

ORIGINAL

**AGREEMENT  
BETWEEN  
BOSTON WATER & SEWER COMMISSION  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888**

**EFFECTIVE JULY 1, 2008 – JUNE 30, 2011**

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**AGREEMENT**

This Agreement is entered into as of the 22<sup>nd</sup> day of April 2009, by and between the Boston Water and Sewer Commission, hereinafter called the "Commission", and the Service Employees International Union, Local 888, hereinafter called the "Union," and succeeds the Agreement between the parties which expired on June 30, 2008. All provisions shall be effective on the date of execution except as otherwise provided.

**ARTICLE 1**

**EMPLOYEES COVERED BY THIS AGREEMENT**

**Section 1.** The Commission recognizes the Union as the exclusive representative for the purpose of collective bargaining for the following Employees (as certified by the Massachusetts Labor Relations Commission in MCR-2981, Unit 2):

All full-time and regular part-time white-collar positions as listed in Appendix A, excluding all managerial and confidential Employees as defined in the Law and all other Employees.

**Section 2.** The term "Employee" as used in this Agreement shall mean the Employees described in the foregoing certification.

**ARTICLE 2**

**NON-DISCRIMINATION**

The Commission and the Union, for themselves and each of their respective representatives, agree not to discriminate in any way against Employees on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, sex, age (as

defined by applicable State law) or handicap (as defined by applicable State law). The parties agree that the concept of affirmative action shall be applied consistent with the terms of this Agreement.

The Commission and the Union agree that a policy of non-discrimination by itself may not result in the achievement of equitable representation of minorities, women or disabled persons, and Vietnam Era Veterans. Therefore the parties acknowledge there may be a need for aggressive recruitment and promotion of minorities, women and disabled persons, and Vietnam Era Veterans.

The parties agree that all provisions of this Agreement shall conform to the Americans with Disabilities Act. Pursuant to proposed EEOC regulations, Section 1630.2(n)(3), "the terms of the collective bargaining Agreement" shall be relevant to determining the essential functions of a job position. In addition, pursuant to EEOC regulations Section 1630.15(d), the terms of the collective bargaining Agreement may be relevant to determining whether a reasonable accommodation would pose an undue hardship on the operation of the Employer.

The parties agree to address the issues raised by the Americans with Disabilities Act on an as-needed basis and as the EEOC and/or the MCAD issue appropriate regulations regarding handicap discrimination.

### **ARTICLE 3**

#### **PAYROLL DEDUCTION OF UNION DUES**

**Section 1.** In accordance with Massachusetts General Laws Chapter 150E, Section 12, union dues shall be deducted from the salary of each Employee who executes and remits to the Commission a form of authorization for payroll deduction of union dues. Such deduction shall not be made until after the thirtieth (30th) day following an Employee's commencement of employment.

Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

C.O.P.E. payments shall be deducted from the salary of each Employee who executes and remits to the Commission a form of authorization for payroll deduction. The dollar amount of the deduction shall be the same for each Employee who elects to have such a deduction made.

Remittance of the aggregate amount of C.O.P.E. contributions deducted shall be made to the Union's Treasurer within twenty-five (25) working days after month in which the deductions are made.

**Section 2.** The Commission agrees to provide the Union with fifteen (15) minutes after the end of the Commission conducted orientation to speak with new Employees covered by this Agreement. The Commission further agrees to electronically transmit the following information for all Employees represented by Local 888 to the Union on a monthly basis: name, address, work phone number and e-mail address (if applicable), date of hire, department, title, member status, number of hours per week, hourly wage rate, and dues withheld.

## **ARTICLE 4**

### **AGENCY FEE**

**Section 1.** Pursuant to Massachusetts General Laws Chapter 150E, Section 12 and the Rules and Regulations of the Labor Relations Commission, the Commission agrees to deduct from the salary of each Employee during the life of this Agreement an agency service fee in an amount equal to the union dues deduction, except for those Employees who submit authorization forms under Article VII hereof. Such service fee shall not be deducted until after the thirtieth day (30th) following an Employee's commencement of employment. The Commission's obligations under this

Article shall not become effective until the Union certifies to the Commission that the provisions of G.L. c.150E, Section 12 and the Rules and Regulations of the Labor Relations Commission have been complied with.

**Section 2.** The Union agrees to indemnify the Commission for damages or other financial loss which the Commission may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Commission's compliance with Section 1 of this Article.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**Section 1.** Except as otherwise limited by an express provision of this Agreement, the Employer 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.

The Commission agrees to meet and confer with the Union with respect to its exercise of the following management rights: to establish and/or revise personnel evaluation programs and the determination of the content of job classifications.

**Section 2.** Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

**Section 3.** It is acknowledged that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to the proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement between the parties and the Union agrees that the Employer shall not be obligated to engage in any additional collective bargaining.

**Section 4. Subcontract Clause.** The Commission reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no Employee shall be laid off if there is available work as determined by the Commission in the position or in a similar position which he is qualified to fill and is eligible to fill.

## **ARTICLE 6**

### **DISCIPLINE AND DISCHARGE**

**Section 1.** No Employee who has completed six (6) months of service shall be disciplined, suspended, or discharged except for just cause. An interruption of the probationary period in excess of five (5) consecutive days shall extend the probationary period by three (3) months, at the discretion of the Commission.

**Section 2.** An Employee who appeals his/her suspension or discharge under retirement law or any other statutory appeal procedure shall not have access for such grievance under the contract grievance and arbitration procedure.

**Section 3.** When an Employee who is eligible to appeal his/her grievance under the preceding Section elects to proceed under the grievance and arbitration procedure, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with G.L. c. 150E, Section 8.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**Section 1.** Only matters involving the meaning of the written provisions of this Agreement shall be the subject of a grievance under this Article.

**Section 2.** The Union shall endeavor to include the Grievant in each step of the grievance procedure and grievances shall be processed as follows:

Step 1. The Union Representative or the Union Steward shall present the grievance in writing to the Department Head. Within five (5) working days of receipt, the Department Head, the Steward and/or the Union Representative shall meet to discuss the grievance.. The written response thereto shall be given to the Steward and/or the Union Representative within five (5) working days of the Step 1 meeting. A failure to respond in writing shall be deemed an unsatisfactory answer. No grievance shall be presented at Step 1 more than ten (10) working days after the facts on which it is based occurred.

Step 2. No later than five (5) working days following the Step 1 response, if the grievance is not resolved, the Steward and/or the Union Representative shall present the written grievance to the Labor Relations Office of the Commission. Within ten (10) working days thereafter, a

representative of the Labor Relations Office and/or the Chief Administrative Officer and the Steward and/or the Union Representative shall meet to discuss the grievance. The management individual shall respond in writing to the Steward and/or the Union Representative within ten (10) working days thereafter. A failure to respond in writing shall be deemed an unsatisfactory answer and the Union may proceed to arbitration in accordance with Article 8 of this Agreement. Failure of the Commission to respond within the time limits provided in Steps 1 and 2 shall be deemed an unsatisfactory answer and shall entitle the Union to move to the next step.

**Section 3.** The time limits herein provided shall be strictly adhered to, provided that the parties may in writing agree to an extension thereof at any Step. If a grievance is not taken to the next Step of the grievance procedure following an unsatisfactory answer in the previous Step, or if a grievance is not submitted within the time limits provided at each Step, it shall be deemed to have been resolved on the basis of the answer last given.

**Section 4.** Appeals of discharge shall be directly to arbitration pursuant to the provisions of Article 8.

## **ARTICLE 8**

### **ARBITRATION**

**Section 1.** Should a grievance not be resolved in the grievance procedure, the Union may submit the grievance for arbitration no later than thirty (30) calendar days following the Commission's response or failure to respond in the last Step of the grievance procedure. Only the Union and the Commission may submit grievances to arbitration. In the case of a Commission grievance, it shall be initiated at Step 2 of the grievance procedure. The Arbitrator shall have no jurisdiction to hear or decide any grievance not submitted within the time limits herein provided.

**Section 2.** The submission to Arbitration by either party shall be written notice to the other and shall have attached thereto the written grievance.

**Section 3.** If the parties' representatives cannot mutually agree on an Arbitrator within ten (10) working days after the notice to arbitrate, the grieving party may request a panel of arbitrators from the American Arbitration Association, from which the Arbitrator will be selected under the selection procedures then in force at the Association.

**Section 4.** Each side shall bear its own expenses of arbitration except that the fees and expenses of the Arbitrator shall be borne equally.

**Section 5.** The Arbitrator shall have no power to add to, or subtract from, or alter or amend any provision of this Agreement.

**Section 6.** If an Employee and/or the Union seek to appeal any action of the Commission to any other forum, including, but not limited to, the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, there shall be no right of appeal through the Grievance and Arbitration Procedure.

## **ARTICLE 9**

### **NO-STRIKE CLAUSE**

**Section 1.** No Employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services.

**Section 2.** Should any Employee or group of Employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith

disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Commission, the Union shall take all reasonable means to induce the Employee or group of Employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

**Section 3.** In consideration of the performance by the Union of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Union or of its officers or agents for any damages resulting from the unauthorized breach of the Agreements contained in this Article by individual members of the Union.

**Section 4.** The Commission agrees not to lock out Employees during the term of this Agreement.

## **ARTICLE 10**

### **STABILITY OF AGREEMENT**

**Section 1.** No Agreement, understanding, alteration, or variation of the Agreements, terms, or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties' authorized representatives.

**Section 2.** The failure of the Commission or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Commission or the Union to future performance of any such term or condition, and the obligations of the Union and the Commission to such future performance shall continue in full force and effect.

**ARTICLE 11**

**HOURS OF WORK AND OVERTIME**

**Section 1.** The regular workweek for full-time Employees shall be forty (40) hours and their regular work day shall be eight (8) hours, exclusive of meal periods. The workweek shall consist of five (5) days.

**Section 2.** All authorized overtime services in excess of the regular workweek or work day shall be compensated at time-and-one-half the hourly rate. An Employee shall be paid at straight time for work performed on the sixth or seventh day of the workweek if during the course of the workweek the Employee has been on sick leave without pay or on suspension or AWOL. If an Employee accrues compensatory time for overtime service, such compensatory time shall accrue at the rate of time and one half.

**Section 2A.** Employees may receive a cash payment for up to sixteen (16) hours of accrued compensatory time in each year of the Agreement beginning on July 1, 2008.

Payments under this provision shall be subject to the following conditions:

1. Payment shall be made in mid-February based on the twelve months ending on December 31<sup>st</sup> of the prior year.
2. Employees must have used fewer than five (5) sick days during the same 12 month period to be eligible for this benefit.
3. Employees must not have been AWOL, suspended, or on worker's compensation for more than 20 working days during the same 12 month period.

This provision shall expire on June 30, 2011.

**Section 3.** Overtime work shall be distributed as equitably as possible within each job

classification. A list of all Employees shall be provided to the Union official upon request. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

**Section 4.** All Employees' work schedules shall provide for fifteen (15) minute rest period during each one-half (½) shift. The rest period shall be scheduled at the middle of each one-half (½) shift whenever this is feasible.

**Section 5.**

(a) If an Employee who has left his/her place of employment after having completed work on his/her regular shift is called back to work, he/she shall be paid for each hour worked at time-and-one-half his/her regular hourly rate. In no event shall he/she receive less than four (4) hours' pay at time-and-one-half.

(b) If an Employee (other than an Employee employed on a rotating shift or on a continuous operation) whose duties do not require him/her to work regularly on a day considered as a holiday under Section 1 of Article 14 is called in to work on a holiday, he/she shall receive, in addition to his/her regular weekly compensation, time-and-one-half his/her regular hourly rate for each hour worked on such holiday. In no event shall he/she receive less than four (4) hours' pay at time-and-one-half.

(c) If an Employee (other than an Employee employed on a rotating shift or on a continuous operation) whose regular workweek does not include Sunday is called in to work on Sunday, he/she shall receive, in addition to his/her regular weekly compensation, double time for each hour worked on such Sunday. In no event shall he/she receive less than four (4) hours' pay at double time. Employees assigned to other than a Monday through Friday schedule shall be paid at a double time rate for work on the seventh day of his/her workweek, subject to Section 2.

**Section 6.** All Employees shall be scheduled to work on regular work shifts, and each work shift shall have a regular starting and quitting time. Employees shall be given reasonable notice of any change in their work schedule and the Union shall be given an opportunity to discuss the proposed change. The Commission shall have the right to institute the changes.

**Section 7.** All overtime shall be paid no later than the second payroll week following the week in which such overtime was earned.

**Section 8.** There shall be no pyramiding of overtime.

## **ARTICLE 12**

### **TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION**

**Section 1.** While an Employee is performing, pursuant to assignment, the duties of a position classified in a grade lower than the grade of the position in which he/she forms regular service, he/she shall be compensated at the rate of pay for the grade of service of the position in which he/she performs his/her regular service.

**Section 2.** An Employee who is performing, pursuant to written assignment, temporary service in a position classified in a grade higher than the grade of the position in which he/she performs regular service, other than for the purpose of filling in for an Employee on vacation, shall, commencing with the day after the first full day of actual service in such higher position, be compensated for such service at the rate to which he would have been entitled had he/she been promoted to such position. Supervisors shall not refuse to provide a written assignment form when requiring any Employee to work in a higher classification. Any remedy based on a grievance filed

under this Section shall be limited in effect to a period not to exceed five (5) days prior to the date of the filing of the grievance in writing.

**ARTICLE 13**

**PROMOTIONS**

**Section 1. Temporary Promotions.** In the event the Commission seeks to fill a temporary vacancy, in a position covered by this Agreement, the following procedure shall apply:

- (a) The vacancy shall be posted for five (5) consecutive working days, in a conspicuous place. Copies of the postings shall be provided to the Union stewards.
- (b) The poster may specify the job classifications eligible to fill the position. The Poster shall also specify the duties and qualifications of the position.
- (c) The Commission may fill the vacancy for a sixty (60) working day period pending the carrying out of the procedures contained in this section. The Commission agrees to attempt to fill the vacancy with volunteers before assigning any one to the position. Service or refusal pursuant to this section should not be considered for purposes of filling temporary vacancies

**Section 2.** The selection shall be made on the basis of qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. In the event the senior applicant for the position is not selected, the Commission shall, upon written request by the Union, submit reasons in writing why said senior Employee was not selected to fill the position. Notice of selection shall be posted quarterly.

- (a) Temporary positions shall normally be for a period not to exceed sixty (60) working days but the Commission may specify a longer period with a legitimate reason for such period at the time of posting. Under no circumstances shall the period of such temporary promotion exceed one

year. In the event the Commission, in its discretion, decides to fill the position beyond such normal sixty (60) day period or beyond the extended time period referred to, it shall do so on a permanent basis in accordance with Section 3 of this Article.

- (b) Any dispute hereunder shall be subject to the grievance and arbitration procedure.

**Section 3. Permanent Promotion.** In the event the Commission seeks to fill a permanent vacancy in a position covered by this Agreement, the following procedure shall apply:

(a) The vacancy shall be posted for five (5) consecutive working days, in a conspicuous place. The Commission shall mail a copy of the poster to Employees on summer military leave, vacation, or other leave of absence, if the Employee so requests in writing.

(b) The poster may specify the job classification eligible to fill the position. The poster shall also specify the duties and qualifications of the position and its location.

(c) The selection shall be made on the basis of qualifications and ability, and where qualifications and ability are relatively equal, seniority shall be the determining factor. In the event the senior applicant for the position is not selected, the Commission shall, upon written request by the Union, submit reasons in writing why said senior Employee was not selected to fill the position. Notice of selection shall be posted quarterly.

(d) Employees selected pursuant to this Section shall serve a probationary period of not more than ninety (90) calendar days. At any time during the probationary period, the Commission may reduce the Employee to his/her prior permanent position if the Commission judges the Employee's performance to be unsatisfactory. This judgment shall not be exercised arbitrarily. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

**Section 4.**

(a) Promotions shall be made from persons meeting the required qualifications and willing to accept the promotion.

(b) It is understood that should no eligible Employee bid for the vacancy, or no bidder is qualified, the Commission may hire a new Employee to fill such vacancy or may fill such vacancy with another Commission Employee outside this bargaining unit.

**Section 5.** Disputes under this Article shall be subject to the grievance and arbitration procedure. Grievances under this Article may be processed beginning at the level where the promotional decision was made.

**ARTICLE 14**

**HOLIDAYS**

**Section 1.** The following days shall be considered holidays for the purposes enumerated below:

|                             |                  |
|-----------------------------|------------------|
| New Year's Day              | Independence Day |
| Martin Luther King, Jr. Day | Labor Day        |
| Washington's Birthday       | Columbus Day     |
| Evacuation Day              | Veteran's Day    |
| Patriots' Day               | Thanksgiving Day |
| Memorial Day                | Christmas Day    |
| Bunker Hill Day             |                  |

**Section 2.** The foregoing holidays will be deemed to occur on the day these are observed by law.

**Section 3.** If an Employee is not required to work on any of the holidays listed in Section 1 of this Article which falls on his/her regular workday, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls. If in the course of his/her regular service an Employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during an Employee's vacation or his/her regular days off (such as Saturday), he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional days' pay on a straight-time basis.

**Section 4.** Notwithstanding any provision of this Agreement to the contrary, the Commission reserves and retains the right to determine whether an Employee who works on a holiday shall receive additional time off or additional pay.

**Section 5.** No Employee shall be eligible for holiday pay if he/she is absent for any reason other than paid vacation, compensatory, personal or paid sick leave if hospitalized or during the recuperative period immediately following, or for outpatient treatment, on his/her last regularly scheduled workday before or after the holiday. (Supporting medical documentation must be submitted by the Employee in order to be eligible for holiday pay if the absence was due to hospitalization or during the recuperative period immediately following, or for outpatient treatment.)

## **ARTICLE 15**

### **VACATION LEAVE**

**Section 1.** The period to be used in determining the vacation leave in any calendar year, which period shall hereinafter be called "the vacation eligibility year", shall be the twelve (12)

months preceding January 1<sup>st</sup> of such year. Days actually worked as used in this Article shall mean regularly scheduled work days.

**Section 2.** In each calendar year Employees shall be granted vacation as follows:

| <b>Length of Service<br/>as of<br/>January 1st</b> | <b>Minimum number of<br/>Days actually worked<br/>During preceding<br/>Calendar Year</b> | <b>Vacation<br/>Allowance</b> |
|--|--|-------------------------------|
| 5 years  | 150 days   | 3 weeks                       |
| 5 years  | 135 days   | 2 weeks                       |
| 5 years  | 90 days  | 1 week                        |
| 9 years  | 150 days   | 4 weeks                       |
| 9 years  | 135 days   | 3 weeks                       |
| 9 years  | 120 days   | 2 weeks                       |
| 9 years  | 90 days  | 1 week                        |
| 19 years   | 150 days   | 5 weeks                       |
| 19 years   | 135 days   | 4 weeks                       |
| 19 years   | 120 days   | 3 weeks                       |
| 19 years   | 105 days   | 2 weeks                       |
| 19 years   | 90 days  | 1 week                        |

**First Anniversary Date of Hire.** An Employee who has actually worked 150 scheduled work days in the prior calendar year will receive two (2) weeks of vacation leave on their first anniversary date of hire. An Employee who has actually worked fewer than 150 scheduled days in the prior calendar year will receive one (1) week of vacation leave on their first anniversary date of hire. Eligible employees may carry over up to a maximum of five (5) vacation days to be used no later than March 31<sup>st</sup> of the following year.

**Section 3.** For the purpose of determining vacation leave, only prior service with the City of Boston and the County of Suffolk shall be included in computing length of service. Employees who wish to have the Commission include their prior employment service with the City of Boston or Suffolk County are required to provide the Commission with certification of such employment prior to January 1<sup>st</sup> in order to ensure that such prior service will be included in the Commission's calculation of vacation accrual in the following year and the years thereafter. If the Employee fails

to provide certification prior to January 1<sup>st</sup>, the Employee will have to wait another full year before realizing the vacation accrual benefits described herein, and will only realize said benefits at that time if said certification is provided to the Commission prior to January 1<sup>st</sup> of the year preceding the year Employee seeks said vacation accrual benefit. No Employee will receive retroactive vacation accruals as a result of this provision.

**Section 4.** An Employee may secure the benefits of Section 2 and 3 of this Article only during active service; and no rights under said Section shall accrue to an Employee in the event of the termination of his employment before the vacation leave therein authorized has been actually taken, except as specifically provided in Sections 5 and 6 of this Article.

For the purpose of computing "actual work" under Section 2 of this Article, up to eight (8) weeks may be counted during the vacation eligibility year for any of the following causes:

All paid vacation leaves;

Military leave up to four (4) weeks;

**Section 5.** If during the vacation eligibility year the employment of an Employee who has actually worked for the Commission for 150 days in the aggregate since January 1 of the eligibility year and who is entitled to vacation leave under Section 2 of this Article is terminated for a reason other than a discharge for just cause, such Employee shall be paid an amount in lieu of a vacation leave prorated in the proportion that the number of months' service since January 1 bears to twelve (12).

**Section 6.** If the employment of an Employee entitled to vacation leave under Section 2 of this Article is terminated by death or retirement without the Employee having been granted such vacation, such Employee, or in the case of death, the Employee's estate, or as provided in Section III of Chapter 41 of the General Laws, the Employee's surviving spouse or next of kin shall be an

amount in lieu of such vacation; provided, that monetary or other allowance has not already been made therefore, and provided, further, if the employment is terminated by death or retirement before January 1, that the Employee has actually worked for the Commission for 150 days in the aggregate since December 31 of the preceding year.

**Section 7.** Immediately prior to departure on vacation leave, an Employee will be permitted to advanced vacation pay allowance up to his maximum leave entitlement under this Article, so long as the Employee makes his request at least two (2) weeks in advance, provided that when the Employee is departing on a vacation leave period which is less than his full vacation leave entitlement, the advancement shall not exceed the vacation pay allowance for such vacation leave period. Advances shall not be allowed for periods of vacation of less than one (1) full week. Advances shall be in increments of five (5) days.

**Section 8.** Employees who are entitled to four (4) or more weeks of vacation who have used fewer than four (4) sick days in the preceding year shall be entitled to be paid for one (1) full week (not single days) of vacation in lieu of taking vacation.

**Section 9.** Vacation leave shall be taken at such time as, in the opinion of the Commission, will cause the least interference with the regular work of the Department. Annual vacation shall be based on seniority in job classification and work location subject to the preceding sentence where selections are made during the months of January and February. Beginning March 1, selections shall be on a first come, first served basis.

**Section 10.** Charges to vacation leave may be allowed in units of no less than one-half (½) days. If vacation time is used for approved leave under the Family and Medical Leave Act or the Small Necessities Leave Act, an Employee will be permitted to utilize vacation leave in no less than hourly increments.

**ARTICLE 16**

**SICK LEAVE**

**Section 1.** Every Employee covered by this Agreement who has completed six (6) months of continuous service for the Commission shall, subject to the provisions of this Article, be granted sick leave, without loss of pay, for absence caused by illness or injury or exposure to contagious disease or by the serious illness or death of a member of the Employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one and one-quarter (1¼) days for each month of actual service not to exceed fifteen (15) working days in any calendar year. Employees shall not be credited with fifteen (15) days' sick leave as of January 1 of any year, in advance of such year having been worked. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the Employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in subsequent years.

Employees hired after December 5, 1994, shall accrue sick leave at the rate of one day for each month of service not to exceed twelve (12) working days in a calendar year. The preceding sentence shall not apply to Employees of the Commission who are promoted into the bargaining unit if immediately prior to their entry into the unit they were accruing sick leave at the rate of one and one quarter days per month as Employees of the Commission.

An Employee using accrued sick leave for three (3) or more days in any calendar month or who is absent on unpaid sick leave, AWOL, or suspended without pay in any calendar month shall forfeit his/her accrual for that month. However, if the Employee provides appropriate medical documentation which substantiates that the absence is attributable to in-patient hospitalization and

the recuperative period immediately following such hospitalization, the Employee shall accrue sick leave.

If during any calendar month an Employee uses no sick days, he/she shall accrue one-quarter ( $\frac{1}{4}$ ) day as personal leave. Charges to personal leave may be allowed in units of no less than one-half ( $\frac{1}{2}$ ) day increments and shall be taken subject to the advance approval of the Commission, which approval shall not be unreasonably denied. If personal time is used for approved leave under the Family and Medical Leave Act or the Small Necessities Leave Act, an Employee will be permitted to utilize personal leave in no less than hourly increments. Personal days earned must be used within the next calendar year.

**Section 2.** No Employee shall be entitled to Sick Leave without loss of pay as provided in Section 1 of this Article unless:

(A) The Employee has notified his or her supervisor or designee of his or her absence and the cause thereof no later than fifteen (15) minutes after the start of his or her shift.

(B) Charges to sick leave may be allowed in units of no less than one-half ( $\frac{1}{2}$ ) day increments. If sick time is used for approved leave under the Family and Medical Leave Act or the Small Necessities Leave Act, an Employee will be permitted to utilize sick leave in no less than hourly increments.

(C) Upon return to work following a sick leave in excess of five (5) consecutive work days, an Employee may be required to undergo a medical examination or provide medical documentation at the Commission's designation to determine his/her fitness for work.

(D) Notification of absences under this Article must be given in accordance with Section 2A. If timely notification is not made, an Employee will be deemed to Absent Without Leave ("AWOL") and shall be subject to disciplinary action. Employees are bound by the terms and

conditions set forth in the Commission's "Policy on Attendance" as amended from time to time after notification and consultation with the Union.

(E) 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 as a full-time Employee.

**Section 3.** Up to five (5) days Sick Leave credit will be restored to an Employee's accumulated Sick Leave allowance between the date of injury on the job and date disability (Workmen's) compensation is awarded, except that such Sick Leave shall be offset proportionately by a disability benefit that is awarded retroactively to the date the disability was incurred. In the event that an Employee receives a retroactive worker's compensation benefit for days on which he/she received paid sick leave, the Employee shall reimburse the Commission for total amounts received in excess of the Employee's average weekly wage. In no case may the amount of worker's compensation and the amount of sick leave (or annual) be more than the Employee's average weekly wage in the fifty-two (52) weeks prior to the date of injury.

**Section 4. Annual Redemption of Sick Leave.** An Employee who has used fewer than five (5) sick days in the twelve (12) month period ending October 31, of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

| <b><u>Sick Days Used</u></b> | <b><u>Cash Redemption</u></b> |
|------------------------------|-------------------------------|
| 0                            | 5 days' pay                   |
| 1                            | 4 days' pay                   |
| 2                            | 3 days' pay                   |
| 3                            | 2 days' pay                   |
| 4                            | 1 days' pay                   |
| 5                            | 0 days' pay                   |

The per diem rate will be the Employee's rate, as specified in the Pay Schedule on October 31st of that year.

During November the Commission will notify each qualifying Employee of his/her redemption options. An Employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

Any employee who is absent from work due to a suspension without pay, any period of unpaid absence or leave, or on worker's compensation for more than twenty (20) days will be ineligible for sick leave buy back during that eligibility year.

**Section 5.** An Employee who resigns voluntarily or retires from the Commission shall be entitled to receive payment for unused sick leave in accordance with the following:

- (a) The Employee must have at least fifty (50) sick days accrued as of the date of retirement or resignation.
- (b) Payment shall be at the rate of thirty percent (30%) of the Employee's regular rate of wages as of the date of retirement or resignation.
- (c) For computation of the buy back plan only, any sick time taken in the last year of employment shall be deducted on a two (2) for one (1) basis.
- (d) Payments hereunder shall not be part of compensation for pension purposes.

**Section 6. Catastrophic Sick Leave Bank.** The Catastrophic Sick Leave Bank open enrollment period shall be held annually from December 1<sup>st</sup> though December 31<sup>st</sup> in accordance with established procedures.

**ARTICLE 17**

**OTHER LEAVES OF ABSENCE**

**Section 1.** Subject to the operating needs of each department, as determined by the Commission, leave or absence without loss of pay will be permitted for the following reasons:

- (a) Attendance of up to one (1) working day annually by a maximum of two (2) Employees who are delegates or alternates, at the SEIU Annual Convention;
- (b) Prophylactic inoculation required by the Commission;
- (c) Red Cross blood donations, if made on the premises of the department in which an Employee requesting such leave serves;
- (d) Medical examination for retirement purposes;
- (e) Attendance at hearings in Worker's Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Commission;
- (f) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in the city or town in which an Employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his regular place of employment, or vice versa;
- (g) Reasonable time for the processing of grievances by one Employees' representative on each shift. The Union shall provide and keep up-dated a list of such representatives. Should a member of this bargaining unit be elected to a position of officer of the Union, the Commission shall, upon written request, permit him/her leave without pay or benefits for a period of no more than one (1) year;

(h) Employees who have returned to regular duty or to temporary modified duty after having been injured during the performance of assigned work, will make every reasonable effort to schedule follow-up appointments outside the regular work schedule. Employees may utilize accrued paid leave time in accordance with Commission policy, (including reasonable notice requirements) subject to the operating needs of the department, for appointments which cannot be scheduled during off-duty hours. Requests for time off under this section shall not be unreasonably denied.

(i) Attendance in court when required (by a subpoena) to testify as a witness in a criminal case where the Employee is to testify on matters which occurred during the course of employment or for the purpose of filing a complaint against a person for action which took place during the course of employment.

(j) Attendance of up to one (1) working day per year by an Employee who is a veteran as defined in Section 7, Chapter 4, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial service of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed forces of the United States in time of war or insurrection.

**Section 2. Military Leave.** Every Employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59, of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

**Section 3. Jury Duty.** Every Employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of

satisfactory evidence relating to jury service and payment to the Commission of any fees received by the Employee for serving on jury duty, the Commission will pay such Employee such sum of money as will result in the payment to him/her of his/her full salary for any particular work week.

**Section 4. Funeral Leave.** In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, grandparent, grandchild, stepfather, stepmother or step-child in the immediate family of an Employee who is on active service at the time of such death, such Employee shall be entitled to receive up to four (4) working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days on which the Employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave.

**Section 5. Pregnancy-Maternity Leave.** Maternity Leave shall be granted commencing with cessation of actual work for a period not to exceed twelve (12) weeks and shall run concurrently with Family Medical Leave and Massachusetts Maternity Leave if applicable. An Employee must use any and all of her vacation, sick, personal days and compensatory time before beginning to use unpaid leave. An appropriate leave form must be completed and approved prior to the beginning of an Employee's maternity leave. An Employee's health benefits will remain in effect during maternity leave.

**Section 6. Family and Medical Leave Act.** The Employees and the Commission shall be bound by their respective obligations as provided in the Family and Medical Leave Act ("FMLA"). Within the scope of the requirements of the FMLA, the Commission reserves the right to designate any qualifying leave as FMLA leave.

**Section 7.** Employees on an unpaid leave of absence (any leave other than FMLA) in excess of sixty (60) calendar days shall pay the full premium for health insurance.

## **ARTICLE 18**

### **SAFETY AND HEALTH**

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the Employee's superior and shall be a subject of a grievance hereunder. Employees must wear safety equipment when so directed by the Commission.

The Union shall designate one (1) representative and one (1) alternate to the Health and Safety Committee.

## **ARTICLE 19**

### **MISCELLANEOUS**

**Section 1. Bulletin Board Space.** Will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory; nor anything derogatory to the Commission or any of its officers or Employees. Any Union-authorized violations of this Section shall entitle the Commission to disregard its obligations under this Section.

**Section 2. Grievance Preparation.** Representatives of the Union shall be permitted to enter the premises of any department at any reasonable time for the purpose of discussing or processing grievances, provided that they do not interfere with the performances of duties, and provided that they give notice in advance of their arrival to the person in charge of such department.

**Section 3. Legality of Agreement.** Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

**Section 4. Employee Files.**

(a) No material originating from the Commission derogatory to an Employee's conduct, service, character, or personality shall be placed in the personnel files unless the Employee has had an opportunity to read the material.

(b) The Employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

(c) Any active Employee shall have the right to examine all material in his/her personnel file. The Employee must contact the Human Resources Department to schedule an appointment and must review the file contents in the presence of an Executive manager of the Human Resources Department. A copy of such material shall be furnished to active and former Employees upon receipt of his/her written request.

(d) Written records of disciplinary actions shall be removed from the Employee's personnel file after twenty four (24) months so long as there has been no further disciplinary action taken during the twenty four (24) month period, which shall not include any period of unpaid leave or absence attributable to worker's compensation..

**Section 5. Mileage Allowance.** The mileage allowance shall be paid at the prevailing IRS rate.

**Section 6. Dependent Care Assistance Plan.** The current Dependent Care Assistance Plan will continue to be made available to Employees in the bargaining unit and to maintain the plan as provided for in the Internal Revenue Service Code.

**Section 7. Residency.** All Employees whose date of hire by the Commission is after January 1, 1991, shall comply with the City of Boston Residency Ordinance. Effective upon the date of execution of this agreement, any Employee in the bargaining unit who has completed ten (10) years of full-time consecutive service with the Boston Water and Sewer Commission, shall be exempted from the City of Boston Residency requirement.

The Commission agrees to reopen negotiations on this subject in the event that the City of Boston amends the residency requirement for their Employees who are represented by SEIU and are covered under the Clerks and Technicians contract.

**Section 8. Drug and Alcohol Screening.** Employees will be required to submit to a drug/alcohol screening after a motor vehicle accident during working hours or upon return from a drug or alcohol rehabilitative leave. The screening will be conducted by a clinic or other authorized contractor chosen by the Commission who is qualified to perform such screening. Employees will be subject to post-accident testing for oxycontin, suboxone, percocet, and ecstasy in addition to the standard 5 drug panel (amphetamines, cannabinoid, cocaine, opiates and phencyclidine).

**Section 9. Benefits Accrual.** Benefits which accrue on a monthly basis shall accrue as of the last Sunday of the month.

**Section 10. Uniforms.** In addition to safety boots which are distributed to eligible Employees, the Commission will provide Employees in the Facilities Department with uniform shirts, a spring jacket and a winter coat. Employees in the position of CAD Technician and Senior Engineering Technician will receive one (1) safety orange sweatshirt and one (1) winter jacket during the life of this Agreement.

**Section 11. Joint Labor-Management Committee.** The parties agree to establish a joint committee to discuss issues of mutual concern. The Commission and the Union may each appoint

up to three (3) members and the Committee shall meet at mutually convenient times, but within fifteen (15) working days of a request to meet.

**Section 12. Parking Rate/MBTA Pass.** The weekly parking rate shall be nine dollars and sixty-two cents (\$9.62) per week. This rate shall remain in effect for the term of this Agreement providing that the Commission continues to own and manage the property where the parking facility is situated. Alternatively, the Commission will subsidize the cost of a monthly MBTA COMBO Pass (Bus and RTL) at the rate of fifty percent (50%) not to exceed thirty dollars (\$30.00) per monthly renewal. Employees may elect one or the other but not both.

The Commission agrees to reopen negotiations on the subject of the cost of the MBTA pass subsidy if the Commission ceases to own and manage the property where the parking facility is situated.

## **ARTICLE 20**

### **INSURANCE**

The Boston Water and Sewer Commission (hereinafter referred to as “the Commission”), with full knowledge and consent of SEIU, Local 888 (hereinafter referred to as “the Union”) (collectively, “the parties”), currently provides health insurance benefits for its employees, including those represented by the Union, through the City of Boston’s Group Insurance Division. The Commission shall continue to provide eligible Employees with health insurance coverage through the City of Boston’s Group Insurance Division under the same terms offered to their Employees. However, no Employee shall be eligible to enroll in the Blue Cross/Blue Shield Master Medical plan. Effective on the date of execution of the Agreement, the Commission shall contribute 87.5% of the cost of Health Maintenance Organization (“HMO”) premiums and the

Employee shall contribute 12.5% of the cost of HMO premiums. Effective January 1, 2009, the Commission shall contribute 85% of the cost of HMO premiums and the Employee shall contribute 15% of the cost of HMO premiums.

The Commission and the Union hereby acknowledge that the decision to provide health insurance benefits through the City specifically divests the Commission of any authority and input in making decisions regarding health insurance benefits. The parties further acknowledge that from time to time the group health insurance plans, carriers, providers, benefits, coverage, premiums, premium contributions, co-payments and prescription co-payments provided through the City may change. As such, the Union hereby agrees that any decision of the City to make such change(s), and the impact of those decision(s), will not require bargaining between the parties.

Nothing in this Article or Agreement shall require the Commission to provide group health insurance through the City of Boston or to prevent or limit in any way the Commission from selecting the group health insurance plans that will be offered to its employees. If the Commission decides to discontinue providing group health insurance benefits through the City, nothing in this Article or Agreement shall be construed to waive any bargaining obligations that the Commission may have under Chapter 150E of the Massachusetts General Laws or any applicable Massachusetts General Law regarding the impact of that decision.

**Section 1** Any employee who chooses not to enroll in or elects to withdraw from a Commission sponsored health insurance plan for the purpose of being covered in a spouse's plan or another privately sponsored plan, must provide proof of coverage in such plan each year in order to receive one of the following annual payments:

\$1,500.00 to waive enrollment for individual plan coverage or;

\$2,500.00 to waive enrollment for family plan coverage.

Any employee who receives the payment and re-enrolls in a Commission sponsored plan in less than twelve (12) months or who separates from employment during the plan year will be required to reimburse the Commission a pro-rated amount of the waiver payment. Any Employee who is absent from work on a leave of absence or on Workers' Compensation during the annual payment period shall receive such payment upon his/her return to work.

**Section 2. Dental Insurance.** An Employee who elects to be covered by such a plan, shall pay twenty-five (25%) percent of the premium and the Commission shall pay seventy-five (75%) percent of the premium. The Commission and the Employee shall share the cost of any increases on a 50/50 basis.

**Section 3. Life Insurance.** The Commission shall pay seventy-five (75%) percent of the premium and the Employees shall pay twenty-five (25%) percent of the premium. Any increase in the premium shall be shared on a 50/50 basis. The level of benefits will be determined by the provider in accordance with the plan documents.

## **ARTICLE 21**

### **TUITION REIMBURSEMENT / TRAINING AND CAREER LADDERS**

Employees shall be eligible for Tuition Reimbursement under the provisions of the Tuition Reimbursement Policy as that policy may be amended from time to time. The tuition reimbursement allowance shall be \$3,000.00 per academic year.

Further, the labor/management committee will convene at the Union's request on or after February 15, 2008 to discuss the Union's career ladder proposal.

**ARTICLE 22**

**LAYOFF AND RECALL**

**Section 1.** The Commission and the Union agree that if the Commission, in its discretion, decides to lay-off Employees covered by this Agreement, the procedure contained in this Article shall apply (subject to applicable law).

**Section 2. Definitions.**

(a) **Seniority** - For purposes of this Article, the term "seniority" shall be defined as total continuous service with the Boston Water and Sewer Commission and the City of Boston (so long as such service with the City was immediately prior to January 1, 1978, and the Employee was transferred to the Commission as of that date). Service prior to an authorized leave of absence or prior to a layoff shall be counted towards total continuous service.

(b) **Layoff** - For purposes of this Article, the term "layoff" shall be defined as an employer-initiated separation of an Employee from service because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement or separation pursuant to the Discipline and Discharge Article of this Agreement.

(c) **Vacancy** - For purposes of this Article, the term "vacancy" shall be defined as a vacant position in the bargaining unit which management intends to fill.

(d) **Job Series** - For purposes of this Article, the term "job series" shall be defined as one (1) or more divisional positions in a promotional line of work differing in difficulty or responsibility.

**Section 3. Order of Layoff.** Employees shall be selected for layoffs in each job classification in each division in accordance with seniority.

**Section 4. Notice.** The Commission shall notify Employees designated for layoff at least ten (10) working days prior to the intended layoff. Notice to an Employee shall be complete upon actual notice except that notice to an Employee absent from work shall be complete three (3) calendar days after mailing of notice by certified mail, return receipt requested. If the notice required by this section is not provided to both the Employee and the Union, the Employee shall be paid the difference between the number of days of notice and the required notice.

**Section 5. Bumping.** An Employee who is designated for layoff may, upon notice of layoff, exercise the following bumping rights: He/she may bump into a vacancy in the same job classification within the Division; alternatively, he/she may bump into a vacancy in an equal or lower graded job classification within the Division or he/she may bump into a filled position in an equal or lower graded job classification within the Division which is held by an Employee who has less seniority than himself/herself and is the least senior Employee in that job classification, provided that such equal or lower graded job classifications are in the Employee's job series, and provided that the Employee is qualified to perform the duties and responsibilities of the position. An Employee who chooses to exercise his/her bumping rights must notify the Commission within five (5) working days of notice of layoff.

**Section 6. Recall.** An Employee who is laid-off or who bumps down, who has at least six (6) months of seniority, may exercise recall rights as provided herein. Such recall rights shall run for two (2) years from the date of layoff. Employees shall be notified by first class mail or actual notice of vacancies in his/her job classification in his/her division or in equal or lower grades in his/her division, and prior to filling said vacancies with any other person, the Employer shall offer the position to qualified responding Employees according to seniority.

Only an Employee who has notified the Employer in writing of his/her interest in recall prior to his/her layoff or bumping down, and who has included a mailing address, shall be entitled to notice of vacancies. The Union shall be notified (by mail) when the Employee is notified. To be eligible for recall, an Employee must respond affirmatively to the employer within seventeen (17) calendar days of the postmarked date of the notice, or fourteen (14) calendar days of actual notice, whichever comes first.

## **ARTICLE 23**

### **WAGES**

**Section 1. Across the Board Increases.** Effective July 1, 2008, there shall be an across the board wage increase of two and one-half percent (2.5%). Effective July 1, 2009, there shall be an across the board wage increase of two and one-half percent (2.5%). Effective July 1, 2010, there shall be an across the board wage increase of two and one-half percent (2.5%).

If, as a result of any across-the-board increase an Employee reaches the maximum rate of pay for their grade, the Employee will receive the remainder of his/her increase in a lump sum payment.

**Section 1A. Implementation of the Revised Wage Schedule and Increase to the Minimum and Maximum Salary Ranges.** The new wage schedule as provided in the attached Side Letter and Appendix A, Part II shall become effective upon the date of execution of this Agreement. Effective July 1, 2009, the minimum and maximum salary ranges for each grade shall increase by two and one-half percent (2.5%). Effective July 1, 2010, the minimum and maximum salary ranges for each grade shall increase by two and one-half percent (2.5%).

**Section 2.** In addition to the increases as provided in Section 1. and Section 1A. of the Agreement

and in accordance with the terms of the Side Letter attached hereto and incorporated herein, any Employee who is eligible to receive a merit increase in accordance with the revised performance evaluation instrument in the first year of the agreement from July 1, 2008 through June 30, 2009, will receive a \$20.00 merit/step increase upon the date of execution of this Agreement. Any eligible Employee whose anniversary date occurs between July 1, 2008 and the date of execution of this Agreement shall receive the \$20.00 merit/step increase retroactive to their anniversary date. There shall be no change in the Employee's anniversary date as a result of this increase. Employees shall also be eligible for a one and one-half percent (1.5%) merit/step increase in accordance with the revised performance evaluation form and provisions contained therein on their anniversary date in the second and third year of the Agreement covering the period from July 1, 2009 through June 30, 2011.

Employees shall not be eligible for pay increases that would raise their rates higher than the maximum wage rates for their grade. If, as a result of any increase, an Employee exceeds the maximum rate for their grade, he/she will receive the remainder of their increase in a lump sum payment.

Subject to applicable law, Employees on paid or unpaid leave of absence for a period of more than twelve (12) weeks during the review period shall receive a prorated merit/step increase upon return to work.

Determination of payments under this provision shall be based on a non-arbitrary evaluation made by the Commission. If an Employee is denied a merit/step increase or is granted less than sixty (60%) percent of the maximum increase provided herein, he/she shall be entitled to appeal to a panel composed of three (3) members appointed by the Commission and two (2) members appointed by the Union. Appeals from this procedure shall be through the grievance and arbitration

procedure, commencing at Step 2. Such appeals must be filed within thirty (30) days of the date of the Employee's receipt of the review and may only be processed if the Employee has received less than sixty (60%) percent of the maximum merit/step increase allowed.

For purpose of this Article, an Employee's anniversary date shall be the anniversary of his/her appointment to his/her current position.

Employees shall not be eligible for merit/step pay increases that would raise their rates higher than the maximum wage rates for their grade.

Employee reviews shall be completed within sixty (60) days of the anniversary date so long as the Employee has been an active Employee for sixty (60) days prior to his/her anniversary date. If an Employee is not in an active status, the review will be completed within sixty (60) days after the Employee returns to active service. For purposes of this section, active service shall not include extended sick leave, worker's compensation leave or any other leave of absence, paid or unpaid.

**Section 3.** The Commission agrees that the average weekly salary in the bargaining unit, for Employees eligible for merit/step pay, will be raised based on the adjustments contained in Section 2 by at least sixty (60%) percent of the stated maximum percentage.

**Section 4. Longevity.** There shall be a longevity program as follows:

|   |       |
|---|-------|
| Employees with ten (10) years of service<br>but less than fifteen (15) years    | \$300 |
| Employees with fifteen (15) years of service<br>but less than twenty (20) years | \$350 |
| Employees with twenty (20) years or more<br>of service                          | \$450 |

Such payment shall be made to Employees on the first pay day of the month following the anniversary date of their employment.

**Section 5. Hiring Rate.** When an Employee is hired from outside the Commission at a rate which is higher than the rate being paid to an incumbent Employee in the same job title, the Commission shall evaluate the candidate's work experience and educational achievements and shall compensate the new hire in accordance with the hiring schedule. Upon written request by the Union, the Commission shall provide written justification for the hiring rate.

**Section 6. Night Shift Differential.** Whenever, in the course of his/her regular service, an Employee works a night shift, he/she shall be paid a night shift differential of forty dollars (\$40.00) per week in addition to his/her regular pay. The term "night shift" shall mean a regular work shift, four (4) or more hours of which occur between 7:00 p.m. on one day and 8:00 a.m. on the next succeeding day.

## **ARTICLE 24**

### **WORKER'S COMPENSATION**

(a) An Employee who sustains a work-related injury shall provide the Commission as soon as possible after the industrial accident with a complete and detailed description of the industrial accident and his or her injury or physical complaints, and shall identify all persons who were involved in the accident and/or witnessed its occurrence.

(b) An Employee who sustains a work-related injury shall be required to obtain an initial diagnosis in connection therewith from a provider of medical treatment designated by the Commission except in an emergency. In such event, the Employee must obtain a diagnosis at such provider as soon as possible.

(c) An Employee who sustains a work-related injury shall be required to cooperate fully with the provider of medical treatment and to comply with any treatment plan or therapy prescribed

by such provider. Further, such Employee shall be required to refrain from any activities that might jeopardize or slow his or her recovery. If an Employee is working at another job while on workers' compensation, he/she must notify the Commission in writing.

(d) An Employee shall not accrue any additional sick leave or vacation leave while he or she is absent due to a work-related injury and receiving Workers' Compensation benefits. Effective upon the date of execution, an Employee absent from work due to a work related injury and receiving Worker's Compensation benefits in excess of six (6) months in a three (3) year period, shall not accrue any additional seniority. In such case, the seniority adjustment shall be retroactive to the first day of absence. However, notwithstanding anything contained herein to the contrary, the Commission shall have the discretion to allow seniority to continue to accrue after the six (6) month period referred to above if it deems it equitable to do so. The Commission's election to allow seniority to accrue pursuant to this Article or to elect not to do so shall be subject to the grievance and arbitration provisions contained herein.

Nor shall such Employee receive any holiday pay that otherwise would become due during, or is attributable to, any period of absence due to a work-related injury. An Employee on Workers' Compensation leave will be entitled to receive longevity payment on a pro rata basis after they return to work as long as they have actually worked for six (6) months during the twelve (12) months prior to the date on which the longevity payment would be due. An Employee on a Workers' Compensation leave is not eligible for promotion during the period of the leave but such leave period shall not be considered for purposes of denying the Employee a promotion once such Employee returns to work.

(e) In mitigation of Workers' Compensation benefits, an Employee who sustains a work-related injury shall be required to accept any modified work assignment or modified job that is

offered by the Commission which he or she is capable of performing, as determined by a treating physician.

An Employee who is assigned to a modified work assignment or modified job under this paragraph shall be compensated at the rate applicable to such job but shall be entitled to such additional workers' compensation payment provided by statute. (If this aspect of the law is changed, either party may reopen this Agreement on this issue.) His or her earnings shall be prorated on the basis of the number of hours worked on modified work or in a modified job, if less than full-time. The Commission will attempt to assign an Employee on modified work or in a modified job to his or her regular schedule. Such Employee shall have no right to work overtime.

(f) Reemployment rights for Employees on Workers' Compensation shall be in accordance with G.L. c. 152, s. 75A.

## **ARTICLE 25**

### **DURATION**

This Agreement shall take effect on July 1, 2008, except as otherwise provided herein, and shall continue in force to and including midnight, June 30, 2011. On or after February 15, 2011, the Union or the Commission shall notify the other that it wishes to negotiate terms for a successor Agreement.

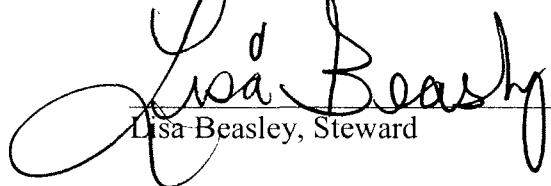
Signed this \_\_\_\_ day of February 2009.

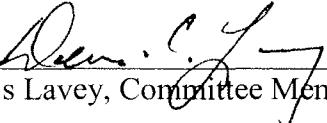
**FOR SEIU, LOCAL 888**

  
\_\_\_\_\_  
Susana Segat, President

  
\_\_\_\_\_  
John J. Magner, Bargaining Representative

  
\_\_\_\_\_  
Charlotte Killam, Chief Steward

  
\_\_\_\_\_  
Lisa Beasley, Steward

  
\_\_\_\_\_  
Dennis Lavey, Committee Member

  
\_\_\_\_\_  
Tess Clark, Committee Member

  
\_\_\_\_\_  
Marcia O'Brien, Committee Member

**FOR THE BOSTON WATER AND  
SEWER COMMISSION**

  
\_\_\_\_\_  
Vincent G. Manning, Executive Director

Approved as to form:

  
\_\_\_\_\_  
Bonita M. Gottschalk, General Counsel

**APPENDIX A- PART I**

**LOCAL 888 POSITIONS**

| <b><u>TITLE</u></b>                          | <b><u>GRADE</u></b> |
|--|---------------------|
| Account Service Clerk .....                  | C-9                 |
| Administrative Assistant I .....             | C-9                 |
| Account Service Representative.....          | C-9                 |
| Computer Operator.....                       | C-9                 |
| Facilities Representative .....              | C-9                 |
| Financial Services Representative.....       | C-9                 |
| Receptionist.....                            | C-9                 |
| Administrative Assistant II.....             | C-10                |
| Buyer .....                                  | C-10                |
| CAD Technician.....                          | C-10                |
| GIS Technician.....                          | C-10                |
| Senior Account Service Clerk .....           | C-10                |
| Senior Account Service Representative .....  | C-10                |
| Senior Compliance Officer.....               | C-10                |
| Senior Computer Operator .....               | C-10                |
| Senior Contract Representative.....          | C-10                |
| Senior Financial Service Representative..... | C-10                |
| Meter Service Representative.....            | C-11                |

**APPENDIX A- PART I Continued**

**LOCAL 888 POSITIONS**

| <b><u>TITLE</u></b>                             | <b><u>GRADE</u></b> |
|---|---------------------|
| Plans Examiner.....                             | C-11                |
| Principal Account Service Representative .....  | C-11                |
| Principal Financial Service Representative..... | C-11                |
| Senior CAD Technician .....                     | C-11                |
| Senior Construction Engineer .....              | C-11                |
| Senior GIS Technician .....                     | C-11                |
| Investigator.....                               | C-12                |
| Principal CAD Technician .....                  | C-12                |
| Principal GIS Technician .....                  | C-12                |
| Senior Engineering Technician .....             | C-12                |

**APPENDIX A- PART II**

**SALARY SCHEDULES**

**SEIU, LOCAL 888**

**EFFECTIVE JULY 1, 2008**

| <b><u>GRADE</u></b> | <b><u>MINIMUM</u></b> | <b><u>MAXIMUM</u></b> |
|---------------------|-----------------------|-----------------------|
| C-8                 | \$ 550.99             | \$ 878.14             |
| C-9                 | \$ 604.03             | \$ 962.67             |
| C-10                | \$ 656.68             | \$1,046.58            |
| C-11                | \$ 722.35             | \$1,130.30            |
| C-12                | \$ 674.12             | \$1,116.67            |

**DATE OF EXECUTION – JUNE 30, 2009**

| <b><u>GRADE</u></b> | <b><u>MINIMUM</u></b> | <b><u>MAXIMUM</u></b> |
|---------------------|-----------------------|-----------------------|
| C-9                 | \$ 622.15             | \$ 991.55             |
| C-10                | \$ 676.38             | \$1,077.98            |
| C-11                | \$ 744.02             | \$1,164.21            |
| C-12                | \$ 818.42             | \$1,301.29            |

**JULY 1, 2009 - JUNE 30, 2010**

| <b><u>GRADE</u></b> | <b><u>MINIMUM</u></b> | <b><u>MAXIMUM</u></b> |
|---------------------|-----------------------|-----------------------|
| C-9                 | \$ 637.70             | \$1,016.34            |
| C-10                | \$ 693.29             | \$1,104.93            |
| C-11                | \$ 762.62             | \$1,193.31            |
| C-12                | \$ 838.88             | \$1,333.82            |

**JULY 1, 2010 - JUNE 30, 2011**

| <b><u>GRADE</u></b> | <b><u>MINIMUM</u></b> | <b><u>MAXIMUM</u></b> |
|---------------------|-----------------------|-----------------------|
| C-9                 | \$ 653.65             | \$1,041.75            |
| C-10                | \$ 710.62             | \$1,132.55            |
| C-11                | \$ 781.69             | \$1,223.15            |
| C-12                | \$ 859.86             | \$1,367.17            |

## **SIDE LETTER**

# BOSTON WATER AND SEWER COMMISSION

AND

# SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888

This Side Letter is signed concurrent with the execution of the Memorandum of Agreement dated October 30, 2008, between the Boston Water and Sewer Commission (the "Commission") and Local 888 (the "Union"). The parties agree as follows:

## **Implementation of the Revised Wage Schedule/Position Consolidation/Upgrades.**

Effective upon the date of execution of this Agreement, grade C-8 shall be eliminated; the revised wage schedule for Grades C-9 through C-12 shall be implemented; and position consolidation/ upgrades shall become effective. Any incumbent whose weekly salary falls below the new range minimum for his or her position shall receive a salary adjustment to the new range minimum. Any Employee whose position is upgraded whose salary exceeds the new range minimum shall receive a salary increase of one percent (1.0%) effective on that same date.

## **Establishment of 3-Tier Career Ladder for Designated Positions.**

Effective upon the date of execution of this Agreement, a 3- tier career ladder shall be established in four functional areas as follows:

## Account Services

|  |      |
|--|------|
| Account Service Representative           | C-9  |
| Senior Account Service Representative    | C-10 |
| Principal Account Service Representative | C-11 |

**Financial Services**

|   |      |
|---|------|
| Financial Services Representative           | C-9  |
| Senior Financial Services Representative    | C-10 |
| Principal Financial Services Representative | C-11 |

**CAD**

|                          |      |
|--------------------------|------|
| CAD Technician           | C-10 |
| Senior CAD Technician    | C-11 |
| Principal CAD Technician | C-12 |

**GIS**

|                          |      |
|--------------------------|------|
| GIS Technician           | C-10 |
| Senior GIS Technician    | C-11 |
| Principal GIS Technician | C-12 |

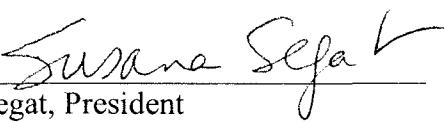
Any Employee who holds the position of Account Service Representative, grade C-9 or Financial Service Representative, grade C-9 shall receive an upgrade to the position of Senior Account Service Representative, grade C-10 or Senior Financial Service Representative, grade C-10 effective January 1<sup>st</sup> following the completion of two (2) years of service; two (2) consecutive years of positive performance evaluations (defined as meets requirements); and no active discipline at the suspension level.

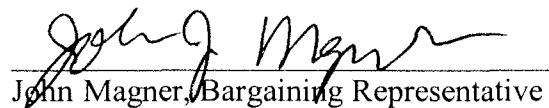
Any Employee who holds the position of CAD Technician, grade C-10 or GIS Technician, grade C-10 shall receive an upgrade to the position of Senior CAD Technician, grade C-11 or Senior GIS Technician, grade C-11 effective January 1<sup>st</sup> following the completion of two (2) years of service; two (2) consecutive years of positive performance evaluations (defined as meets requirements); and no active discipline at the suspension level.

SIDE LETTER

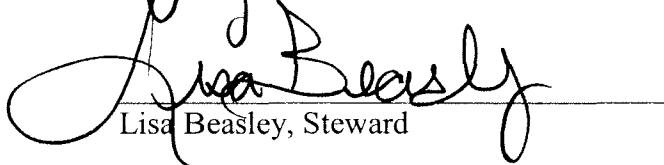
Signed this \_\_\_\_ day of February 2009.

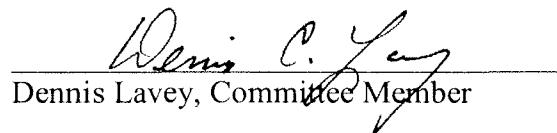
**FOR SEIU, LOCAL 888**

  
\_\_\_\_\_  
Susana Segat, President

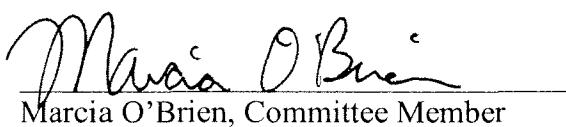
  
\_\_\_\_\_  
John Magner, Bargaining Representative

  
\_\_\_\_\_  
Charlotte Killam, Chief Steward

  
\_\_\_\_\_  
Lisa Beasley, Steward

  
\_\_\_\_\_  
Dennis Lavey, Committee Member

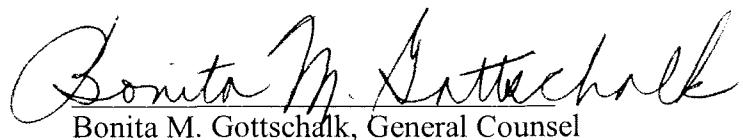
  
\_\_\_\_\_  
Tess Clark, Committee Member

  
\_\_\_\_\_  
Marcia O'Brien, Committee Member

**FOR THE BOSTON WATER AND  
SEWER COMMISSION**

  
\_\_\_\_\_  
Vincent G. Mannerling, Executive Director

Approved as to form:

  
\_\_\_\_\_  
Bonita M. Gottschalk, General Counsel