement receives an overall rating of unsatisfactory ("below" expectations) shall have the right to grieve said rating through Step II of the Grievance Procedure.

In the event that the employee is not satisfied with the grievance response, the employee may file, through MOSES, within fourteen days, with the Authority a request for review of the Step II determination. Said review shall be conducted by a tripartite panel consisting of one person designated

by MOSES, one person designated by the Authority and one person designated by the chairman of the Board of Conciliation and Arbitration. The standards of review to be applied by the panel shall be whether the evaluation rating is arbitrary, discriminatory or whether it is clearly erroneous. The decision of the tripartite panel shall be final and binding.

E. Nothing in this Agreement shall be construed as limiting in any way any other appeal rights provided by law, if any.

F. The Authority shall develop and periodically provide orientation for employees concerning the performance evaluation system established by this Article.

Section 3. Probationary Evaluation

A. To facilitate the determination whether an employee should be retained or any performance deficiencies may be corrected during or after his/her first six months of consecutive service (the initial probationary period), the Authority will instruct managers and supervisors of MOSES represented employees to (a) complete a "Probationary Evaluation Form" for each employee when the employee has served three consecutive months, (b) discuss the results with the employee, (c) plan how

any identified performance deficiencies are to be corrected during the remainder of the probationary period, (d) conduct a final probationary evaluation prior to the employee's completion of the probationary period and, at the same time, recommend continued employment, not more than one extension of the probationary period for not more than ninety days or termination. If a probationary period is extended, that extension will continue an employee in probationary status until the completion of the extended period or any earlier continued employment or termination decision. Further, when a probationary period has been extended, a second "Final Evaluation" must be completed prior to the expiration of the extended probationary period.

B. Until the successful completion of his/her probationary period, neither the employee nor MOSES may challenge through the grievance (including arbitration) procedure any decision made by a manager or supervisor of a unit employee so long as such decision has been approved by the employee's division director and not disapproved by the Department of Human Resources. This evaluation system for probationary employees will conform with Section 2.B. 1., 2., 4., 6., 7., 8. (though an employee's failure to sign the form will not invalidate the appraisal) and 9.

ARTICLE 12
GROUP HEALTH INSURANCE
CONTRIBUTIONS

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

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

ARTICLE 12A
HEALTH AND WELFARE FUND / DENTAL
INSURANCE

Section 1.

The parties agree to allow those MOSES represented employees who are participating in the Authority's dental insurance plan prior to the date of execution of this Agreement to continue to participate in the dental insurance provided by the Authority at the same percentage of the total cost as that paid by other Authority employees. Bargaining unit employees who subsequently leave the Authority's dental insurance plan are not eligible for re-enrollment.

On behalf of those employees not participating in the Authority's dental insurance plan, the parties further agree to remain in the MOSES Health and Welfare Fund under an Agreement and Declaration of Trust executed previously by MOSES and the Authority. The Authority agrees to contribute monthly to the Fund the amounts specified below.

Employees participating in the Authority's dental insurance plan, who elect to participate in the MOSES Health and Welfare Fund prior to three (3) months after this Agreement's signing date, will be immediately covered by the MOSES Health and

Welfare Fund. Employees participating in the Authority's dental insurance plan, who elect to participate in the MOSES Health and Welfare Fund on or after April 1, 1995, will be subject to the MOSES Health and Welfare Fund's waiting period which is presently six (6) months.

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

Section 2. Funding

Effective upon execution of this Agreement the Authority agrees to contribute on behalf of each full-time employee equivalent participating in the MOSES Health and Welfare fund the sum of fourteen dollars (\$14.00) per calendar week, fourteen dollars and fifty cents (\$14.50) per calendar week effective January 1, 2014 and fifteen dollars (\$15.00) per calendar week effective June 1, 2014.

The contributions made by the Authority to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative

expenses of the Fund. The contributions shall be made by the Authority in the aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected. The Authority shall forward a list of all employees for whom contributions are made to the Trust, together with such contributions.

Section 3. Non-Grievable

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

Section 4. Authority's Liability

It is expressly agreed and understood that the Authority does not accept, nor is the Authority to be charged with, any responsibility connected with the determination of liability to any employee claiming any benefit from the Health and Welfare Fund. The Authority's liability shall be limited to the contributions indicated under Section 2, above.

ARTICLE 12B
TUITION REMISSION AND ASSISTANCE

Section 1. Remission

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

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any community college, state college or state university, excluding the M. D. program at the University of Massachusetts Medical School, full tuition remission shall apply;

B. For enrollment in any non-state-supported course or program offered through continuing education at any community college, state college or state university, excluding the M. D. program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply;

C. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to the approval of the Board of Regents of Higher Education and the policies and procedures of same.

Section 2. Assistance

Full-time employees shall be entitled to participate in the Authority's Tuition Reimbursement Program adopted or amended by the Authority from time to time, if (a) the Authority's qualifications for participation in this program are met, and (b) if any course or program to which the employee seeks admission is not offered at any state institution or, if offered, does not meet the employee's and the Authority's needs. In the latter event, participation in this program will be permitted only with the permission of the Human Resources Director, which permission will not be unreasonably withheld if the employee submits a request citing "good reason(s)" why available state-supported courses are less advantageous to the employee and the Authority. The annual maximum reimbursement will be \$2,500.00 for any employee participating in the program.

Notwithstanding the provisions of (b) above, employees who are presently participating in the program will be allowed to continue such participation though this provision will not be construed to mean that applications for assistance may not be denied.

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

Section 1.

The Authority may fill vacancies in job titles from employees in the same grade who seek a change of position and submit to the Division Director a written application on a change of position form issued by the Authority. The division shall forward a copy of the application form to the Director of Human Resources. A request for change of position will remain valid until the end of the fiscal year in which it is submitted. Employees who wish to withdraw such request shall notify the Division Director in writing. Once an employee accepts a position sought through this procedure, the employee will have no right to return to his/her former position.

Selection will be made on the basis of seniority from among those employees considered by the Authority to be able to adequately perform the duties of the position. If an acceptable candidate is not found using this method, the Authority may follow its posting procedure and seek additional applicants.

Section 2.

A promotion shall mean an advancement to a higher bargaining unit salary grade within the jurisdiction of the Authority. This Article is applicable to all bargaining unit promotions except those reasonably anticipated to be for less than one year and its application in all cases is restricted to employees who possess the education, training, and/or experience requirements established by the Human Resources Department for appointment to the relevant position. This Article shall apply only when promoting employees to positions within the bargaining unit.

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

Section 3.

The following factors shall be used by the Authority in evaluating applicants for a given bargaining unit vacancy.

1. Ability to do the job as determined by:
 - a. Experience and job performance in the

- same or related work
- b. Education and training related to the vacant position
- 2. Seniority, as measured by length of service
- 3. Work history.

Section 4.

A. Positions to be filled under the provisions of this Article shall be posted throughout the Authority for five workdays wherever employees covered by this Agreement are employed. The Authority may reasonably determine the positions in which employees must be employed and/or requisite related work experience the employees must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, salary grade, and other pertinent information. The Authority may receive and consider applications from persons outside the Authority simultaneously with applications from employees for a vacancy posted under these provisions.

If an employee has filed a written request with the Human Resources Department, the Authority shall mail a notice of such posting to such employee to the address designated in such request, during a period of time in which the employee may be absent for vacation, sick leave, maternity/adoptive leave, family leave, leave of absence, or similar leave.

B. An employee promoted in accordance with this Article whose performance is unsatisfactory may be returned to his/her immediately previous job title. If an employee's performance is determined to be unsatisfactory at any time during the six month probationary period, such determination shall not be subject to the grievance procedure. If the employee's performance is determined to be unsatisfactory and his/her former position is not available, he/she shall be entitled to the layoff/recall provisions of this Agreement.

Any employee who transferred under the provisions of Chapter 372 of the Acts of 1984 shall, if the employee has accepted a promotion or has been reassigned by the Authority to an assignment other than the one held at the time of transfer, be entitled to revert to his/her former position and he/she shall not be deemed to have lost any Chapter 31 rights with respect to the former position.

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

D. At any time prior to the mid-point of the above

designated probationary period, an employee may request to return to his/her former job title under the jurisdiction of the Authority and such request will be granted.

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

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

G. Notwithstanding the above paragraphs, employees may return to their former job titles under these provisions provided there is a position available.

H. At the time the vacancy is filled, the unsuccessful applicant(s) for a promotion to a vacancy posted under these provisions shall receive a notice on a non-selection form (FORM C) stating the reason(s) for non-selection.

I. This Article is a statement of the current policy of the Authority and is not subject to the

arbitration procedure.

ARTICLE 14 CONTRACTING OUT

When the Authority contracts out work which will result in the layoff of an employee who performs the function that is contracted out, MOSES shall be notified and the Authority and MOSES shall discuss the availability of similar positions within the Authority, the availability of positions within the Authority for which the laid-off employee is determined to be qualified, and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

ARTICLE 14A IN-HOUSE WORK COMMITTEE

A special MOSES/Management Committee exists to advise the Executive Director on contracting out of personnel services. The Committee consists of three (3) persons designated by MOSES and three (3) persons designated by the Authority.

The Committee shall develop and recommend to the Executive Director procedures and criteria

governing the purchase of contracted services by the Authority where those services are of a type traditionally performed by bargaining unit employees. The Committee shall examine the cost-effectiveness of proposed or contemplated contracts.

Nothing in this Article shall limit the authority or ability of the MWRA to contract out services in accord with applicable law or regulation.

ARTICLE 15 OUT OF TITLE WORK

Section 1. Work in a Lower Grade

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

Section 2. Work in a Higher Grade

Any employee who is assigned by the Authority to perform work in a higher grade for a period of more than thirty (30) days shall receive the salary rate for the higher position from the first day of the appointment, if the assignment has been approved in writing within that period by the Director,

Human Resources Department. To seek approval, a copy of Form A, attached to this Agreement, must be completed whenever a temporary assignment to a higher grade is expected to exceed thirty (30) consecutive calendar days. The approval of the assignment shall take effect as of the first day of the assignment, unless the employee is notified in writing no later than thirty (30) days after such assignment that approval by the Director, Human Resources Department is denied. The employee may file a grievance for such pay no later than fifteen (15) days after receipt by the employee of such denial in writing.

This Article shall not apply to working in a higher grade when the holder of the higher grade is absent on vacation leave.

Section 3. Overtime Compensation

An employee who performs overtime work in a grade other than his/her own shall have overtime compensation computed at his/her regular step rate of pay for his/her regular position or the first step rate of the other grade, whichever is higher.

ARTICLE 16
CLASSIFICATION AND RECLASSIFICATION

Section 1. Job Description

The Authority shall provide MOSES with a copy of the job description of each title covered by this Agreement.

Section 2.

Each employee in the bargaining unit shall be permitted by the Authority to have access to examine his/her job description.

Section 3.

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

Section 4.

MOSES and the Authority agree to jointly examine six (6) benchmark titles (Senior Engineering Aide, Sampling Associate, Assistant Civil Engineer, Project Engineer, Principal Civil Engineer, and Project Manager). The purpose of this examination is to produce information that will help ensure

internal equity among unit job title classifications and grades and help determine their relationship to the relevant market.

ARTICLE 17 LAY-OFF - RECALL PROCEDURE

Section 1. Seniority

For those employees transferred to the Authority under the provisions of Chapter 372 of the Acts of 1984 seniority shall mean all service from the first day of service with the Authority plus all service credited by the state agency where the employee previously worked. Seniority shall mean all service within the Authority for all other employees.

In computing seniority any break in service for three (3) years or less due to an involuntary layoff shall be included in the total seniority as with military, maternity/adoptive, education and industrial accident leave.

Section 2. Notice

A. Notice to MOSES: In the event the Authority becomes aware of an impending reduction in workforce, it will make every effort to notify MOSES at least twenty (20) calendar days prior to the layoff.

Within five (5) days of notification of the impending layoff, the Authority shall meet with MOSES to discuss the impact of the layoff on the affected employees, including the availability of similar positions within the Authority and the availability of any training program which may be applicable to the employees. During the discussion, the Authority will provide MOSES with a seniority list for bargaining unit employees and a list of fillable vacant bargaining unit positions.

B. Notice to Employees: In the event of an actual layoff, the Authority will layoff the least senior employee in the affected title by notifying the affected employees in writing not less than ten (10) working days in advance of the layoff date and will send a copy of such notice to MOSES. Where notices are sent by first class mail, the time shall begin to run on the date of the mailing of the notice.

Section 3. Bumping Procedure

Any employee who has been notified that he/she will actually be laid off may file with the Authority, within five (5) working days of receipt of such notice of layoff, a written request to be demoted to a bargaining unit position in the next lower title or titles for which he/she is determined qualified by the Authority, provided that there is an employee junior to him/her in such lower title or titles.

Section 4. Lateral Transfer

The employee who is to be laid off shall have the opportunity to transfer laterally to a fillable, vacant, bargaining unit position in any other title within the Authority for which he/she is qualified. Where practicable, the Authority will afford employees who notify it of their intent to transfer laterally under this section, three (3) working days to consider their options. An employee who is determined to be qualified for a vacant position may not withdraw his/her request to fill the vacant position more than three (3) days after the determination, if it would require a less senior employee who has exercised his/her rights to reverse his/her decision.

Section 5. Recall Procedure

A. The Authority shall maintain a recall roster from which laid off employees will be recalled to positions to be filled in accordance with their seniority and in accordance with their qualifications to perform the work.

B. The Authority shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant bargaining unit positions for which the laid-off employee is determined qualified by the Authority.

C. A laid-off employee will remain on the recall roster for three (3) years, except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.

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

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

ARTICLE 18 TRAINING AND CAREER LADDERS

Section 1.

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

recommendations and their implementation.

Section 2.

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

ARTICLE 19 SAFETY AND HEALTH

Section 1.

The Authority agrees to provide a safe, clean, wholesome surrounding in all places of employment. At least once per week the Authority shall inspect the premises to maintain good housekeeping. The Authority shall inspect extension cords, lighting, floors, ceilings and walls, stairs, roofs, ladders, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric devices, storage spaces, trucks, conveyor belts, containers, packing cases, machines, tools and any other physical property used in any place of employment.

Section 2.

In locations such as manholes where valves or other

control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein and that sufficient oxygen exists before permitting any employee to enter the manhole for any reason. When such gases are present, no employee shall be permitted to enter the manhole until the situation is corrected. Harnesses and other protective and/or retrieval devices must be used where any danger is present.

Section 3.

Where it is necessary to make excavations the supervisor of the work location shall provide protective systems (e.g., proper shoring) in all circumstances where there is any reasonable probability of a cave-in.

Section 4.

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

Section 5.

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

Section 6.

Each Director shall issue instructions to all supervisory personnel to carry out the provisions of this Article. The parties agree that all supervisors and all employees are responsible for adherence to safe work practices.

Section 7.

When an employee reports any condition which he/she believes to be injurious or potentially injurious to his/her health to the supervisor of a work location, the supervisor shall correct the situation if within his/her authority, or shall report said complaint to his/her supervisor.

Section 8.

A copy of the provisions of this Article shall be provided to each supervisor of unit employees.

Section 9.

Rules and regulations issued by the Division of Industrial Safety pertaining to the use of power tools; for the prevention of accidents in window cleaning; for common drinking cups and common towels in factories, workshops, manufacturing, mechanical and mercantile establishments; for safeguarding power press tools; for toilets in industrial establishments; to govern compressed air work; to establish safety rules and regulations and machinery standards; relating to safe and sanitary working conditions in foundries; relative to benzol, carbon tetrachloride and other substances hazardous to health; for the prevention of accidents in construction operations; pertaining to structural painting; for the care of employees injured or taken ill in industrial establishments; for safeguarding woodworking machinery; lighting codes for factories, workshops, manufacturing, mechanical and mercantile establishments; and any other rule or regulation adopted by the Department of Labor and Industries (DLI) intended to govern the prevention of accidents or industrial diseases and not inconsistent with the provisions of this Agreement are all incorporated herein, unless the Authority demonstrates to the satisfaction of MOSES that any such rule or regulation no longer represents the position of DLI or the professional safety community.

Section 10.

The parties recognize that employees of the Authority involved in the following activities as part of their work duties may be exposed to materials hazardous to their health:

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

Such employees shall be given a physical examination on an annual basis at no cost to the employee.

The MOSES/Authority Management Committee shall meet and identify those employees to whom the provisions of this subsection shall apply from time to time.

Section 11.

Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending

physician may make a written request to the Authority for a temporary reassignment within their job description or a comparable position, and may have their duties modified or be reassigned for the duration of the pregnancy. Upon request by management, the employee will provide substantiating medical evidence.

Section 12.

Supervisors shall not knowingly make work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances such as asbestos, arsenic, pcb, etc.

Section 13.

The person in charge of the location will make reasonable efforts to have the air quality checked where MOSES alleges in writing that the air quality is inferior. If the air quality is found to be substandard, the person in charge of the location shall make reasonable efforts to improve it.

Section 14.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure set forth in Article 22 but may not be the

subject of arbitration.

ARTICLE 19A
WORK APPAREL

The parties agree to establish a Work Apparel Article. The parties agree that the Joint Labor/Management Committee will develop criteria and procedures for implementation of this Article.

ARTICLE 20
CREDIT UNION DEDUCTION

The Authority agrees to deduct from the regular salary payments (not a draw) of employees an amount of money, upon receipt of the employee's written authorization for the deduction, for the purchase of shares in, making deposits to, or repaying a loan to a credit union organized under appropriate provisions of law by MOSES. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the Authority and the treasurer of the credit union thirty (30) days in advance of the desired cessation of payroll deduction.

ARTICLE 21
ARBITRATION OF DISCIPLINARY ACTION

Section 1.

No employee who has been employed by the Authority for six consecutive months or more, and who has successfully completed his/her initial probationary period, shall be discharged, suspended, demoted, warned or reprimanded for disciplinary reasons arbitrarily or capriciously. Any employee who severs his/her employment with the Authority must serve an additional initial probationary period of six (6) consecutive months upon reemployment whether in the same or a different job title.

Section 2.

In the event that an employee is not given a hearing prior to the imposition of a warning or reprimand, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to the Step I person designated by the Authority within eight (8) working days of the date such action was taken. The grievance shall be treated as a Step I grievance and the Article 22 GRIEVANCE PROCEDURE shall apply.

Section 3.

In the event that an employee is not given a hearing prior to the imposition of disciplinary discharge, suspension or demotion, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to the Step II person designated by the Authority within eight (8) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and the Article 22 GRIEVANCE PROCEDURE shall apply.

Section 4.

In the event that an employee is given a hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of this Article shall be submitted in writing by the aggrieved employee to the Director, Human Resources Department within ten (10) working days of the date such action was taken. The grievance shall be treated as a Step III grievance and the Article 22 GRIEVANCE PROCEDURE shall apply.

Section 5.

As a condition precedent to submitting a grievance to arbitration alleging a violation of this Article, MOSES and the employee involved shall sign and

give to the Authority, on a form prepared by the Authority, a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

Section 6.

Should MOSES submit a grievance alleging a violation of this Article to arbitration pursuant to Article 22 GRIEVANCE PROCEDURE, the arbitration shall be conducted on an expedited basis.

An employee and/or MOSES shall not have the right to grieve, pursuant to this Article 21 or 22, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown, or withholding of services unless MOSES alleges that the employee did not engage in such conduct.

ARTICLE 22 GRIEVANCE PROCEDURE

Section 1.

The term “grievance” shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining agreement.

Section 2.

The grievance procedure shall be as follows:

Step I

An employee and/or MOSES shall submit a grievance in writing to the person designated by the Authority for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the Authority shall reply in writing by the end of seven (7) calendar days following the date of submission.

Step II

By mutual agreement between MOSES and the Authority, the parties may waive Step I and initiate the grievance at Step II. In the event the employee or MOSES wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing to the person designated by the Authority for such purpose within ten (10) calendar days following the receipt of the Step I decision. The person so designated shall meet with the employee and/or MOSES for review of the grievance and shall issue a written decision to the employee and/or MOSES within fourteen (14) calendar days following the day on which the appeal was filed or

seven (7) days following the day on which a hearing on the appeal, if any, was completed, whichever is later.

Step III

In the event the employee or MOSES wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to the Human Resources Department within seven (7) calendar days of the receipt of the unsatisfactory decision. The Human Resources Department shall issue a written reply by the end of twenty-one (21) calendar days following the day on which the appeal was filed, or, if a conference is held, by the end of fourteen (14) working days following the close of the conference; every effort will be made to hold such conference within fourteen (14) working days following the filing of the appeal.

Step IV

Grievances unresolved at Step III may be brought to arbitration solely by MOSES by filing with the Director of the Human Resources Department within fourteen (14) calendar days of the receipt of the Step III decision, a completed Request for Arbitration form.

Section 3.

The parties will attempt to agree on an arbitrator on

a case-by-case basis. Failing such agreement within ten (10) days of the Human Resources Director's receipt of the Request for Arbitration, MOSES may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 4.

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

Section 5.

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

Section 6.

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall

be divided equally between MOSES and the Authority. Each party shall bear the cost of preparing and presenting its own case.

Section 7.

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

Section 8.

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

Section 9.

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

agreement of the parties in writing.

Section 10.

The Authority shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

Section 11.

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

ARTICLE 23 PERSONNEL RECORDS

Section 1.

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

Section 2.

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

Section 3.

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

B. An employee may file a grievance based on a personnel evaluation or on any material which results in a negative action. Upon a determination at any step of the grievance procedure that such personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statements in response thereto.

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

ARTICLE 24
MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1.

Except as otherwise limited by an express provision of this Agreement, the Authority shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

Delivery of services to the public in the most efficient, effective, and productive manner is of

paramount importance to the Authority and MOSES. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 3.

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

Section 4.

In the event that midterm bargaining does occur for any reason during the life of this Agreement, the parties will devote their best efforts to expeditious resolution of the issues to be bargained.

Section 5.

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

Section 6.

This Agreement is subject to the provisions of Chapter 372 of the Acts of 1984.

Section 7.

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

ARTICLE 25 MOSES/AUTHORITY MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

The Committee shall meet at least four times per

year. Such meetings shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of Authority/employee relations, improvement of productivity and the feasibility of in-house underwater inspection services.

ARTICLE 26

NO STRIKES

Section 1.

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

Section 2.

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

ARTICLE 27
SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Authority of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be unenforceable, and the parties shall meet to discuss amending the provision to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. If no agreement is reached within thirty days of the date the problem arose, then disputes arising under this Article may be submitted by MOSES to expedited arbitration.

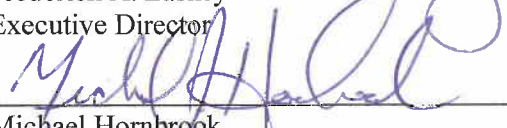
ARTICLE 28
DURATION

This Agreement shall be for a three (3) year period from July 1, 2011 through June 30, 2014, and the terms contained herein shall become effective upon execution unless otherwise specified. At the written request of either party, negotiations for a successor agreement will be commenced on or after January 1, 2014.

Signed this 21st day of May.

Massachusetts Water Resources Authority

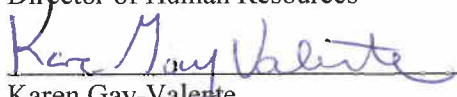

Frederick A. Laskey
Executive Director


Michael Hornbrook
Chief Operating Officer

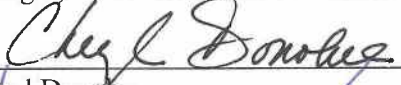

Rachel Madden
Director, Administration & Finance

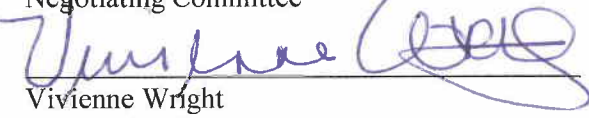

John Vetere
Deputy Chief Operating Officer



Robert Donnelly
Director of Human Resources


Karen Gay-Valente
Deputy Director of Human Resources



Steve Perry
Manager, Labor Relations & Workers' Comp.


Cheryl Donohue
Negotiating Committee


Vivienne Wright
Negotiating Committee

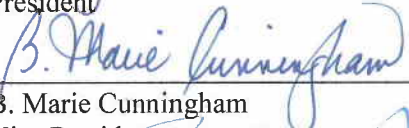

Donna McMahon
Negotiating Committee


Mary Flynn
Negotiating Committee



Carolyn Fiore
Negotiating Committee

Massachusetts Organization of Engineers and Scientists



Joseph Dorant
President

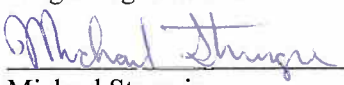

B. Marie Cunningham
Vice President

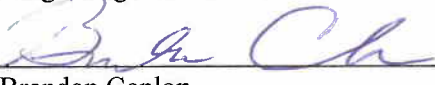

James McDonagh, Esq.
Bargaining Committee


Patrick Russell
Bargaining Committee


Mary Bezek
Bargaining Committee


Eric Renda
Bargaining Committee


Michael Strangie
Bargaining Committee


Brendon Conlon
Bargaining Committee

APPENDIX A

<u>TITLE</u>	<u>GRADE</u>
Laboratory Technician	12
Junior Engineering Aide	12
Junior Sanitary Engineering Aide	12
Data Technician	15
Senior Engineering Aide	15
Senior Lab Technician	15
Senior Sanitary Engineering Aide	15
Permit Tracker	15
Biologist I	18
Chemist I	18
Junior Bacteriologist	18
General Construction Inspector	18
Microbiologist I	18
Drafter-Mechanical	19
Junior Civil Engineer	19
Junior Sanitary Engineer	19
Junior Mechanical Engineer	19
Laboratory Supervisor I	19
Monitoring Coordinator	19
Sampling Associate	19
Senior Civil Engineering Drafter	19
Septage Inspector	19
Staff Engineer	19
Technical Assistant	19
Tidegate Inspector	19
Trap Inspector	19
Aquatic Biologist	20
Assistant Bacteriologist	20
Assistant Chemist	20
Chemist II	20
Microbiologist II	20
Quality Assurance Coordinator	20
SCADA Maintenance Technician	20
Technical Advisor	20
Assistant Civil Engineer	21
Assistant Electrical Engineer	21
Assistant Mechanical Engineer	21
Assistant Program Manager, Met./Mon.	21
Assistant Program Manager, Water Ac.	21
Assistant Sanitary Engineer	21

Compliance Assistant	21
Design/Drafting Supervisor	21
Environmental Planner	21
Environmental Scientist	21
Laboratory Supervisor	21
Mechanical Designer	21
PICS Project Engineer	21
Project Engineer	21
Project Engineer, CADD	21
Project Engineer, CSO	21
Project Engineer I & C	21
Project Engineer, Meter Eng	21
Project Engineer, Pilot Plant	21
Project Engineer, Process	21
Regional Inspector	21
Sampling Associate	21
Senior General Construction Inspector	21
Senior Septage Inspector	21
Senior Trap Inspector	21
Staff Scientist	21
Technical Writer	21
Water Resources Planner	21

Chemist III	22
Permit Developer	22
Project Coordinator, Control Valves	22
Senior Bacteriologist	22
Senior Chemist	22
Senior SCADA Maintenance Technician	22

Biologist IV	23
CADD Coordinator	23
Compliance Coordinator	23
Compliance Engineer	23
Industrial Coordinator	23
Industrial Waste Inspector	23
Laboratory Supervisor II	23
O + M Safety Specialist	23
Permit Chief	23
Safety Program Coordinator	23
Sanitary Bacteriologist and Chemist	23
Senior Sampling Associate	23
Senior Bacteriologist Chemist	23
Senior Civil Engineer	23
Senior Electrical Engineer	23
Senior Engineer	23
Senior Field Inspector	23
Senior Mechanical Engineer	23
Senior Monitor & Control Engineer	23
Senior Sanitary Engineer	23

Senior Architect	23
Source Coordinator	23
Supervisor, Inspection Branch	23
Engineering Geologist	24
Applications Engineer I	25
CADD Manager	25
Enforcement Coordinator	25
Laboratory Supervisor III	25
Manager, Environmental Compliance	25
Manager, Maintenance & Safety	25
Manager, Pumping & CSO	25
Principal Civil Engineer	25
Principal Electrical Engineer	25
Principal Mechanical Engineer	25
Principal Sanitary Engineer	25
Project Manager	25
Project Manager, Condition Monitor	25
Project Manager, Electrical	25
Project Manager, Environmental Data	25
Project Manager, Facilities	25
Project Manager, Inspection	25
Project Manager, Marine Study	25
Project Manager, Mechanical	25
Project Manager, Meter Engineering	25
Project Manager, Monitoring	25
Project Manager, Operations In	25
Project Manager, Permitting	25
Project Manager, PICS	25
Project Manager, Planning	25
Project Manager, Process Control	25
Project Manager, Process Eng	25
Project Manager, Process Monitor	25
Project Manager, Residuals	25
Project Manager, SCADA	25
Project Manager, SCADA Eng	25
Project Manager, Sp. Projects	25
Project Manager, Sr. Designer	25
Project Manager, Tech Services	25
Safety & Health Specialist	25
Sampling Coordinator	25
Senior Staff Engineer	25
Supervisor, CSO Gravity	25
Supervisor, Pipeline	25
Associate Civil Engineer	29
Associate Electrical Engineer	29
Associate Mechanical Engineer	29
Associate Sanitary Engineer	29

Construction Manager	29
Design Manager	29
Emergency Response & Special Projects Planner	29
Facility Engineering Manager	29
Laboratory Process Control Manager	29
Manager QA/QC	29
Program Manager	29
Program Manager, Condition Monitor	29
Program Manager, Chemistry	29
Program Manager, Collection PS's	29
Program Manager, Electrical	29
Program Manager, Energy	29
Program Manager, Environmental	29
Program Manager, Geotech CSO	29
Program Manager, Harbor & Outfall Monitor	29
Program Manager, I & C	29
Program Manager, Inspections	29
Program Manager, Marine Info Analyst	29
Program Manager, Mechanical	29
Program Manager, Met./Mon.	29
Program Manager, Meter Data & Eng.	29
Program Manager, Metering	29
Program Manager, Monitoring	29
Program Manager, Monitoring and Control	29
Program Manager, NPDES	29
Program Manager, Operations	29
Program Manager, Ops & Maint	29
Program Manager, Outfall Monit	29
Program Manager, PICS Control	29
Program Manager, Planning	29
Program Manager, Process	29
Program Manager, Process Control	29
Program Manager, Process Eng	29
Program Manager, Regulatory Compliance	29
Program Manager, Rehab.	29
Program Manager, Reservoir Ops	29
Program Manager, SCADA	29
Program Manager, Security/Safe	29
Program Manager, Tech. Sv.	29
Program Manager, Transport	29
Program Manager, Water/Accountability	29
Program Manager, Water Quality Monitoring	29
Program Manager, WRP	29
Regional Manager	29
Safety Supervisor	29
Administrator IV	30
Assistant Superintendent, Distribution	30
Assistant Superintendent, Electrical Maint.	30
Assistant Superintendent, Pumping	30

Assistant Superintendent, Transmission	30
Assistant Superintendent, Water Quality	30
Environmental Manager	30
Laboratory Manager	30
Laboratory Section Manager	30
Manager, Maintenance	30
Manager, Residuals Operations & Engineering	30
Manager, Start-Up Services	30
Permitting Manager	30
Senior Program Manager	30
Senior Program Manager, Control Syst.	30
Senior Program Manager, CSO	30
Senior Program Manager, Energy	30
Senior Program Manager, Map Model Design	30
Senior Program Manager, Metro Trades	30
Senior Program Manager, OCC	30
Senior Program Manager, Pipelines	30
Senior Program Manager, Planning	30
Senior Program Manager, Process	30
Senior Program Manager, Quality Assurance	30
Senior Program Manager, SCADA	30
Senior Program Manager, Special Proj.	30
Senior Program Manager, Start-up	30
Senior Program Manager, T&T Operations	30
Senior Program Manager, T&T Process Eng	30
Senior Program Manager, Tech. Services	30
Senior Program Manager, Tech. Support	30
Senior Program Manager, Transport	30
Senior Program Manager, Valves	30
Senior Program Manager, Western Maint.	30
Supervising Civil Engineer	30
Supervising Electrical Engineer	30
Supervising Mechanical Engineer	30
Supervising Sanitary Engineer	30
Construction Coordinator	30
Manager of Compliance/Enforcement	32

3-9-12
KGV
JPD
3-12-12

APPENDIX B

MWRA Drug and Alcohol Testing Policy

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

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

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

or

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

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

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

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

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

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

3-9-12
KC ✓
JAD
3-12-12

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

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

- (iv) Testing will be performed as soon as practicable after an accident and as soon as practicable following a determination of probable cause, but no later than eight (8) hours after an accident or a determination of probable cause unless due to circumstances beyond the employee's control. Employees required to undergo drug testing under this policy shall be subject to drug testing for amphetamines, Cocaine, Marijuana, opiates, Phencyclidine (PCP), barbiturates, benzodiazepines, Oxycodone, Ecstasy and inhalants. Drug and/or alcohol testing will be conducted in accordance with U.S. DOT regulations governing the testing of holders of Commercial Drivers Licenses and/or the MWRA Drug and Alcohol Testing Policy. A Union representative may accompany the employee to the testing facility.
- (2) When an employee is tested for drugs and/or alcohol based on probable cause and tests positive, but the employee has not been involved in an accident as described in (1) (ii) above nor has the employee been involved in any other violation of MWRA policy, the employee shall be immediately removed from his/her duties and the following will occur:
- (i) The employee will be subject to a maximum fifteen (15) day suspension, provided however, if the employee claims a substance abuse dependency, the employee will be referred to a Substance Abuse Professional from the MWRA Employee Assistance Program ("EAP") for evaluation. The EAP provider will make a recommendation for treatment. If the employee successfully completes all recommended treatment, including any in-patient or intensive outpatient program, the employee may return to work without serving the maximum fifteen (15) work day suspension. In the event that an employee does not claim substance abuse dependency, the employee shall receive a maximum fifteen (15) day suspension, and upon his/her return to work will be subject to random testing set forth below.

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

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

3-9-12
KCV
JPD
3-12-12

Marijuana test for which the employee will be subject to a minimum thirty (30) calendar day suspension. Any positive drug and/or alcohol test result subsequent to the first positive test, including but not limited to the twelve (12) month follow-up will result in termination of employment except in the case of a second positive Marijuana test. If the employee tests positive for Marijuana a third time (within a five (5) year period as referenced in #4 below) during the twelve (12) month period or anytime thereafter, his/her employment will be terminated.

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

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

3-9-12
KGV
JAD
3-12-12

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

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

Date: March 17, 2012

APPENDIX C

UNIT 9 WEEKLY SALARY CHART EFFECTIVE 6/25/11

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Promo
9	592.01	612.79	633.54	654.30	675.07	695.85	755.27	20.76
10	616.49	638.51	660.54	682.57	704.61	726.62	788.60	22.02
11	640.68	664.46	688.25	712.03	735.81	759.58	824.97	23.78
12	670.00	694.88	719.75	744.60	769.49	794.37	862.03	24.88
13	708.48	734.69	760.90	787.10	813.33	839.54	909.82	26.23
14	744.39	774.69	804.98	835.28	865.60	895.90	974.36	30.31
15	783.58	816.47	849.34	882.23	915.12	948.02	1,031.67	32.88
16	823.84	860.38	896.91	933.47	969.98	1,006.54	1,097.50	36.53
17	871.46	909.67	947.88	986.08	1,024.29	1,062.53	1,156.86	38.21
18	911.60	952.70	993.83	1,034.94	1,076.07	1,117.19	1,217.25	41.11
19	956.74	1,000.90	1,045.03	1,089.17	1,133.33	1,177.47	1,283.65	44.14
20	1,006.19	1,051.89	1,097.59	1,143.30	1,188.97	1,234.69	1,344.01	45.69
21	1,051.31	1,100.32	1,149.36	1,198.36	1,247.38	1,296.38	1,412.29	49.02
22	1,101.86	1,154.03	1,206.17	1,258.34	1,310.51	1,362.66	1,484.93	52.17
23	1,156.38	1,210.14	1,263.88	1,317.64	1,371.38	1,425.11	1,550.46	53.75
24	1,206.98	1,263.22	1,320.28	1,376.94	1,433.59	1,490.24	1,621.46	56.65
25	1,257.73	1,317.52	1,377.26	1,437.05	1,496.81	1,556.57	1,694.03	59.77
26	1,302.80	1,365.43	1,428.06	1,490.69	1,553.31	1,615.94	1,759.03	62.64
27	1,357.37	1,422.07	1,486.77	1,551.45	1,616.16	1,680.87	1,828.11	64.70
28	1,411.15	1,478.90	1,546.68	1,614.42	1,682.19	1,749.94	1,903.33	67.76
29	1,463.77	1,534.52	1,605.31	1,676.07	1,746.82	1,817.59	1,977.07	70.78
30	1,524.90	1,598.72	1,672.54	1,746.37	1,820.21	1,894.01	2,059.56	73.83
31	1,580.82	1,657.82	1,734.83	1,811.80	1,888.81	1,965.83	2,137.77	77.00
32	1,642.03	1,722.12	1,802.18	1,882.25	1,962.34	2,042.40	2,220.48	80.09
33	1,703.26	1,786.38	1,869.54	1,952.72	2,035.85	2,118.99	2,303.17	83.16

UNIT 9 WEEKLY SALARY CHART EFFECTIVE 6/30/12

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Promo
9	600.89	621.98	643.04	664.11	685.20	706.28	766.60	21.07
10	625.73	648.09	670.45	692.80	715.18	737.52	800.43	22.35
11	650.29	674.43	698.58	722.71	746.85	770.97	837.35	24.13
12	680.05	705.30	730.54	755.77	781.04	806.29	874.96	25.25
13	719.11	745.71	772.31	798.91	825.53	852.14	923.47	26.62
14	755.56	786.31	817.06	847.81	878.58	909.34	988.97	30.76
15	795.33	828.72	862.08	895.46	928.85	962.24	1,047.14	33.37
16	836.20	873.28	910.36	947.47	984.53	1,021.63	1,113.97	37.08
17	884.53	923.31	962.09	1,000.88	1,039.66	1,078.46	1,174.21	38.78
18	925.27	966.99	1,008.73	1,050.46	1,092.21	1,133.95	1,235.51	41.73
19	971.09	1,015.91	1,060.71	1,105.51	1,150.33	1,195.14	1,302.91	44.81
20	1,021.28	1,067.67	1,114.06	1,160.45	1,206.81	1,253.21	1,364.17	46.38
21	1,067.08	1,116.82	1,166.60	1,216.34	1,266.09	1,315.83	1,433.47	49.75
22	1,118.39	1,171.34	1,224.27	1,277.22	1,330.17	1,383.10	1,507.21	52.95
23	1,173.73	1,228.30	1,282.84	1,337.40	1,391.95	1,446.49	1,573.71	54.56
24	1,225.08	1,282.16	1,340.09	1,397.59	1,455.09	1,512.60	1,645.78	57.50
25	1,276.59	1,337.29	1,397.92	1,458.60	1,519.26	1,579.92	1,719.44	60.67
26	1,322.34	1,385.91	1,449.48	1,513.05	1,576.61	1,640.18	1,785.42	63.58
27	1,377.73	1,443.40	1,509.07	1,574.72	1,640.40	1,706.08	1,855.53	65.67
28	1,432.32	1,501.09	1,569.88	1,638.63	1,707.42	1,776.19	1,931.88	68.78
29	1,485.73	1,557.54	1,629.39	1,701.21	1,773.03	1,844.85	2,006.73	71.84
30	1,547.78	1,622.70	1,697.63	1,772.56	1,847.51	1,922.42	2,090.45	74.94
31	1,604.53	1,682.69	1,760.85	1,838.98	1,917.15	1,995.31	2,169.84	78.15
32	1,666.66	1,747.95	1,829.22	1,910.48	1,991.77	2,073.04	2,253.79	81.29
33	1,728.81	1,813.18	1,897.58	1,982.01	2,066.39	2,150.78	2,337.72	84.40

UNIT 9 WEEKLY SALARY CHART EFFECTIVE 12/29/12

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Promo
9	609.91	631.31	652.69	674.07	695.48	716.88	778.10	21.39
10	635.12	657.81	680.51	703.20	725.91	748.59	812.44	22.69
11	660.05	684.55	709.06	733.55	758.05	782.53	849.91	24.50
12	690.25	715.88	741.50	767.11	792.75	818.38	888.08	25.63
13	729.90	756.89	783.90	810.89	837.91	864.92	937.32	27.02
14	766.89	798.10	829.31	860.52	891.76	922.98	1,003.81	31.22
15	807.26	841.15	875.01	908.89	942.78	976.68	1,062.85	33.87
16	848.74	886.38	924.01	961.68	999.30	1,036.96	1,130.67	37.63
17	897.80	937.16	976.53	1,015.89	1,055.25	1,094.64	1,191.82	39.36
18	939.15	981.49	1,023.86	1,066.22	1,108.59	1,150.96	1,254.04	42.36
19	985.66	1,031.15	1,076.62	1,122.09	1,167.59	1,213.06	1,322.45	45.48
20	1,036.60	1,083.69	1,130.77	1,177.85	1,224.91	1,272.01	1,384.63	47.07
21	1,083.09	1,133.57	1,184.10	1,234.58	1,285.08	1,335.56	1,454.97	50.50
22	1,135.16	1,188.91	1,242.63	1,296.38	1,350.12	1,403.84	1,529.81	53.75
23	1,191.33	1,246.72	1,302.08	1,357.46	1,412.83	1,468.19	1,597.32	55.38
24	1,243.46	1,301.40	1,360.19	1,418.56	1,476.92	1,535.29	1,670.47	58.36
25	1,295.74	1,357.35	1,418.89	1,480.48	1,542.05	1,603.62	1,745.23	61.58
26	1,342.17	1,406.70	1,471.22	1,535.74	1,600.25	1,664.78	1,812.20	64.54
27	1,398.39	1,465.06	1,531.71	1,598.34	1,665.01	1,731.67	1,883.36	66.65
28	1,453.81	1,523.60	1,593.43	1,663.21	1,733.03	1,802.83	1,960.85	69.81
29	1,508.01	1,580.90	1,653.84	1,726.73	1,799.62	1,872.53	2,036.83	72.92
30	1,570.99	1,647.05	1,723.10	1,799.15	1,875.23	1,951.25	2,121.81	76.07
31	1,628.60	1,707.93	1,787.26	1,866.56	1,945.90	2,025.24	2,202.39	79.33
32	1,691.66	1,774.17	1,856.65	1,939.14	2,021.65	2,104.14	2,287.60	82.51
33	1,754.74	1,840.37	1,926.04	2,011.74	2,097.38	2,183.04	2,372.78	85.67

UNIT 9 WEEKLY SALARY CHART EFFECTIVE 6/29/13

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Promo
9	622.11	643.94	665.74	687.56	709.39	731.22	793.66	21.82
10	647.82	670.96	694.12	717.26	740.43	763.56	828.69	23.14
11	673.25	698.24	723.24	748.22	773.21	798.19	866.90	24.99
12	704.06	730.20	756.33	782.45	808.61	834.75	905.85	26.14
13	744.49	772.03	799.58	827.11	854.67	882.22	956.07	27.56
14	782.23	814.06	845.90	877.73	909.59	941.44	1,023.88	31.85
15	823.41	857.97	892.51	927.07	961.63	996.21	1,084.11	34.55
16	865.71	904.11	942.49	980.92	1,019.29	1,057.70	1,153.29	38.38
17	915.75	955.90	996.06	1,036.21	1,076.36	1,116.53	1,215.66	40.15
18	957.93	1,001.12	1,044.34	1,087.55	1,130.76	1,173.98	1,279.12	43.20
19	1,005.37	1,051.77	1,098.15	1,144.54	1,190.94	1,237.33	1,348.90	46.39
20	1,057.33	1,105.36	1,153.38	1,201.41	1,249.41	1,297.45	1,412.32	48.01
21	1,104.75	1,156.24	1,207.78	1,259.27	1,310.78	1,362.27	1,484.07	51.51
22	1,157.87	1,212.69	1,267.48	1,322.30	1,377.12	1,431.92	1,560.41	54.82
23	1,215.16	1,271.65	1,328.13	1,384.61	1,441.08	1,497.55	1,629.27	56.48
24	1,268.33	1,327.42	1,387.39	1,446.93	1,506.45	1,565.99	1,703.88	59.52
25	1,321.66	1,384.49	1,447.27	1,510.09	1,572.89	1,635.69	1,780.14	62.81
26	1,369.02	1,434.83	1,500.65	1,566.46	1,632.26	1,698.07	1,848.45	65.83
27	1,426.36	1,494.36	1,562.34	1,630.31	1,698.31	1,766.30	1,921.03	67.98
28	1,482.88	1,554.08	1,625.30	1,696.48	1,767.69	1,838.89	2,000.07	71.21
29	1,538.17	1,612.52	1,686.91	1,761.26	1,835.61	1,909.98	2,077.57	74.38
30	1,602.41	1,679.99	1,757.56	1,835.13	1,912.73	1,990.28	2,164.25	77.59
31	1,661.17	1,742.08	1,823.01	1,903.90	1,984.82	2,065.75	2,246.43	80.91
32	1,725.49	1,809.65	1,893.79	1,977.92	2,062.08	2,146.22	2,333.35	84.16
33	1,789.84	1,877.18	1,964.56	2,051.97	2,139.33	2,226.70	2,420.24	87.38

FORM A

Assignment to Higher Grade

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

The following employee has been temporarily assigned to work in a higher grade, effective:

(Date)

Name: _____

Current title: _____ Grade: _____

Title of higher grade: _____ Grade: _____

The assignment is expected to last until: _____
(Date)

The reason for the assignment is: _____

If this assignment exceeds thirty (30) days, the employee will be eligible for pay in the higher grade unless he/she is simply covering for vacation leave.

Required signatures:

Immediate Supervisor

Division Authorization

Director of Human Resources

cc: to employee as soon as signed by immediate supervisor

FORM B

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

(Employee completed Part I.)

Date: _____

Part I

Name: _____

Work Locations: _____

Date Of Hire: _____

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

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

Signed: _____

(Employee)

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

Part II

Timekeeper:

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

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

Signed: _____

(Timekeeper)

(Division Personnel/Payroll Supervisor completes Part III.)

Part III

Personnel/Payroll Supervisor:

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

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

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

Signed: _____

FORM C

NON-SELECTION FORM
for
PROMOTIONS UNDER ARTICLE 13

MOSES (UNIT 9) AGREEMENT 1994 - 1996

Name: _____

Position Held (Grade)

Address: _____

Position Sought (Grade)

Social Security Number:

We regret to inform you that another applicant(s) has been selected for the position you sought located at via Job Vacancy Announcement No. _____.

That applicant(s) has been selected because he/she has been deemed to be more qualified than you because of one or more of the following reasons:

1. Ability to do the job as determined by:
 - (a) Experience and job performance in the same or related work
 - (b) Education and training related to the vacant position
2. Seniority, as measured by length of service
3. Work history
4. A person from outside the Authority has been selected

This notice is for the purpose of meeting the requirements of ARTICLE 13, Section 4 (H). It does not preclude either party from raising other issues under the provisions of ARTICLE 22 of the Agreement.

By: _____
Supervisor

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



ATTACHMENT I

A handwritten signature in black ink, possibly reading "mr", is located in the top right corner of the page.

**Massachusetts Water Resources Authority
Mutual Work Review and Appraisal
For Unit 9 Employees**

Employee's Name	
Employee's Title	
Department/Division	
Anniversary Date	
Appraisal Period	Calendar Year 2001
Objectives Due Date	January, 2001
Mid-Year Review Due Date	June, 2001
Annual Review Due Date	December 2001

Supervisor's Name/Title	
Reviewer's Name/Title	

Note: This form applies to Unit 9 employees only. 10/00



Part I – Objectives

Sources for establishing performance objectives are:

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

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

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

The end product must be:

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

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

 *ym*

Objective #1

Mid-Year Review

Mid-Year Review Comments:

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

Annual Review

Annual Review Comments:

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



mr

Objective #2

Mid-Year Review

Mid-Year Review Comments:

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

Annual Review

Annual Review Comments:

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



mu

Objective #3

Mid-Year Review

Mid-Year Review Comments:

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

Annual Review

Annual Review Comments:

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



Objective #4

Mid-Year Review

Mid-Year Review Comments:

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

Annual Review

Annual Review Comments:

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

 m

Objective #5

Mid-Year Review

Mid-Year Review Comments:

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

Annual Review

Annual Review Comments:

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



mm

Objective #6

Mid-Year Review

Mid-Year Review Comments:

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

Annual Review

Annual Review Comments:

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



7m

Part 1 – Objective Acceptance

Supervisor Comments:

Signature/Date

Employee Comments:

Signature/Date

Reviewer Comments:

Signature/Date



me

Part II—Mid-Year Review Rating

Mid-Year Review Rating:

_____ Outstanding

_____ Meets with Distinction

_____ Meets

_____ Meets with Reservations

_____ Unsatisfactory *

Supervisor Comments:

Signature/Date

Employee Comments:

Signature/Date

Reviewer Comments:

Signature/Date

* Corrective Action Plan:

Employee Signature/Date

Signature/Date

*Mr*

Part III- Employee Self Assessment

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

1. List your major successes during this appraisal year:

- Refer to your performance objectives and performance factors.
- Include unanticipated accomplishments.
- Identify aspects of your performance that may have fallen short of your own expectation during the fiscal year.
- Comment on circumstances, which may have influenced your performance positively, or negatively, this fiscal year.

Comments:

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

- Skills to be acquired
- Knowledge to be gained
- Performance factors to emphasize

Comments:

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

Comments

Employee Signature	Date
Supervisor Signature	Date
Reviewer Signature	Date



mr

Part IV - Annual Review Rating

Annual Review Rating:

_____ Outstanding _____ Meets with Distinction _____ Meets
_____ Meets with Reservations _____ Unsatisfactory *

Supervisor Comments:

Signature/Date

Employee Comments:

Signature/Date

Reviewer Comments:

Signature/Date

For OUTSTANDING and MEETS WITH DISTINCTION
Annual Ratings Only

Executive Director Signature/Date

Signature/Date

* Corrective Action Plan:

Employee Signature/Date

Signature/Date



Part V – Unit 9 Supervisory Criteria
ANNUAL ONLY (Definitions Attached)

Must be completed for all employees with supervisory responsibility

1. Leadership Skills

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

2. Delegation

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

3. Communication

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

4. Evaluation of Staff

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

5. Staff Development

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

General Comments:

Supervisory Criteria

Definitions for Supervisory Criteria

Leadership – Provides clear direction regarding organizational, unit and individual objectives. Communicates and embodies agency values such as teamwork and cost-effectiveness. Recognizes and avoids the potential constraints of established rules, normal routines and negative assumptions which inhibit thinking about possible improvements and innovations. Thinks creatively and with innovation in recognizing and resolving issues. Demonstrates effective listening, communicating and interpersonal management behaviors. Creates, reinforces and rewards innovative and creative approaches to the development of ideas, changes and improvements. Encourages thinking that challenges the status quo. Creates performance objectives that challenge and develop an individual's capabilities. Fosters an enthusiasm for the individual challenges and opportunities for enhancement that can be created through positive organizational change. Inspires employees to aspire to the achievement of their own goals as a component of the organization's goals and objectives. Fosters the trust and respect of employees. Encourages staff to perform productively.

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

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

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

Staff Development – Identifies areas for professional development for all staff. Encourages staff participation in skill-enhancing and career-enhancing activities. Ensures that each staff member that is interested in development and/or advancement is provided access to counseling and available resources.

Customer Focus – Ensures that efficiency, cost effectiveness and first-rate service to customers provide the framework for performance objectives and operations at each level of the organization; maintains an open minded and solicitous approach to innovative suggestions from (internal and external) customers; exhibits a willingness to incorporate innovative feedback in an attempt to improve the organization.

Handwritten signature and initials in the top right corner.

Overall Performance Ratings - Definitions

1) INTRODUCTION:

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


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

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

2) OVERALL PERFORMANCE RATINGS:



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

3) OVERALL PERFORMANCE RATINGS – DESCRIPTIONS

 mr

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

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



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

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



me

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


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



mm

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

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

 *mm*

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

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



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: A/B Emergency List

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

MWRA agrees to meet to discuss the implementation of a rotational staff coverage list (A/B List) where none exists now, to be implemented during MWRA designated "essential personnel only" emergencies.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Trainer Pay

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

MOSES members, who train MWRA employees, shall have their trainer stipend increased from \$1 to \$2 per training hour performed. The parties agree to meet to review which MOSES employees are eligible to receive the pay and which trainings are eligible for stipend payment.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: In-House Training

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

MWRA agrees to meet with representatives from the union to discuss the feasibility of developing a in-house training and/or development programs.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant
President, MOSES
90 North Washington Street – Suite 3
Boston, MA 02108

Re: Return to Duty Testing

Dear Mr. Dorant:

This letter will serve to confirm the understanding continued between the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers Scientists ("MOSES") regarding the following issue:

When an employee tests positive for marijuana pursuant to the MWRA Drug Testing Policy, the MWRA will wait the period of time that medical professionals recommend to re-test an employee to ensure that the results are not duplicative.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant
President, MOSES
90 North Washington Street – Suite 3
Boston, MA 02108

Re: Core Hours

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiation of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

The parties agree to convene the committee pursuant to Article 6, Section F of the collective bargaining agreement within thirty (30) days of ratification of the agreement to discuss, in addition, the composition of core hours.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Cancellation of Scheduled Overtime

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

MWRA agrees that in the event that an employee is scheduled to work pre-scheduled overtime that commences and then shortly thereafter is cancelled, the MWRA agrees to pay affected employees a maximum of two (2) hours of overtime pay for the cancellation of the overtime opportunity.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

JAD
KGV
3-9-12

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Pilot Program Compensatory Time

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

The parties agree to enter into a pilot program to allow Bargaining Unit 9 employees in Job Grade 24 and below to earn compensatory time, in lieu of payment for overtime, in certain circumstances subject to the following:

1. Employees will only be allowed to earn compensatory time in lieu of overtime payment with the approval of MWRA Management and the consent of the employee.
2. The maximum amount of compensatory time an employee may earn during a fiscal year is twenty-four (24) hours for employees working forty (40) hours per week or twenty-two and one-half hours (22.5) for employees working thirty-seven and one-half (37.5) hours per week.
3. All compensatory time approved and earned shall be used during the year in which it is earned and may not be carried over to the subsequent year.
4. An employee will not be allowed to use compensatory time if it creates or results in an overtime payment or compensatory time to another employee. Continuous operations employees are not permitted to earn compensatory time.
5. Employees will earn compensatory time at their overtime rate in accordance with Article 6 of the party's collective bargaining agreement.

Joseph Dorant, President
March 8, 2012
Page Two

6. All other provisions of Article 6, Overtime shall apply to any compensatory time earned or used pursuant to this pilot program.
7. Employees will not be allowed to file a grievance alleging violations based on the approval or non-approval of compensatory time as opposed to overtime payment under any circumstance.

The pilot program will end on June 30, 2014 at which time the parties will meet to determine whether to continue, modify or expand this program, however the MWRA may terminate this program after notification to MOSES at any time without any recourse from MOSES.

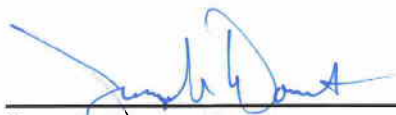
This pilot program is not subject to the grievance or arbitration procedure.

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

Sincerely,



Karen Gay-Valente
Deputy Director of Human Resources



Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Compensatory Grievances

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

The parties will continue its previous agreement (attached) to diligently attempt to reach final resolution of all outstanding grievances regarding compensatory time issues.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

March 8, 2012

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

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Time Clocks

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

MWRA plans the implementation of an electronic time reporting system. It is anticipated that employees will be required to swipe an electronic card reader or similar device at the beginning and end of each day to record their work hours, to the extent practicable, on a daily basis. The recorded time entry information will be utilized in calculating an employee's weekly hours of work.

The MWRA will not implement this new time procedure for this bargaining unit until it is implemented for all bargaining units, after substantive discussion and, where possible, resolution regarding issues of concern to MOSES. The MWRA shall provide MOSES with sixty (60) days notice prior to its intended date of implementation and shall meet, if requested, with MOSES to substantively discuss and, where possible, resolve issues of concern regarding the new system. Subsequent to implementation, the MWRA shall meet with the Union to discuss issues and concerns regarding implementation.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".
Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant
President, MOSES
90 North Washington Street – Suite 3
Boston, MA 02108

Re: Arbitration Award (AAA Case # 11 390 02473 99)
Grievance of Amy Ward – Call Back Pay

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiation of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue: Article 6 section 5;

Any calls that typically involve the initiation of a chain of events for follow up response will be eligible for two hours of overtime pay. An example of a chain of events could include the receipt or initiation of two or more phone calls within a two hour period.

In instances where an employee is required to engage in a particular work activity including the providing of substantive work related information to a manager or his/her designee or representative also qualifies as call back pay.

Any disputes shall be subject to the grievance procedure.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Classifications

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

The parties agree to convene a labor management committee within thirty (30) days of ratification of the successor agreement that convenes every other month, concludes by June 30, 2014, and is comprised of three (3) MWRA designees and three (3) MOSES designees for a joint examination of the following titles: Sr. Laboratory Technician, Technical Assistant, Junior Civil Engineer, Assistant Civil Engineer, Senior Civil Engineer, Project Engineer, Principal Civil Engineer, Associate Civil Engineer and Supervising Civil Engineer. The purpose of the joint examination is for the committee to produce information that will ensure internal equity among unit job title classifications and grades and help determine their relationship to the current market.

MOSES understands that the MWRA will review the recommendation of the labor management committee however, the MWRA is under no obligation to implement said recommendations.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant
President, MOSES
90 North Washington Street – Suite 3
Boston, MA 02108

Re: Sub-Committee for Dispute Resolution Program

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiation of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

A sub-committee consisting of four (4) people designated by MOSES and three (3) people designated by the MWRA, shall meet and develop mutually agreed upon policies and implementation procedures for a dispute resolution program. The committee shall meet from time to time to review the MWRA's grievance procedure, resolution and training needs related to the grievance process and to review individual labor/management proposals and possible improvements to the efficiencies of the grievance procedure.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Written Warning

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

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

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Boot/Jean Vouchers & Clothing Committee

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

MWRA agrees that as a part of its annual clothing allotment for MOSES employees required to wear uniforms, it shall increase the boot and jean voucher dollar amounts. The boot voucher will increase by \$25 to an annual allotment of \$125. The jean voucher will increase by \$50 to an annual allotment of \$175 dollars. The effective increase of the vouchers shall occur in the next scheduled distribution of vouchers in September 2012.

The parties agree to meet, within thirty (30) days of ratification, in order to review and update the eligibility of employees for uniform allotment as well as variations on the timing of the uniform allotments where appropriate.

The Parties further agree that they will continue to meet on the establishment of a uniform voucher program. The parties will continue to discuss and review ways through which employees who are subject to the uniform requirement will order directly from a supplier the necessary clothing to remain in compliance with the MWRA's uniform requirement.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Contract Employees

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

In the event that a contract employee is retained by the MWRA for more than eighteen (18) months and performs a function that MOSES believes belongs to their bargaining unit, the MWRA will, at the request of MOSES, meet to discuss the need to continue this contract function.

MOSES specifically acknowledges that the MWRA is not required to terminate the contract employee as a result of this discussion but will review and consider any recommendations or advice offered by MOSES.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Health and Welfare

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

The parties agree that if MOSES negotiates a successor collective bargaining agreement with the Commonwealth of Massachusetts that includes an increase to the MOSES Health and Welfare contribution rate, they shall meet upon the request of MOSES within thirty (30) days to review and discuss the MWRA's Health and Welfare contribution amounts.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Job Grade 27

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

The MWRA will meet with MOSES for the purpose of discussing the potential need for creating a Job Grade 27 position classification. MWRA and MOSES shall each assign three (3) representatives to this committee. This committee shall meet every other month beginning within thirty (30) calendar days of the ratification of a successor agreement. The MWRA shall review the recommendations of the committee.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Sick Leave Buyback less than full-time employees

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

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

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Program/Project Manager Suffix Committee

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

The party's agree to convene a labor management committee within thirty (30) days of ratification of the successor agreement and concluding by June 30, 2014, comprised of three (3) MWRA designees and three (3) MOSES designees for a joint study to explore the feasibility of consolidating the: Project Manager, Program Manager, Senior Project Manager and Senior Program Manager job titles through the creation of a generic job title for each grade level which provide for various functional job responsibilities.

MOSES understands that the MWRA will review the recommendation of the labor management committee however, the MWRA is under no obligation to implement said recommendations.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Satisfactory Medical Evidence Notification

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

The parties agree that instances where the MWRA has reason to believe that sick leave is being abused, when practicable, shall reduce its request to writing and cite the specific reasons for the request of satisfactory medical evidence as promptly as possible.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant, President
MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: 1996 Toxic Reduction and Control ("TRAC") Reorganization

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority ("MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue.

The MWRA will meet with MOSES for the purpose of reviewing the 1996 reorganization of TRAC, specifically the resulting job grade classifications. MWRA and MOSES will each assign three (3) representatives to this committee which will meet to discuss the specific position classification of each title within TRAC. This committee shall meet every other month beginning within thirty (30) calendar days of ratification of a successor agreement.

MOSES specifically acknowledges that the MWRA is not required to alter any existing position classifications or individual job grades in TRAC as a result of this committee but will review any recommendations or advice offered by this committee.

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

Sincerely,

A handwritten signature in blue ink, reading "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink, reading "Joseph Dorant".

Joseph Dorant
President, MOSES



MASSACHUSETTS WATER RESOURCES AUTHORITY

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

Frederick A. Laskey
Executive Director

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

March 8, 2012

Joseph Dorant, President
MOSES
90 North Washington Street – Suite 3
Boston, MA 02114

Re: Sick Leave Reduction Incentive Committee

Dear Mr. Dorant:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water resources Authority (the "MWRA") and the Massachusetts Organization of State Engineers and Scientists ("MOSES") regarding the following issue:

The Parties agree to meet to discuss and review incentive programs that curtail the use of annual sick leave.

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

Sincerely,

A handwritten signature in blue ink that reads "Karen Gay-Valente".

Karen Gay-Valente
Deputy Director of Human Resources

A handwritten signature in blue ink that reads "Joseph Dorant".

Joseph Dorant, President
MOSES