Agreement Between

Veolia Water North America – Northeast, LLC (VWNA-NE)

And

American Federation of State, County and Municipal Employees, AFL-CIO
On behalf of Council 93, Local 851

NEW BEDFORD, MA

July 1, 2019 - June 30, 2022
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PREAMBLE
This Agreement, by and between Veolia Water North America - Northeast, LLC (VWNA - NE, LLC), hereinafter referred to as "the Company", and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, Council 93, Local 851, hereinafter referred to as the "Union".

ARTICLE I, RECOGNITION
Section 1.01. The Company recognizes the Union as the exclusive representative for the purpose of establishing wages, hours of employment, terms and other working conditions of employment for those employees employed at the City of New Bedford's Wastewater Treatment Plant in the classifications set forth in Appendix "A" of this Agreement. All other employees, including but not limited to those employed as supervisors and confidential employees as defined by the National Labor Relations Act (NLRA), office-clerical, guards and temporary employees, shall be excluded from coverage under this Agreement.

ARTICLE II, EMPLOYMENT CLASSIFICATIONS
Section 2.01. Probationary Employees. An employee shall be regarded as a probationary employee for the first six (6) months of employment from last date of hire. Probationary employees may be discharged and/or disciplined at will and shall have no recourse to challenge discipline or discharge under the grievance procedure.

Section 2.02. Regular Employees. A regular employee is one who is employed on a full-time or part-time basis and has successfully completed the probationary period. A regular full-time employee is one who regularly works forty (40) hours per week. A regular part-time employee is one who is not employed on a temporary basis and regularly works less than forty (40) hours per week. Regular part-time employees will be eligible to receive prorated benefits.

Section 2.03. Temporary Employees. A temporary employee is one who performs services on a relief basis when needed by the Company or for training or short-term employment, such as replacements for leaves of absence, vacations, etc. Temporary employment shall not exceed a ninety (90) day period, unless the Union agrees otherwise in writing. A temporary employee is not covered by the terms of this Agreement and is not entitled to receive any benefits under this Agreement.

ARTICLE III, MANAGEMENT RIGHTS
Section 3.01. Except as otherwise provided in this Agreement, the Company retains all rights related to management of the plant, including the right to hire; classify; promote; train; transfer within the City of New Bedford Wastewater Treatment Plant; assign and retain employees; to suspend, demote, discharge or take other disciplinary action against regular employees for just cause and against probationary employees at its discretion; to determine the methods, technology and means of operations as it deems appropriate to improve plant efficiency; to plan direct and control plant operations; to determine staffing levels and assign work schedules (as set forth in Section 6.01 - Normal Workweeks and Shift Schedules); and to adopt reasonable rules and regulations which are not contrary to this Agreement, and to revise and enforce those rules, provided advance notice is given to the Union and posted for the employees.

The above listed rights are not intended to be exclusive. In addition to the specific rights set forth above, it is agreed and understood that the Company reserves and retains all customary
and traditional rights, prerogatives and authority related to its responsibility to manage the plant, except as provided in this Agreement.

Section 3.02. If the Company does not exercise any management right reserved to it, or if it exercised a management right in a particular way, this conduct shall not be deemed a waiver of the Company’s rights to exercise such a right in the future, nor shall it preclude the Company from exercising the right in a way not in conflict with this Agreement.

ARTICLE IV, EQUAL EMPLOYMENT OPPORTUNITY
Section 4.01. It is the continuing policy of both the Company and the Union to comply with all Federal and State Equal Employment Opportunity Laws and to not discriminate against any employee because of race, color, age, sex, religion, national origin, handicap or other protected status.

Section 4.02. The provisions of this Agreement shall apply alike to male and female employees. Masculine references in this Agreement shall be deemed to include feminine references and vice versa.

ARTICLE V, UNION SECURITY
Section 5.01. All employees who are members of the Union on the effective date of this Agreement shall maintain their membership in good standing in the Union as a condition of continued employment. All employees covered by this Agreement who are not members of the Union on the effective date of this Agreement and all new employees hereinafter employed shall become and remain members in good standing in the Union as a condition of continued employment on and after the first week following the beginning of their employment or the effective date of this Agreement, whichever is the later.

Section 5.02. Membership in good standing shall be defined by federal or state law. No employee shall be considered as having failed to maintain his membership so long as he regularly tenders to the Union his uniform monthly dues and/or uniform initiation fee.

Section 5.03. Check Off. Upon receipt of a written authorization from an employee covered by this Agreement, the Company shall, pursuant to such authorization, deduct from the salary of such employees and pay to the Union all membership fees due to the Union on a monthly basis. No revocation of union dues check-off will be effective unless it is submitted to the Project Manager in writing.

The Company agrees to notify the Union in writing whenever a new employee covered by the Agreement is hired. Notification will be provided within ten (10) workdays of the employee’s date of hire.

Section 5.04. Indemnification. The Union agrees to indemnify and save the Company harmless against any and all claims, suits, or other forms of expense or liability arising out of action taken by the Company in compliance with the Union’s directives under this Article.

ARTICLE VI, HOURS OF WORK AND OVERTIME
Section 6.01. Normal Workweeks and Shift Schedules. The normal workweek for full-time employees will be eight (8) hours per day for five (5) consecutive workdays, exclusive of meal periods. The normal starting time for employees on second shift shall be 7:00 a.m. - 8:00 a.m. to 3:00 p.m. - 4:00 p.m. The normal starting time for employees on the third shift shall be 3:00 p.m. -
4:00 p.m. to 11:00 p.m. - midnight. The normal starting time for employees on first shift shall be 11:00 p.m. - midnight to 7:00 a.m. - 8:00 a.m. Employees will be notified of changes in their normal starting times at least fourteen (14) days in advance.

Section 6.02. Meal, Break and Cleanup Periods. Time off for meal periods for shift employees shall not exceed one half (½) hour per eight (8) hour shift and is compensable. Employees scheduled for eight (8) or more hours of work shall receive one (1) fifteen (15) minute break period, except in cases where emergencies or unusual circumstances preclude such break period. To the extent it is practical, the rest period will be scheduled midway through the first one-half (% of the day and a fifteen (15) minute cleanup time will be scheduled at the end of the day.

Section 6.03. Overtime Pay. Overtime pay at time-and-one-half (1½) regular straight-time rates will be paid for all hours worked over eight (8) in a workday or forty (40) in a workweek and on recognized holidays. Approved leave (holidays, vacations, funeral leave, jury duty, and personal leave) on a regularly scheduled work day, will be considered hours worked for the purpose of computing overtime. Sick leave will not be considered hours worked for the purpose of computing overtime.

Employees who report for training or meetings required by the Company outside their regularly scheduled working hours will also be paid at the overtime rate of time-and-one-half (1½) for all time spent in such training.

Overtime must be authorized by a supervisor before it is worked, except where lack of advance notice is justified by emergency. The Company may require employees to work unscheduled overtime as necessary to respond to emergencies and maintain essential operations.

Section 6.04. Overtime Work Assignments. Overtime work assignments will be distributed as equally as is practicable among those qualified to perform the required overtime work and within the same classification.

Overtime will be distributed based upon the total opportunity each employee in the classification has been provided. Refusal of overtime work will be recorded as time worked. These hours as well as actual overtime worked will be computed for the purpose of equalizing overtime. The employee with the fewest hours will be provided opportunity first, and so on in ascending order. With each opportunity, hours worked and/or refused will be added to the employee’s total opportunity and the next rotation will be based upon the most recent numbers. In a case where two or more employees have equal hours, the more senior employee will come first in the rotation.

For non-scheduled overtime, when there has been a logged attempt to contact the next employee in rotation and there is no direct contact with said employee, that failure to contact will be considered a refusal of overtime and as such that employee will be charged accordingly. Attempts to reach the employee will be only to the employee designated main contact number. Messages on a personal or electronic messaging number will be considered a refusal unless said employee responds before overtime is distributed.

At the beginning of each month, the employee with the least amount of opportunity in each classification will revert to zero hours. The total opportunity that employee did have will be subtracted from the total opportunity of the other employee’s in the same classification. This number will be carried over to the next month and, for the purpose of determining rotation only, is considered the employee’s total opportunity.
Employee’s that are new to a classification will initially be equal to the employee with the highest opportunity in the same classification.

In the event that no one accepts the available overtime, the Company will assign personnel and staff the facility at its own discretion. When unaccepted overtime is determined to be necessary, it will be assigned to qualified, available employees by the following methods:

1) Assign employees by means of reverse seniority rotation, or
2) Allow a qualified employee from another classification to fill in temporarily, or
3) Use management employees to perform such work if not successful in obtaining employees to perform overtime work after reasonable efforts have been made to comply with overtime procedures.

The Company will maintain a posting of the current and previous months’ rotation summary.

Lists of overtime opportunity shall revert to zero (0) for all employees at the beginning of the year. The first opportunity of the year is awarded based on seniority in classification.

Section 6.05. No Guarantee. This Article defines normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, except as set forth in Article VII, Call-In Pay and Article X, Section 10.04, Working on a Designated Holiday.

Section 6.06. No Pyramiding. Notwithstanding any provisions of this Agreement, there shall be no pyramiding of overtime or premium pay.

Section 6.07. Time Reporting. For the purpose of computing wages, time shall be accounted for in fifteen (15) minute increments.

ARTICLE VII, CALL-IN PAY

Section 7.01. Employees who are required to report to work outside their normal working schedule shall be guaranteed a minimum of three (3) hours pay at overtime rates. The Company may, at its discretion, require any called-in employee to work for the duration of the three (3) hour period.

Section 7.02. Employees who are called in to report for work two (2) or less hours before their scheduled starting time will not be entitled to call-in pay.

ARTICLE VIII, SENIORITY

Section 8.01. Definition of Seniority. Seniority is defined as an employee’s length of continuous service without a break in employment at the City of New Bedford’s Wastewater Treatment Plant. To qualify for seniority, an employee must work an initial probationary period of six (6) consecutive months. When an employee has completed the probationary period, his seniority date will date back to his most recent date of hire.

Section 8.02. Application of Seniority. Seniority shall apply to the following employment actions:

A. Layoffs and Recalls. In the event the Company determines a reduction in force is necessary, employees will be laid off in the following order:

1st Temporary Employees
2nd Probationary Employees
3rd Regular Employees

In the event layoff is limited to temporary and probationary employees, it is agreed that the Company may retain the employee(s) it considers most qualified without regard to length of service. In the event a layoff of regular employees is necessary, employees will be laid off in order of seniority with the least senior employee in the classification being affected being laid off first and continuing in that order, provided the qualifications and job performance of the more senior employee(s) to perform the work required are relatively equal to those of less senior employee(s).

In the event the Company determines the qualifications and performance of a senior employee is not relatively equal, it has the burden of proving the lack of relative equality to any grievance proceeding.

In the event of a layoff or reduction in force effecting the "Lead Chief Operator" and/or "Noise & Odor Technician" positions, the affected employee(s) may, at their option, displace a less senior employee in the classification previously held providing that: the Company is given written notice of the employee's intention to exercise this option and that the employee currently meets all of the requirements of that position.

When recalling employees from layoff, the Company agrees that regular employees shall be returned to work in reverse order of layoff, subject to the same qualifications as set forth above.

B. Promotions. In the event a permanent vacancy occurs in a job classification covered by this Agreement, the Company will post the job opening for a period of seven (7) days. A "permanent vacancy" is defined as a bargaining unit job which becomes vacant as the result of the resignation, retirement, discharge or other termination of seniority by a regular employee or by the addition of a new position which is appropriate for inclusion in the bargaining unit under NLRA precedent. The Company will consider all those employees who sign the posting within the seven (7) day period in selecting an employee to be promoted. In the event there is an interested candidate who in the Company's determination has the skills, ability and performance capabilities to fill that job, that employee will be selected. In the event the Company determines that two (2) or more internal candidates have relatively equal skills, ability and performance capabilities to fill that position, the employee with the greatest seniority in the job classification will be selected to fill the position. In the event none of the internal candidates are, in the determination of the Company, sufficiently skilled, able and capable of filling that position; the Company may fill the position using other applicants. The Company will not be arbitrary, capricious, or discriminatory in making its determination. Such determination is subject to the grievance procedure.

The first thirty (30) calendar days an employee serves in a newly promoted job will be considered probationary. During this period, an employee can be returned to his former job at the Company's discretion.

C. Vacation Scheduling. Each employee will choose one week of vacation in a seniority rotation, with the most senior employee in a classification choosing first. After all employees have selected their first week, the employee with the greatest length of seniority will be given first choice of vacation days off in accordance with Article XI, Vacations.

D. Shift Preference. Employees will be granted preference in regularly scheduled normal shift assignments based on seniority in classification first, provided such assignments do not prevent the Company from staffing its shifts with persons qualified to perform the work required to be performed on individual shifts.
Section 8.03. Termination of Seniority. Seniority shall be broken and the employment relationship shall be terminated by:

A. Discharge of a regular employee for just cause, or a probationary employee at the Company's sole discretion.

B. Voluntary resignation or retirement. (Failure to report to work for two (2) consecutive working days without notice shall be considered a voluntary resignation.)

C. Absence from work due to layoff, non-occupational illness/injury, or any other reason for a period of eighteen (18) consecutive months.

D. Absence from work due to occupational illness or injury for a period of twenty-four (24) consecutive months. (However, seniority will be frozen after eighteen (18) consecutive months of absence).

E. Failure to respond to a recall notice sent by certified mail, return receipt requested, to the last address provided to the Company through personnel records within five (5) days of delivery.

F. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to non-occupational or occupational illness or injury, failure to report for available work within five (5) days of the Company's receipt of notice of medical release to return to work.

G. Working for another employer during a leave of absences. It is understood and agreed that the Company may determine that special circumstances exist to justify failure to report to work or failure to respond or report under Sections B, D, E and G above. The Company will not be arbitrary, capricious or discriminatory in making its determination.

Section 8.04. Restoration of Seniority. A discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement will have his seniority status made whole upon his return to work.

ARTICLE IX, PERFORMANCE OF BARGAINING UNIT WORK
Section 9.01. Supervisors and non-bargaining unit personnel are not restricted from performing work normally performed by employees in the bargaining unit in cases of emergency; to fill in for vacationing employees and employees on leaves of absence; for the purpose of training, inspection, instruction, to change, develop, improve processes or methods of operation; to protect company property, to insure the safety of the employees, and proper operation of the equipment; or as set forth in Article VI, Section 6.04, Overtime work assignments.

ARTICLE X, HOLIDAYS
Section 10.01. Designation of Holidays. The following days shall be considered paid holidays for all regular and probationary full-time employees:

- New Year's Day
- Labor Day
- Martin Luther King Day
- Columbus Day
- Presidents' Day
- Veteran's Day
- Patriot's Day
- Thanksgiving Day
- Memorial Day
- Friday after Thanksgiving
- Independence Day
- Christmas Day

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For employees who regularly work a Monday through Friday work schedule, if any of the above-mentioned holidays fall on Saturday or Sunday, the holiday shall be recognized and observed on the preceding Friday or the succeeding Monday at the Company's option.

Section 10.02. Holiday Pay. Eligible employees shall receive eight (8) straight hours pay at the regular straight-time base rate of pay for holidays.

Section 10.03. Eligibility for Holiday Pay. To qualify for holiday pay, an employee must work his last regularly scheduled work day before and after the holiday, unless he is on vacation. Employees who report ill on a holiday and provide medical verification of the illness will be eligible to receive holiday pay only and will not be paid for sick leave in addition to their holiday pay.

Section 10.04. Working on a Designated Holiday. Full-time employees who are required to work on a recognized holiday will be paid the premium rate of time and one-half their regular rate of pay for all hours worked on the holiday, in addition to holiday pay.

ARTICLE XI, VACATIONS

Section 11.01. Vacation Benefit Schedule. All full time regular employees shall earn paid vacations in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Paid Vacation Per weekly pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>1.54 hours</td>
</tr>
<tr>
<td>More than 5 but less than 10 years</td>
<td>2.31 hours</td>
</tr>
<tr>
<td>More than 10 but less than 20 years</td>
<td>3.08 hours</td>
</tr>
<tr>
<td>More than 20 years</td>
<td>3.65 hours</td>
</tr>
</tbody>
</table>

No vacation pay is earned and vacations may not be taken during the first six (6) months of employment. However, upon completion of the first continuous six (6) months of employment, an employee's accumulated vacation credit will date back to his first date of hire. Vacation pay is payable at the rate of eight (8) hours regular base straight-time pay for every day of vacation pay earned.

Section 11.02. Vacation Accrual. Vacation pay will continue to accrue while an employee is on leave with pay status, i.e. while employees are on sick leave, vacation, jury duty pay, funeral pay or other wage compensation from the Company.

Section 11.03. Payment on Termination of Employment. Employees who are discharged, resign or otherwise suffer a termination in seniority as set forth in Article VII of this Agreement shall be paid accrued vacation pay, including prorated vacation pay for each full month of employment during the current vacation anniversary year.

Section 11.04. Scheduling of Vacations. Vacations must be scheduled and approved by the Company consistent with operational needs. To assist in the scheduling of vacations, the Company will post a vacation roster during the month of December of each year. Employees may designate vacation preferences on the vacation roster in blocks of at least five (5) consecutive days. The Company will attempt to accommodate employee vacation requests. However, in the event of a conflict in vacation schedules, the Company will give preference to the most senior employee, provided that employee designates his vacation request on the vacation roster no later than January 1st.
Vacations may be granted in daily increments without designation on the vacation roster with advance approval from management.

Section 11.05. Holidays Falling Within Vacations. When a recognized holiday falls during an eligible employee's vacation, he shall receive holiday pay and not be charged a vacation day. However, an employee may specifically request to utilize a vacation day in addition to the holiday. This request must be made on the applicable vacation request form, at the time of submittal.

Section 11.06. Vacation Carryover. Employees can accrue vacation time up to a maximum of twice their annual entitlement. If an accrual of twice the annual vacation entitlement is attained, additional vacation days do not accrue until sufficient vacation days are taken so the accrued vacation falls below the maximum of permissible accrued vacation days.

ARTICLE XII, LEAVE OF ABSENCE

Section 12.01. Personal Leave. An employee may be granted an unpaid personal leave of absence upon written request at the Company's discretion. All such leaves must designate a date for return to active employment in order to allow for proper staffing during the employee's absence. Such leaves will generally be limited to no more than sixty (60) days, unless the leave is covered by the Family Medical leave Act (FMLA). Seniority will be retained, but fringe benefits are not provided, nor do they accrue during an unpaid personal leave of absence. Prompt return at the end of such leave is essential for benefits and employment to be reinstated. Employees will be required to utilize all accumulated sick leave where appropriate and/or vacation benefits prior to receiving unpaid leave.

Section 12.02. Jury Duty. In the event any employee covered by this Agreement is summoned to any court for the purpose of performing jury service, the employee shall be compensated for any regularly scheduled working hours spent in the actual performance of such service. The amount of the compensation shall be the straight-time wages lost by the employee as a result of jury duty, less compensation received for such jury duty, exclusive of mileage reimbursement.

In order to receive compensation, you must provide the Project Manager prior written notice that you have been summoned for jury duty. You must furnish evidence satisfactory to the Company that you reported for or performed jury duty on the days for which you claim such compensation. (Such evidence normally would be the pay voucher provided or Certificate of Juror Service by the appropriate court.) If your services as a juror are not required and you do not report for jury duty, you must advise your supervisor of that fact and report to your regular work location.

Section 12.03. Sick Leave.

A. Accrual. All regular full-time employees shall accumulate sick leave at the rate of five (5) days per year (.77 hours per pay period), with a carryover from year to year of a maximum of twenty (20) days. Employees with more than twenty (20) days accumulated at the time of this agreement will have their accrual frozen until their sick-leave bank is below twenty (20) days. Employees who are on any type of unpaid leave are not eligible to accrue sick leave benefits.

Probationary employees will not be able to accrue or use sick leave. However, employees who successfully complete probation will be credited with the sick leave benefits they would have accrued during their six (6) month probationary period.

B. Usage. Accumulated sick leave shall be used only for the following purposes:
1. For off-the-job injuries or illnesses which prevent the employee from working his regularly scheduled working hours, including illness of a child.

2. To attend a doctor, dental, optical or other medical appointment (employee and child), provided at least one (1) day’s prior notice is given to the Company. Sick days may also be used for reasons of family and medical leave that are in accordance with state, provincial, US Federal (FMLA) or other national law.

3. For on-the-job injuries or illnesses during the waiting period before his/her first workers compensation check is received. However, in order to be entitled to draw sick leave benefits for this purpose, the employee must report the accident that caused the injury immediately. In the event of an occupational illness, the employee must report this illness immediately upon onset of symptoms.

4. Upon receipt of the first workers’ compensation check, employees are required to promptly reimburse the Company for any sick leave benefits they drew during the waiting period. The employee will then be re-credited with the sick leave (s)he used during this period.

C. **Payment.** Sick leave benefits will be paid at regular straight-time base rates of pay for the hours the employee would have worked, not to exceed eight (8) in any workday or forty (40) in any workweek. Sick leave benefits are not convertible to cash or any form of compensation. Accumulated sick leave benefits are forfeited when service with the Company is terminated.

D. **Sick Leave Notification.** To be eligible for sick leave benefits for absences caused by illness or injury, an employee must notify the Company at least one (1) hour prior to the start of his scheduled shift that he will be unable to work. Additionally, the employee shall notify the Company on a daily basis of the reason for the absence and his progress so that the Company may plan for the employee's return. No daily notice will be required when the employee has submitted a doctor's slip which specifically states he will be unable to return to work until a certain date. Failure to notify the Company as provided may disqualify the employee from sick leave benefits for any day the employee fails to report.

E. **Sick Leave Verification.** Any employee requesting sick leave pay for more than three (3) consecutive work days must furnish a medical certificate satisfactory to the Company that his absence from work was required due to a bona fide illness or injury. The medical certificate needs to be provided by your health care provider (MD or DO).

Abuse of sick leave will be considered grounds for disciplinary action, including discharge.

The Company may also require any employee to provide medical verification by a physician (designated and paid for by the Company) that his absence was required because of a bona fide illness or injury or to attend a medical appointment as a condition of receiving sick leave payment whenever it has a reasonable suspicion that the employee is abusing sick leave. Where there is a pattern of an employee absence on the day before and/or day after his/her workweek, that pattern will constitute reasonable suspicion of abuse.

F. **Sick Leave Incentive.** Regular full-time employees who have accrued sick leave and who utilize one (1) or less days of sick leave during the calendar year shall be eligible to receive additional compensation from the Company as follows:

- Zero Sick days used: $1000
- One Sick day used: $750
The sick leave incentive will be paid on or about the first pay-date of January of each year, for the preceding year. Employees must have worked the full calendar year to be eligible for the bonus. A doctor's note does not excuse an employee's absence for eligibility in the sick leave incentive program. This program will be applied within the rules of the FMLA.

Section 12.04. Maternity Leave. Any temporary disabilities caused or contributed to by pregnancy and/or childbirth shall be considered a personal illness and all regular sick leave benefits, rules and regulations shall apply the same as any other illness. The Company will provide employees maternity leave on the same basis as other medical leaves are provided in accordance with state and federal law. Additionally, employees on maternity leave who desire to remain off work following recovery from disability may apply for a personal leave of absence.

Section 12.05. Bereavement Leave. In case of a death in the immediate family of the employee, the employee will, upon request, be allowed a maximum of three (3) days off with pay for the purpose of attending the funeral or services and assisting in the arrangements. Immediate family shall mean the employee's spouse; children (including stepchildren and foster children); mother; father; sister or brother; present mother-in-law, father-in-law, daughter-in-law, son-in-law; domestic partner; and the grandparents or grandchildren of the employee or the employee’s spouse. One day's paid bereavement leave will be provided for employees to attend the service or assist in arrangements for an aunt, uncle, niece, nephew, present brother-in-law and present sister-in-law. Employees who desire additional time off from work may request unscheduled vacation time and/or an unpaid leave of absence.

Section 12.06 - Short Term Disability. Employees are eligible to participate in the Company’s Short-Term disability plan (paid for by the company) at the same level as other non-union the Company employees, based on the terms of the plan.

Section 12.07 - Long Term Disability. Employees are eligible to participate in the Company’s Long-Term disability plan (paid for by the company) at the same level as other non-union the Company employees, based on the terms of the plan.

Section 12.08 - Voluntary Long Term Disability. Employees are eligible to participate in the Company’s Voluntary Long Term disability plan, at the employee’s expense and at the same level as other non-union the Company employees, based on the terms of the plan.

Section 12.09 – Personal Days: Full time employees are eligible for personal leave days to a maximum of three (3) days per calendar year. In order to be eligible for personal leave pay an employee must notify the Plant Manager of his intended absence in writing at least three (3) working days before the leave begins, unless the circumstances for requesting the leave did not permit three (3) working days of notice.

Requests for personal leave are subject to the approval of Management. Personal leave days will not accumulate from one calendar year to the next year.

Personal leave pay will not be paid for any day an employee is receiving other types of compensation (sick leave, vacation, jury duty pay, etc.).

An employee who is hired between January 1 and March 31 is entitled to three (3) personal days; an employee hired between April 1 and June 30 is entitled to two (2) personal days; and an employee who is hired between July 1 and September 30 is entitled to one (1) personal day. Personal Days may be used in 4 hour and 8 hour increments. An employee who is hired between October 1 and December 31 is not entitled to any personal days until January 1 of the following year.
If unused, personal days are not eligible for carryover from calendar year to calendar year.

Section 12.10. Inclement Weather. The Company recognizes that weather conditions vary and that inclement weather occurs during certain seasons of the year. The Company is committed to maintaining normal operations during periods of inclement weather in order to service our customers.

In the event of severe inclement weather conditions, however, such as extreme snowfall, tornadoes, hurricanes and the like, the decision to maintain normal operations is that of the most senior manager in the facility. If the Plant Manager determines that the facility will maintain normal operations but an employee is unable to report to work, the employee is entitled to request that the day be taken as a personal day or vacation day, or unpaid if the employee has no accrued vacation time or personal days available.

In the event that the Plant Manager determines that the plant will be operated with minimal staffing and the plant is inaccessible, employees not required for minimal staffing may request that the day be taken as a personal day or vacation day, or may be designated at the Plant Manager’s discretion as unpaid.

ARTICLE XIII, HEALTH AND WELFARE INSURANCE

Section 13.01. Coverage. Employees covered by this Agreement will be provided health insurance under the Company’s group health insurance plan, on the same terms as other Company employees, including dental & employee life insurance of one times annual base wages. The applicable premiums, if any, options available and coverage limitations may change from time to time. Contribution rates will not be more than twenty-five percent (25%) of the currently effective premium for the Company’s health insurance plan. The Company will pay 100% of the dental premium for each covered employee. The Company will pay one hundred percent (100%) of the contribution for employee’s basic life insurance. The employee may elect additional supplemental life insurance for themselves, their spouse and/or children in accordance with the plan, during open enrollment.

The amount of each covered employee’s health insurance contribution will be automatically adjusted downward or upward as changes are made in the contribution rate. Employee contributions will be deducted from employee wages through payroll deductions.

Section 13.02. Eligibility. Full-time regular employees become eligible for coverage on the first day of the month following employment, provided all necessary enrollment forms have been completed and submitted to the Company. Eligible employees continue to receive coverage by working on a regular, full-time basis. Full-time regular employees who go on a leave of absence will continue to be eligible for payment of premium by the Company through the end of the month in which their vacation, sick leave, workers’ compensation or other benefits for paid time off expire. Employees who are off work on workers’ compensation and are not receiving wages to allow for a deduction of the employee portion of the premium payment must submit payment for their share of the premium amount to the Company on a timely basis in order to continue to receive the Company’s contribution to premium payment. Employees who fail to submit timely payment will be subject to discontinuation of insurance benefits.

Section 13.03. It is understood and agreed that the Company may, upon thirty (30) days written notice, change its insurance carrier, provided the overall level of benefits provided is substantially equal to or better than those provided under the prior plan.
ARTICLE XIV. RETIREMENT

Section 14.01. 401k Plan. Employees covered by this Agreement are eligible to participate in the Company’s 401k Plan at the same level currently in effect for other the Company employees, based on the terms of the plan. The Company will contribute to eligible employees’ plan accounts a contribution that matches 100% of the first 1% of the employee contribution and 50% of the next 5% of Deferred Savings for a Company match of up to 3.5% during the term of this agreement.

Section 14.02. Plan Description Copies of the Company’s 401k plan descriptions will be provided to each eligible employee.

ARTICLE XV. TUITION REIMBURSEMENT

Section 15.01. All full-time regular employees are eligible to apply for tuition reimbursement for courses taken outside regular working hours and after six months of employment.

Requests for tuition reimbursement must be submitted and approved by the Project Manager prior to enrolling for any course. Response will be given within fourteen (14) days of receipt of request. No response will be considered a denial. Courses and programs eligible for reimbursement must, in the Company’s opinion, be relevant to the employee’s present job. A course that is a requirement for a degree has to be directly relevant to an employee’s job to be eligible for reimbursement. The amount of tuition reimbursement for approved job-related courses will be 100% if the employee passes the course and provides verification of a passing grade. No reimbursement will be paid for courses commenced prior to the effective date of this Agreement.

To apply for reimbursement, employees must complete a Tuition Reimbursement Application and obtain approval through the signature of the Project Manager each semester.

To receive reimbursement, employees must submit a copy of the application, their official grade record and canceled checks to the Project Manager.

Tuition reimbursement will be made only for the actual cost of the course tuition and does not include the cost of books, registration fees, transportation costs or other attendance fees. The maximum reimbursement will be one course per semester.

ARTICLE XVI. WAGES

Section 16.01. Wage Schedule. The rates of pay for positions covered by this Agreement are set forth in Appendix "A" of this Agreement.

Section 16.02. Pay Days. The Company will pay employee wages on a weekly basis. Employees who wish to have their spouses or other persons pick up their paychecks must sign a form authorizing such release.

Section 16.03. Shift Differential.

A shift differential of one-dollar and twenty-five cents ($1.25) per hour will be paid to all full-time regular employees who are scheduled to work during first and third shift hours. Starting January 1, 2020, a shift differential of one-dollar and fifty cents ($1.50) per hour will be paid to all full time regular employees who are scheduled to work during first and third shift hours.
Shift differential shall be paid only for the hours such employees actually work on shift differential shifts. No shift differential will be paid for holidays, personal leave days, vacations or other paid un-worked time.

Shift differentials shall, however, be considered part of an employee's base wage rate upon which overtime pay is calculated.

Employees who are forced to work another shift other than their regularly scheduled shift shall receive an additional one dollar ($1.00) per hour added to their base wage when working the forced shift.

Section 16.04. Standby Time. The Company may specifically designate employees to be on standby status. Standby assignments will be rotated among the employees in classifications required to serve standby on an equal basis. An employee who is designated to be on standby status shall remain immediately and constantly accessible by a portable telephone communication device to be provided by the Company. Any employee who is designated for standby status and does not respond to call out is subject to discipline. The Company may establish reasonable reporting procedures for the implementation of this Section. An employee on standby status shall receive one-dollar and fifty cents ($1.50) per hour for each hour in said status. On scheduled workdays, standby will be assigned in no less than sixteen (16) hour units. On scheduled days off and holidays, standby will be assigned in no less than twenty-four (24) hour units.

If an employee who is on standby is called to work, his pay shall be at the appropriate rate of pay for those hours worked, plus standby.

Section 16.05. Working out of Classification Pay. In the event the Company assigns an employee to perform the duties of an employee in a higher paying job classification within the bargaining unit for four (4) or more consecutive hours, the Company agrees to pay such employee the wage rate applicable to the higher job classification for such hours.

ARTICLE XVII, UNION REPRESENTATION

Section 17.01. Union Stewards. The Union shall have the right to designate a Union Steward for the employees covered by this Agreement. The Union agrees to promptly notify the Company of the name of the steward and any changes in the designation of stewards.

The steward shall have the authority to represent the Union regarding alleged violations of this Agreement. The steward shall be granted reasonable time off during working hours to investigate and settle grievances and attend arbitrations where his presence is required, provided reasonable notice is given and approval is obtained from the Company. Release time is subject to staffing requirements and operational needs.

The steward shall be entitled to attend negotiations that are scheduled during his regular working hours without loss of pay if his presence is required.

Section 17.02. Union Activities. Union business representatives shall be permitted reasonable access to visit the plant for the purpose of conducting grievance discussions, investigating grievances and other union activities with advance notice to the Company.

The Union agrees that the activities of its representatives including stewards will be conducted in a manner which does not interfere with the work duties of employees and abides by all safety regulations of the Company and government agencies. Interviews, meetings and conversations
with more than one (1) employee shall be conducted at meal periods, breaks or before or after shifts. The Company agrees to cooperate with the Union's efforts to conduct such activities.

Section 17.03. Bulletin Boards. The Company shall make available a bulletin board for use by the Union for purposes of posting official notices and other related matters.

Section 17.04. The Union steward shall have super-seniority for layoff only, and shall be the last employee to be laid off, irrespective of seniority, provided he has the ability, training, certification, and skills required to perform the available work.

Section 17.05. Orientation – The Union shall be allowed up to one half (1/2) hour during an new employee’s first month of employment to orient the new employee to union business. The Company shall notify the Union of new hires.

ARTICLE XVIII. GRIEVANCE AND ARBITRATION PROCEDURE

Section 18.01. Grievance is defined as a dispute which arises between the parties during the term of this Agreement regarding the interpretation, application or enforcement of this Agreement. Such matters shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious grievances.

Section 18.02. Grievance Steps. Stewards are encouraged to attempt to resolve disputes and misunderstandings by informally referring such disputes to the immediate supervisor prior to pursuing grievance steps. In the event such informal resolution is not sought or is not successful, grievances shall be dealt with in the following manner:

Step 1. The Union steward and/or the employee covered by this Agreement who has a grievance must reduce it to writing, date it, sign it and submit it to the Plant Manager within seven (7) calendar days from the day of the alleged violation or the day the employee should have known of the violation, whichever is later. The written grievance must briefly describe the nature of the alleged violation.

The Plant Manager, or his designee, will respond in writing to the grievance within five (5) days of the date it was received. A copy of the written response shall be mailed simultaneously to the Union's office.

Step 2. In the event the grievance is not resolved between the Union steward and the Project Manager within fourteen (14) calendar days of the date the written response is received at the Union's office, the Union shall identify the provisions of the Agreement allegedly violated, specify the remedy sought in writing and send it by letter to the Company's Area Manager or his designee.

In the event no resolution is reached by the Area manager and the Union within thirty (30) calendar days of the date the Union’s letter is received by the Area Manager, the Union may proceed to arbitration as set forth in Section 18.03 below.

Requests for arbitration must be made in writing and received by the Plant Manager at the plant no later than forty-five (45) calendar days from the date the Union's letter was received by the Area Manager. The right to arbitrate will be waived if written request to arbitrate is not timely received by the Company.

Section 18.03. Arbitration. Any grievance that cannot be settled at Step 2 above may be referred to an impartial arbitrator mutually agreed upon by the Company and the Union, in
according with the time limitations and procedures set forth above. If the Company and the Union are unable to informally agree upon an arbitrator, they shall immediately jointly request the Federal Mediation and Conciliatory Service (FMCS) to submit a panel of arbitrators. The parties shall strike names from the list of arbitrators in accordance with the FMCS rules. Arbitration may be submitted to an alternate agency by mutual consent.

Section 18.04. Time Limitations. Any grievance not presented and processed in compliance with the time limitations set forth above shall be deemed waived and not be subject to arbitration unless the time limitations are extended by mutual written agreement of the parties.

Section 18.05. Arbitration Expenses. The cost of arbitration shall be shared equally by the Company and the Union, provided however that each party shall bear the cost of its own representation. If either party requests a court reporter and/or a transcript of the hearing, that party will bear those costs unless agreed by the other party to share. The other party will only receive a transcript if they share equally in the costs.

Section 18.06. Authority of Arbitrator. Only one grievance may be decided by the arbitrator at any hearing. The arbitrator shall have no right to add to, delete from, modify or nullify any provision of this Agreement or expand the issue before him. The arbitrator shall only have the right to make a decision with respect to the specific issue(s) presented in a timely filed and processed grievance. The arbitrator shall render no award under this nor impose any liability not explicitly expressed herein. The arbitrator's decision shall be final and binding on the Company, the Union, and the Employee(s) involved.

ARTICLE XIX, NO STRIKE, NO LOCKOUT

Section 19.01. The Union agrees that during the term of this Agreement, neither the Union, its agents, nor its members will authorize, aid, instigate, condone, nor engage in a slowdown, work stoppage, picketing, nor other interruption of work. "Sympathy Strikes" in support of other units are specifically prohibited. Any employee participating in such activity is subject to discipline and/or discharge.

Section 19.02. In the event of a work stoppage in violation of this Article, the Union, its local officers and agents shall immediately take affirmative action to cause employees to return to work, including:

A. Immediately notifying the employees that such work stoppage is unauthorized.

B. Promptly ordering the employees to return to work.

Section 19.03. The Company agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XX, SAFETY

The Company and the employees agree to observe all state and federal laws relating to safety and health. All work-related accidents and injuries must be immediately and fully reported to the Company. Protective clothing required by the Company must be worn at all times. Employees are encouraged to report safety concerns and suggest ways to improve practices and procedures relating to safety.
ARTICLE XXI, MISCELLANEOUS PROVISIONS

Section 21.01. Physical Examinations. The Company may require an employee to submit to a physical examination by a company-designated physician in order to verify the nature and/or extent of any medical conditions limiting the employee in his ability to perform the duties of his job. The cost of required physical examinations will be borne by the Company.

Section 21.02. Uniforms and Protective Clothing. The Company shall provide employees with the uniforms and protective clothing they are required to wear. Approximately twelve (12) uniforms will be provided per employee. The Company will also maintain these uniforms. Employees are not responsible for reasonable wear and tear, but shall be responsible for damage to uniforms caused by their negligence or deliberate acts. Regular full-time employees who are required to wear safety shoes will also be entitled to receive a safety shoe allowance of up to $160.00 per year. In order to receive the safety shoe allowance, eligible employees must submit proper verification of purchase and cost.

Section 21.03. Personnel Files.

A. Access to Personnel Files. Each employee shall, during normal business hours of the Project Manager, have the right of access to his own personnel file in the Project Manager's Office.

Each employee may at his own expense have a copy of any item contained within his personnel file.

B. Removal of Disciplinary Action. The Company agrees that disciplinary action taken against an employee will be removed from the Project personnel file and consequently will not be used to establish progressive discipline after twelve (12) months from date of issuance. An exception to this rule will apply where the employee has received disciplinary action for his conduct during the twelve (12) month period following the first discipline. In this case, both disciplinary actions will remain in the employee's personnel file for twelve (12) months from the date of issuance of the last disciplinary action.

Both the Company and the Union may use disciplinary action or the absence of disciplinary action outside the twelve (12) month period to show mitigating or aggravating circumstances.

Section 21.04. Automobile Allowance. Employees who are requested to use their private vehicles to perform duties on authorized Company business shall be compensated for such use at the IRS applicable rate then in effect per mile. Mileage expenditures must be submitted to the Company promptly on the Company expense forms. Payment will generally be made within two (2) weeks following submission of expense reports.

Section 21.05. Licensing. The Company agrees to reimburse employees for the cost of licenses required for their jobs.

Section 21.06. Employee Stock Purchase Plan – Bargaining unit employees will be eligible to participate in any Company sponsored Voluntary Employee Stock Purchase plan when offered by the company and under the same terms and conditions as non-represented employees.

ARTICLE XXII, SAVINGS CLAUSE

Should any part of, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not
invalidate the remaining portions thereof; provided, however, upon such invalidation the parties
signatory hereto agree to immediately meet to negotiate such parts or provisions affected. The
remaining parts or provisions shall remain in full force and effect.

ARTICLE XXIII, ENTIRE AGREEMENT
Section 23.01. The parties acknowledge that, during the negotiations which resulted in this
Agreement, each had the unlimited right and opportunity to make demands and proposals with
respect to any subject matter not removed from the area of collective bargaining, and that the
understanding and agreements arrived at by the parties after the exercise of that right and
opportunity are set forth in this Agreement. the Company shall not be bound by any practice or
conditions established between the Union and the City of New Bedford which are not
specifically adopted by the Company after the effective date of this Agreement.

Section 23.02. This Agreement can be altered or amended only by a written agreement
between the parties.

ARTICLE XXIV, DURATION
This Agreement shall be in full force and effect from ratification through June 30, 2022 and from
year to year thereafter unless written notice of desire to renew, modify or terminate the
Agreement is served by either party upon the other at least sixty (60) days prior to date of
expiration or any subsequent annual date of expiration.

FOR the Company:

Darlene Domingos, VP Operations  7/17/19
John Caron, Project Manager  7-16-2019
Michael Schnack,  7/26/19
VP, Labor Relations

FOR THE UNION:

Scott Taveira  7/16/19
Staff Representative

Al Santos, Local 851  7-16-2019
APPENDIX A: WAGE SCHEDULE

The Company reserves the right to place new employees at rates higher than those required under the wage schedule set forth above based on evaluation of their skills and experience, provided that no such employee is paid a higher wage rate than the maximum rate for their job classification. The following table lists the base rates for new hires. Base rates for employees hired prior to 7/1/06 are based on prior contracts and as such will not be reduced as a result of applying these wages and their base wage will be increased by effective "Wage Increase" below.

(All wages are effective with the first full pay period following date listed)

<table>
<thead>
<tr>
<th>Title</th>
<th>7/1/2018</th>
<th>7/1/2019</th>
<th>7/1/2020</th>
<th>7/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Chief Operator</td>
<td>$32.59</td>
<td>$33.40</td>
<td>$34.24</td>
<td>$35.10</td>
</tr>
<tr>
<td>Chief Operator</td>
<td>$28.90</td>
<td>$29.62</td>
<td>$30.36</td>
<td>$31.12</td>
</tr>
<tr>
<td>Noise &amp; Odor Technician/ Site Safety Coordinator</td>
<td>$29.98</td>
<td>$29.96</td>
<td>$30.71</td>
<td>$31.48</td>
</tr>
<tr>
<td>Operator II</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>With Certification 4</td>
<td>$24.69</td>
<td>$25.31</td>
<td>$25.94</td>
<td>$26.59</td>
</tr>
<tr>
<td>With Certification 5</td>
<td>$25.55</td>
<td>$26.19</td>
<td>$26.84</td>
<td>$27.51</td>
</tr>
<tr>
<td>With Certification 6</td>
<td>$26.34</td>
<td>$27.00</td>
<td>$27.67</td>
<td>$28.37</td>
</tr>
<tr>
<td>With Certification 7</td>
<td>$27.13</td>
<td>$27.81</td>
<td>$28.50</td>
<td>$29.22</td>
</tr>
<tr>
<td>Operator I</td>
<td>$21.74</td>
<td>$22.28</td>
<td>$22.84</td>
<td>$23.41</td>
</tr>
<tr>
<td>Maintenance Tech III</td>
<td>$30.06</td>
<td>$30.81</td>
<td>$31.58</td>
<td>$32.37</td>
</tr>
<tr>
<td>Maintenance II</td>
<td>$25.58</td>
<td>$26.22</td>
<td>$26.87</td>
<td>$27.55</td>
</tr>
</tbody>
</table>

Add $0.50/hour per module up to a maximum of $2.00/hour. Other modules may be added based on plant needs and or job requirements/duties. Modules may be completed in any order. *Maintenance Tech III not entitled to 1% additional per hour for Fork/hoist since this is already required for position. Kandall Mendoza will continue to receive additional $0.20/license as long as he maintains Fork/hoist licenses.

- Mechanical Maintenance Applications
- Mechanical Systems Maintenance
- Process Control Instrumentation
- Process Control Systems

Employees who obtain and maintain their DOT Medical Card and Fork Lift 1D and/or Hoisting 3A license will be reimbursed for those costs and receive an additional 1.0% to their base wage rate for each license, and be required to perform Fork Lift operation and/or hoisting when needed. This is open to any employee in the bargaining unit.

<table>
<thead>
<tr>
<th>Title</th>
<th>7/1/2018</th>
<th>7/1/2019</th>
<th>7/1/2020</th>
<th>7/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Tech I</td>
<td>$21.79</td>
<td>$22.33</td>
<td>$22.89</td>
<td>$23.47</td>
</tr>
<tr>
<td>Utility Worker</td>
<td>$21.58</td>
<td>$22.12</td>
<td>$22.67</td>
<td>$23.24</td>
</tr>
<tr>
<td>Electrician/ Instrument Tech</td>
<td>$30.11</td>
<td>$30.86</td>
<td>$31.63</td>
<td>$32.43</td>
</tr>
<tr>
<td>Electrician/ Instrument Tech II</td>
<td>$32.19</td>
<td>$32.99</td>
<td>$33.82</td>
<td>$34.67</td>
</tr>
<tr>
<td>Lab Technician III</td>
<td>$26.90</td>
<td>$27.57</td>
<td>$28.26</td>
<td>$28.97</td>
</tr>
<tr>
<td>Lab Technician II</td>
<td>$25.65</td>
<td>$26.29</td>
<td>$26.95</td>
<td>$27.62</td>
</tr>
<tr>
<td>Lab Technician I</td>
<td>$21.75</td>
<td>$22.29</td>
<td>$22.85</td>
<td>$23.42</td>
</tr>
</tbody>
</table>

1 Minimum MA Wastewater Certification Grade 6 and be designated by the Company as Chief Operator

2 The company is reviewing the job requirements for the Electrician/Instrumentation Tech position. Considering possible upgrades to the SCADA system we are reviewing training needs. When the SCADA System is being upgraded, the Company will discuss wage rates and training incentives with the union before implementing any wage changes or incentives for this position only.

Certification Wage Increases. Wage increases for employees who are entitled to additional increases for certifications will become effective on the first day of the payroll period following the Company’s notification of certification. Employees may earn more than one certification at a time and will be compensated based on highest certification achieved.

Certification Renewal. The Company will provide the training, as needed annually, to maintain the existing and newly attained certification levels of employees in positions requiring certification as a minimum qualification. The Company will bear responsibility for the scheduling and costs of providing this training.

Level I Positions. The classifications of Operator I, Lab Technician I and Mechanic I are entry level positions. Employees in these positions will be automatically promoted into Level II positions after completing twelve (12) months of active work in their Level I position, receiving satisfactory evaluation and attaining necessary certification, if required.

In accordance with Certification Wage Increases, above, an employee may receive an increased wage for attaining certification, yet not be promoted to a Level II position due to less than twelve (12) months of active work in the Level I position. The Company may, however, promote Level I employees before completion of twelve (12) months, at its discretion. Employees in Level I positions who, after completing twelve (12) months of active work in such positions, fail to attain necessary certification to promote to Level II, will be discharged.

Application of Seniority. Under Article VIII, Seniority, the Company agrees to credit all regular full-time employees as of 1/1/90 with their continuous employment with the City as regular full-time employees for the purpose of determining their relative seniority rights under Article VIII, Section 8.02, Application of Seniority.

[Signatures]

Darlene Domingos 7/17/19 Scott Taveira 7/7/19
Michael Schnack 7/19/19 Al Santos III 7/16-2019
APPENDIX B: DRUG AND ALCOHOL FREE WORKPLACE

The Company recognizes the importance of maintaining a safe, productive and efficient work environment for its employees, stakeholders and any person conducting business for and/or on behalf of the Company. The use and abuse of alcohol, drugs and/or controlled substances can impair the ability to perform job responsibilities and also can result in the potential for accidents on-duty and other failures that may pose serious safety and health risks to employees, co-workers, customers and the general public.

It is our intention to apply this policy in a fair and equitable manner, while recognizing that employees may, from time to time, have issues that may impact their work performance. The company will work with the Union in attempting to identify potential problems and ensure that employees receive assistance before these issues impact the work environment.

The Company recognizes the importance of maintaining a safe, productive and efficient work environment for its employees, stakeholders and any person conducting business for and/or on behalf of the Company. The use and abuse of alcohol, drugs and/or controlled substances can impair the ability to perform job responsibilities and also can result in the potential for accidents on-duty and other failures that may pose serious safety and health risks to employees, co-workers, customers and the general public.

To demonstrate its commitment to a work environment free of the hazards associated with the use and misuse of drugs and alcohol, the Company has established this policy. Employees and/or any person conducting business for and/or on behalf of the Company are required to comply with all aspects of this policy, local, state/provincial and/or federal laws and regulations and customer contractual obligations, as a condition of employment, or continued employment, with the Company. Any person who violates this policy will be prohibited from conducting business for and/or on behalf of the Company.

To comply with Federal Motor Carrier Safety Administration (FMCSA) regulations (49 CFR Parts 40 and 382), the Company will implement and administer a controlled substances and alcohol testing program for all Commercial Driver's License (CDL) drivers who operate Commercial Motor Vehicles (CMV) for the Company.

The use, possession, transfer, sale, purchase, manufacture, distribution, dispensation, solicitation or being under the influence of any controlled substance, drug or other intoxicant, including alcohol at any time while on the Company premises, or when performing any Company business, including while driving Company-provided vehicles, is prohibited. The only exceptions to this rule are:

- Individuals may use legal over-the-counter medications or prescription drugs while at work strictly in accordance with the product instructions or a physician's prescription provided, however, that the use of such substances does not adversely affect the individual's ability to perform his or her job, or to do so in a safe manner; and

- Alcohol may be consumed within reason as part of an authorized the Company social event, as specified below.
DEFINITIONS

ADULTERATED SPECIMEN
"Adulterated Specimen" is one that contains a substance that is not expected to be present in human urine or a substance expected to be present but that is at a concentration that it is not consistent with human urine.

ALCOHOL
"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol. "Alcohol use" is the consumption of any beverage, mixture or preparation, including any medication, containing alcohol. the Company recognizes that alcohol is a legal substance that is regulated in terms of allowable levels of use by the Department of Transportation and state departments of motor vehicles.

The unauthorized possession, use or being under the influence of alcohol while on the Company premises at any time, whether during work hours or non-work hours, including meal and break periods, and/or when performing any Company business, including when driving vehicles, is prohibited. Reporting to work or remaining at work with a breath alcohol level of 0.02 percent or higher is also prohibited. The exception to this rule is the possession or use of alcohol as part of an authorized Company-sponsored function or activity, provided that such use is in moderation and does not result in the Employee being "under the influence" of alcohol.

COMMERCIAL MOTOR VEHICLE
A “Commercial Motor Vehicle” (“CMV”) for the purpose of controlled substance, drug and alcohol testing means a motor vehicle or a combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1) has a (manufacturer's) gross combination weight of 26,001 pounds or more inclusive of a towed unit with a gross vehicle weight rating of 10,001 pounds or more; or
2) has a (manufacturer's) gross vehicle weight rating of 26,001 pounds or more; or
3) is designed to transport 16 or more passengers, including the driver; or
4) is of any size or weight that is used in the transportation of materials found to be hazardous for the purpose of the Hazardous Materials Transportation Act and that require the motor vehicle to be placarded under the Hazardous Material Regulations (49 C.F.R. Part 172, Sub-part F).

CONTROLLED SUBSTANCE
The term “controlled substance” has the meaning set forth in 21 U.S.C. Section 802(6) and includes all substances listed on Schedules I through V of 21 C.F.R. 1308 (1308.11 through 1308.15), as they may be amended from time to time.

DILUTED SPECIMEN
A “Diluted Specimen” means one with creatinine and specific gravity values that are lower than expected for human urine.

DRIVERS
- DOT (CDL) DRIVER
A “DOT (CDL) Driver” means any person who is subject to the Commercial Driver’s License (CDL) requirements and who operates a CMV for and/or on behalf of the Company. For purposes of this policy, the term “any person” includes but is not limited to: any and all employees who are employed by the Company, whether paid or unpaid: consultants; owner-operators and their
employees; and independent contractors and their employees. The term "any person" also includes any individual, authorized or not authorized, while operating a CMV vehicle for and/or on behalf of the Company.

A DOT (CDL) driver is subject to all alcohol and controlled substance testing requirements established by the United States Department of Transportation, other authorized regulatory agencies and this policy.

- NON-DOT DRIVER
  A "Non-DOT Driver" means any person who operates a vehicle not defined as a CMV above (including forklifts), for and/or on behalf of the Company.

- SAFETY SENSITIVE FUNCTIONS OF DOT (CDL) DRIVERS
  "Safety sensitive functions of DOT (CDL) Drivers" refers to any of those on-duty functions (published at 49 C.F.R. § 395.2) listed below:

  1) All time spent waiting at a carrier or shipper plant, terminal, facility or other property to be dispatched, unless the DOT (CDL) Driver has been relieved from duty by the Company;

  2) All time spent inspecting equipment as required by the Federal Motor Carrier Safety Regulations or otherwise inspecting, servicing or conditioning any Commercial Motor Vehicle at any time;

  3) All time spent at the driving controls of a Commercial Motor Vehicle in operation;

  4) All time, other than driving time, spent on or in a Commercial Motor Vehicle (except for time spent resting in the sleeper berth);

  5) All time spent loading or unloading a Commercial Motor Vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded;

  6) All time spent performing the DOT (CDL) Driver's requirements associated with an accident (published at 49 C.F.R. §§ 392.40 and 392.41);

  7) All time spent repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

ILLEGAL DRUGS

"Illegals drug" means any controlled substance (including the presence of their metabolites), the sale, possession or use of which is prohibited under state or federal law. Illegal drugs include, but are not limited to: marijuana, cocaine, opiates, phencyclidine (PCP), barbiturates, methamphetamine, amphetamine, methaqualone, benzodiazepines, propoxyphene and their metabolites; prescription medications not legally obtained or not being used in the manner, combination or quantity prescribed; legal over-the-counter medications used other than as directed by the package instructions or as directed by a physician; so-called designer, look-alike or synthetic drugs; and solvents, glue, inhalants or patches used as an intoxicant, even if the possession of such substances are not specifically prohibited by local, state/provincial or federal law.

The use, possession, transfer, sale, purchase, manufacture, distribution, dispensation, solicitation or being under the influence of any illegal drug while on the Company premises at any time,
whether during work hours or non-work hours, including meal and break periods, and/or when performing any Company business, including when driving vehicles, is prohibited. Reporting to work or remaining at work while under the influence of an illegal drug is also prohibited.

LEGAL DRUGS
"Legal drug" means prescription medications and over-the-counter medications that have been legally obtained and are being used only in the manner, combination or quantity for which they were prescribed or manufactured.

The Company recognizes that employees may need to use legal drugs from time to time for medical reasons. The possession or use of legal drugs while on the Company premises, during work hours and/or when performing any Company business, including when driving vehicles, is permitted, provided such use or influence does not affect the safety of the Employee, co-workers, customers or the public, the Employee’s job performance or the safe or efficient operation of Company facilities, equipment and vehicles.

An employee using a legal drug has an obligation to inquire and determine whether the legal drug he/she is taking may or will affect his/her ability to safely and efficiently perform job duties. If the Employee is using a legal drug at the direction of a physician, dentist or other licensed practitioner, the Employee is required to obtain a written statement of any work-related restrictions. Any such restrictions must be reported to his/her supervisor prior to reporting to work while using any legal drug. An employee may continue to work while using a legal drug provided that the Company determines that the Employee does not pose a threat to his/her own safety or the safety of co-workers, customers or the public, or that the Employee’s job performance will not significantly be affected by the legal drug. Otherwise, the Employee may be required to take a leave of absence or comply with other appropriate action as determined by the Company.

MRO (Medical Review Officer)
A "Medical Review Officer ("MRO") is a qualified physician who is employed by the Company’s third-party drug testing administrator and reviews testing results. The MRO has the authority to contact an employee or any person who has been tested on behalf of the Company to inquire regarding the results of specimen testing and to render a determination of the test result.

REFUSAL TO TEST
A "Refusal to Test" situation exists when a person has refused to test if he/she:

1. Has failed to appear for any test within a reasonable time, as determined by the Company, after being directed to do so by the Company. This includes failure of a person to appear for a test when notified by a consortium/third-party administrator.
2. Has failed to remain at the testing site until the testing process is complete.
3. Has failed to provide a urine specimen for any drug test that is required by DOT regulations.
4. In the case of a directly observed or monitored collection in a drug test, has failed to permit the observation or monitoring of his/her provision of a specimen.
5. Has failed to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
6. Has failed or declined to take a second test the Company or the collector has directed him/her to take.
7. Has failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the designated the Company representative as part of the “shy bladder” or “inability to provide a breath specimen” procedures.
8. Has failed to cooperate with any testing procedure.
SUBSTANCE ABUSE PROFESSIONAL
A "Substance Abuse Professional" means a qualified physician, psychologist, social worker, employee assistance professional or drug and alcohol counselor. Information about Substance Abuse Professionals will be provided to an employee who violates this policy so that the Employee may seek assistance for help with his/her substance abuse/alcohol problems. All arrangements for the services of a Substance Abuse Professional (including payment for same) are the responsibility of the Employee.

SUBSTITUTED SPECIMEN
A "Substituted Specimen" is one with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

UNDER THE INFLUENCE
"Under the influence" means that the Employee is affected by a drug or alcohol, or any combination of drugs and/or alcohol, in any detectable manner. The symptoms of influence are not limited to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.

Under the influence of alcohol includes a breath alcohol concentration of 0.02 percent or higher.

OFF-DUTY POSSESSION OR USE OF DRUGS OR ALCOHOL
Use of illegal drugs on or off duty, on or off Company premises is prohibited. Off-duty use of alcohol is prohibited to the extent that such use adversely affects the Company's legitimate interests or the potential ability of the Employee to safely and efficiently perform his/her job duties. This includes the possession or use of illegal drugs and being under the influence of alcohol while driving a Company vehicle during off-duty hours.

APPLICANT AND EMPLOYEE OBLIGATIONS
As a condition of employment or continued employment with the Company, all the Company employees and applicants must abide by the terms of this policy. Any violation of this policy will result in immediate termination or denial of employment.

All current employees subject to this policy will have indicated their consent, acknowledgment and authorization for alcohol and drug testing by affixing their signature to the receipt included in this Employee Handbook. All job applicants subject to this policy will have indicated their consent, acknowledgment and authorization for alcohol and drug testing by affixing their signature to the Company's application for employment.

As mandated by the U.S. Drug-Free Workplace Act of 1988, employees must report any conviction under a criminal drug statute for violations occurring on or off Company premises while conducting Company business. A report of a conviction must be made within five (5) days after the conviction.

Any employee who is cited for driving under the influence of drugs or alcohol while operating a Company vehicle, including both on-duty or off-duty use of a the Company vehicle, must immediately advise his/her supervisor of that fact. Employees who drive as part of their job duties for the Company must also advise his/her supervisor no later than the next business day if they are cited for driving under the influence of drugs or alcohol while driving their own vehicle during either on-duty or off-duty hours.

EMPLOYEE ASSISTANCE
The Company is willing to provide, and strongly encourages individuals to seek assistance for drug or alcohol problems. The Company's Employee Assistance Program (EAP) is available to
assist employees in getting such help. However, each individual has the responsibility to seek assistance before alcohol or drug problems lead to problems or violations of this policy. The EAP may be contacted 24 hours a day, seven days a week, 365 days a year. The phone number can be found in the current "Benefits Guide" or by contacting Human Resources.

An employee's voluntary decision to seek assistance in advance from the EAP will not be used as the basis for disciplinary action. On the other hand, using the EAP will neither lessen nor prevent the imposition of disciplinary action where an individual has violated this policy and where the Company learns of that violation from sources other than the EAP.

An employee may be required to submit to a substance abuse evaluation by the Company's EAP and follow the recommendations of the Substance Abuse Professional. The Employee will further be required to sign a release to ensure compliance with the EAP for attendance and follow-through with recommendations.

An employee who is terminated due to violation of this policy will be advised of the availability of EAP assistance and/or other assistance in the evaluation and treatment of substance abuse.

ENFORCEMENT
Employees are expected to cooperate with the Company in the investigation of possible violations of this policy. Accordingly, employees must report to their supervisor, the local HR Representative or other management personnel any known or suspected violations.

the Company reserves the right to utilize other means consistent with sound business practices to determine violations of this policy, including, but not limited to, searches of Employee and Company property (see Property of Company and Employee section of this Handbook).

DISCIPLINARY ACTION
Violation of this policy will result in disciplinary action up to and including immediate termination, even if the Employee has voluntarily engaged in substance abuse counseling and rehabilitation prior to the incident of violation, as follows:

- A verified positive drug (controlled substance) test will result in immediate termination of employment or, in the case of an application, denial of employment.

- Any person, including a non-DOT Driver, who is tested under the provisions of this policy and who is found to have a breath alcohol concentration (BAC) of 0.02 or greater, but less than 0.08 or the maximum permitted by applicable state law, whichever is greater, will be relieved from duty, suspended and required to seek assistance and evaluation through the Company's Employee Assistance Program. The Person will not be permitted to return to work until released by the Substance Abuse Professional (SAP) and has a test result with a breath alcohol concentration of less than 0.02 percent. A person who is found to have a breath alcohol concentration (BAC) of 0.02 percent or greater on subsequent alcohol test(s) conducted under this policy will be terminated.

- A DOT (CDL) Driver who is tested under the provisions of this policy and who is found to have a breath alcohol concentration (BAC) of 0.02 or greater, but less than 0.04, will be relieved from duty, suspended and required to seek assistance and evaluation through the Company's Employee Assistance Program. The DOT (CDL) Driver will not be permitted to return to work until released by the Substance Abuse Professional (SAP) and has a test result with a breath alcohol concentration of less than 0.02 percent. A DOT (CDL) Driver who is found to have a breath alcohol concentration (BAC) of 0.02 percent or greater on subsequent alcohol test(s) conducted under this policy will be terminated.
• A DOT (CDL) Driver or non-DOT Driver may not perform any safety-sensitive function within four (4) hours of ingesting alcohol regardless of his/her breath alcohol concentration.

• A DOT (CDL) Driver who is required to take a post-vehicular accident alcohol test pursuant to this policy may not use alcohol during the eight (8) hours immediately following the accident, or until after he/she has undergone an alcohol test and then only if off duty.

• A post-vehicular accident alcohol and controlled substance test is required when there is reasonable suspicion to believe a non-DOT driver has violated the provisions of this policy. If a non-DOT driver is required to take an alcohol test pursuant to this policy, he/she must not consume any alcohol during the eight (8) hours immediately following the accident or until after he/she has undergone an alcohol test and then only if off duty.

• Any person, including a DOT (CDL) driver and non-DOT driver, directed to take a controlled substance (drug) and/or alcohol test based on reasonable suspicion will be relieved from duty, transported by the Company to the testing site and will be suspended pending the Company’s receipt of test results. If the test result is negative, the Person will receive back pay in an amount equal to any wages lost while suspended. A positive test result indicating the prohibited use of drugs or alcohol will result in disciplinary action up to and including immediate termination.

Even if a person has voluntarily engaged in substance abuse counseling and rehabilitation prior to the incident of violation, following the recommendations of the Substance Abuse Professional will be required as a condition of employment and will not stand alone to prevent the imposition of disciplinary action, including termination.

Any employee who has been terminated in violation of this policy may seek re-employment with the Company no sooner than six (6) months following termination of employment; however, the Company is under no obligation to re-employ said former employee. The Company may require documentation that the applicant has been evaluated by a Substance Abuse Professional and successfully completed rehabilitation.

the Company may also report persons in violation of this policy to law enforcement authorities, if the Company in its sole discretion deems it necessary, useful or appropriate to do so and/or in accordance with applicable law.

Any person or visitor found in violation of this policy may be refused entry to, or be removed and barred from, the Company premises. Such persons may be reported to law enforcement authorities if the Company in its sole discretion deems it necessary, useful or appropriate to do so and/or in accordance with applicable law.

**DRUG (CONTROLLED SUBSTANCES) TESTING OF APPLICANTS**

To ensure a safe, productive, efficient and substance-free workplace, the Company requires drug (controlled substances) screening tests for job applicants prior to commencing employment and, as specified below, in accordance with applicable local, state/provincial or federal laws and regulations or customer contract requirements.

All job applicants who have been given a conditional offer of employment will be required to undergo a drug test prior to beginning employment with the Company. The pre-employment drug test is required to be completed within five (5) working days from the date of offer.

A positive test result or a refusal to test determination will result in the revocation of any job offer that has been extended to such job applicant. Applicants may reapply for employment no sooner than six (6) months after the date of the failed drug test. The Company may require
documentation that the Applicant has been evaluated by a Substance Abuse Professional and successfully completed rehabilitation.

Applicants for CDL positions are required to sign a release authorization to obtain prior controlled substance and alcohol abuse violations of DOT rules. The Company will contact previous employers for whom the driver applicant worked during the past two (2) years.

**DRUG (CONTROLLED SUBSTANCES) AND ALCOHOL TESTING OF EMPLOYEES AND OTHERS**

Any DOT (CDL) Driver or non-DOT Driver who operates a Commercial Motor Vehicle for and/or on behalf of the Company, is subject to the following types of controlled substance and alcohol testing: reasonable suspicion; random; post-vehicular accident; return-to-duty; and follow-up. Controlled substance and alcohol testing will be conducted during, immediately following or immediately prior to the individual performing work for the Company.

All other current employees are subject to the following types of controlled substance and alcohol testing: reasonable suspicion; post-vehicular accident and follow-up testing. Controlled substance and alcohol testing will be conducted during, immediately following, or immediately prior to the individual performing work for the Company.

**A. Reasonable Suspicion Testing**

Where the Company has a reasonable suspicion that any person is using or under the influence of drugs or alcohol in violation of this policy, the Employee will be required to take a drug and/or alcohol test within two (2) hours following the observation. If a reasonable suspicion test is not administered within two (2) hours following the observation, the Supervisor will prepare and maintain a file record stating the reason why the test was not administered promptly. If the alcohol test is not administered within eight (8) hours, no further attempt will be made to administer the test; but the Supervisor will prepare and maintain a file record of the observation and statement of why the test was not administered promptly.

Additionally, in the case of a DOT (CDL) or non-DOT Driver who is required to undergo a reasonable suspicion drug test, a description of the DOT (CDL) or non-DOT Driver’s conduct or other factors giving rise to the reasonable cause determination must be prepared and signed by a witness within 24 hours of the observed behavior, or before the results of the drug test are released, whichever is earlier.

After a reasonable-suspicion determination has been made, a DOT (CDL) or non-DOT Driver shall not perform any safety-sensitive function(s) until an alcohol test result of less than 0.02 percent breath alcohol concentration (BAC) is received and a negative controlled substance test is confirmed.

The following is a non-exhaustive list of observed symptoms, as compared to the Employee’s “normal” behavior, and evidence that may be utilized in determining whether there is reasonable suspicion sufficient to require an employee to submit to drug and/or alcohol testing:

- Sudden mood or attitude changes, such as depression, laughter, irritability, panic, hallucinations, confusion, inattentiveness, aggressive behavior, unexplained burst or lack of energy and other changes that are different from the employee’s normal mood and attitude, especially if observed after breaks, meal periods or other occasions when the employee may have had an opportunity to use drugs or alcohol;
- Slurred speech, rapid speech, talkativeness;
- Hyper-body movements, twitching, poor muscular control or motor coordination;
- Runny nose, sniffles, itchy nose, white powder around nose;
- Bloodshot or watery eyes, dilated or constricted pupils, pupils that do not respond to changes in light, blank stare, rapid and involuntary eye movement;
• Needle marks and tracks on the body;
• Smell of alcohol, marijuana or solvents;
• Presence of drug paraphernalia, such as small pieces of foil or folded paper, safety razor blade, cigarette papers and remnants, pipes, alligator clips or hemostats;
• Observations of chronic or withdrawal effects of drugs or alcohol;
• Statements of personal observations by co-workers and other persons; or
• Following an industrial accident, which will prompt further investigation for reasonable suspicion.

Some of the above symptoms and evidence are not necessarily sufficient by themselves. The Company’s decision of reasonable suspicion will be based on all of the surrounding circumstances.

The determination whether reasonable suspicion exists in a particular situation shall be made by the highest-ranking supervisor or Company official on site, in conjunction with Human Resources.

B. Random Testing
All DOT (CDL) Drivers will be randomly selected for unannounced random drug and/or alcohol testing. All non-DOT Drivers who operate vehicles for and on behalf of the Company as a primary job function, or any other employee who performs other safety-sensitive duties, such as driving forklift, as a primary job function, as determined by the Company, will be randomly selected for unannounced random drug and/or alcohol testing. Selection will be made by a scientifically valid method, using computerized random number generation that is matched with individuals’ Social Security numbers, payroll numbers or other comparable identifying numbers. Each person will have an equal chance of being tested each time random selections are made. Employees or other persons selected for testing will be notified by their supervisor or HR Representative on the day they are to be tested immediately prior to being tested. The person selected must proceed to the testing facility immediately upon notification of his/her selection. A person’s failure to report to the collection site or other refusal to submit to testing, or a positive test result, will be grounds for (1) in the case of an employee, disciplinary action up to and including termination of employment, and (2) in the case of other persons, corrective action up to a prohibition to perform work for and on behalf of the Company.

For DOT (CDL) drivers and non-DOT drivers, tests will be conducted at a rate per year as specified by the U.S. Department of Transportation or other regulatory agency. The average number of DOT (CDL) driver positions will be used when calculating the number of tests required. Random controlled-substance tests will be performed at a rate such that no less than 50% of the average number of DOT (CDL) positions will be tested each year. 50% of non-DOT driver positions will be tested each year. Random alcohol tests will be conducted at a rate such that no less than 10% of the average number of DOT (CDL) positions are tested each year. There is no random alcohol testing of non-DOT driver positions. A DOT (CDL) Driver may be tested once a year, more than once a year or not at all due to the random selection process. A DOT (CDL) driver will be randomly tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions or just after the driver has ceased performing safety-sensitive functions.

In the event an employee is selected for a random test and is on vacation, leave of absence or temporary layoff during the entire testing period (month, quarter, etc.), he/she will not be required to undergo the test.

C. Follow-Up Testing
For a DOT (CDL) Driver, unannounced, follow-up breath alcohol testing and/or controlled substances testing must be given at least six (6) times within the first 12 months following return to duty and may continue up to 60 months following his/her return to duty. The number of tests,
whether for both drugs and alcohol, and the duration of follow-up tests are determined by the Substance Abuse Professional. Follow-up testing for alcohol will be performed when the DOT (CDL) Driver is performing safety-sensitive functions or immediately prior to performing or immediately after performing safety-sensitive functions.

For a non-DOT Driver, unannounced, follow-up breath alcohol testing may be given up to six (6) times within the first 12 months following return to duty and may continue up to two (2) years following his/her return to duty. Follow-up testing for alcohol will be performed when the non-DOT Driver is performing safety-sensitive functions or immediately prior to performing or immediately after performing safety-sensitive functions.

All other persons found in violation of this policy may be subject to unannounced, follow-up testing at any time for a period not to exceed two (2) years. The frequency and number of follow-up tests conducted will be at the sole discretion of the Company.

D. Post-Vehicular Accident Testing DOT (CDL) and Non-DOT Drivers

For DOT (CDL) Drivers

Any person subject to the Commercial Driver’s License requirements who is involved in an accident while operating a Commercial Motor Vehicle for and on behalf of the Company is subject to post-vehicular accident alcohol and controlled substance testing under the following conditions:

1. If the accident involved the loss of human life; or

2. The DOT (CDL) Driver receives a citation or is likely to receive a citation for a moving traffic violation arising from the accident, and there was bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

3. The DOT (CDL) Driver receives a citation or is likely to receive a citation for a moving traffic violation arising from the accident, and any vehicle involved in the accident is towed or transported from the scene of the accident as a result of the damage incurred in the accident.

For Non-DOT Drivers

Non-DOT drivers will be subject to post-vehicular accident testing if there is reasonable suspicion to believe the driver is using or is under the influence of a controlled substance(s) or alcohol in violation of this policy at the time of the accident.

If a post-vehicular accident test has not been administered within a reasonable amount of time following an accident for which post-vehicular accident testing is required, the following actions shall be taken:

With Regard to Post-Vehicular Accident Alcohol Tests

1. If the driver has not undergone an alcohol test within two (2) hours after the accident, the Driver's Supervisor will write and keep on file a report detailing why no test was promptly administered and take all necessary action to accomplish the test.

2. If the driver has not undergone an alcohol test within eight (8) hours after the accident, the Driver's Supervisor will write and keep on file the report described above and shall cease efforts to require a post-vehicular accident alcohol test.
3. A DOT (CDL) Driver who is subject to post-vehicular accident testing, or a non-DOT Driver who is subject to reasonable suspicion testing if such exists post-vehicular accident, must be available for an alcohol test, or the Company will consider the driver to have refused to undergo testing. The driver subject to post-vehicular accident alcohol testing or reasonable suspicion alcohol testing post-vehicular accident must not consume any alcohol during the eight (8) hours after the accident or until after he/she has undergone an alcohol test, and then only if off duty.

With Regard To Post-Vehicular Accident Drug Tests and Controlled Substance Tests

If a post-vehicular accident controlled substance test is required, the DOT (CDL) or non-DOT driver must be tested as soon as possible and within 32 hours following the accident. If a DOT (CDL) or non-DOT driver has not submitted to a controlled substance test within 32 hours following the accident, the Driver’s Supervisor will cease attempts to administer a controlled substances test and prepare and maintain a file record stating the reasons the test was not promptly administered.

A driver subject to post-vehicular accident testing shall remain readily available for such testing or may be deemed by the Company to have refused to submit to testing. Nothing in this policy should be construed as authorizing or requiring the delay of necessary medical attention for injured drivers or other persons following an accident. Also, the DOT (CDL) or non-DOT Driver is not prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The results of a urine test for the use of controlled substances that is conducted by local, state/provincial or federal officials having independent authority for the test will be considered to meet the requirements of this policy, provided such test results are obtained by the Company.

E. Return-to-Duty Testing
Return-to-duty testing refers to breath alcohol and controlled substance testing conducted after a DOT (CDL) or non-DOT Driver has engaged in prohibited conduct under this policy and completed any counseling prescribed by a Substance Abuse Professional.

Prior to returning to duty requiring the performance of a safety-sensitive function a driver must undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Prior to returning to duty requiring the performance of a safety-sensitive function, a driver must undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

REFUSAL TO UNDERGO TESTING
Cooperation and compliance with all terms of this policy is a condition of employment or continued employment with the Company. Accordingly, if an employee refuses to undergo a drug or alcohol test, he/she will be deemed to have engaged in prohibited conduct and be subject to immediate termination. Any employee who fails to report for a drug or alcohol test within two (2) hours of being directed to report for such a test will be considered to have refused to take a test. Further, any employee engaging in conduct defined as “refusal to test” in the Definitions section of this policy will be subject to immediate termination of employment.

TEST PROCEDURES

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A. Drugs For Which the Company Will Test
   The principal drugs for which the Company will test include marijuana, cocaine, opiates, phencyclidine (PCP), methamphetamine and amphetamine. The Company reserves the right to test for all illegal drugs.

B. Costs of Testing
   The Company will pay the cost of all required drug and alcohol tests. If an individual chooses to have his/her split specimen tested, as provided below, the individual will be responsible for all costs of any split specimen testing. The Company will reimburse the cost of a split specimen analysis if the result fails to confirm the primary specimen findings.

   For current employees, all time spent while undergoing a drug or alcohol test will be compensated as regular work time. The Company will arrange for transportation to and from the specimen collection site. Job applicants will not be paid for time spent while undergoing a pre-employment drug test.

C. Testing Laboratories
   All specimen analyses will occur at a laboratory selected by the Company and certified by the U.S. Department of Health and Human Services.

D. Specimen Collection Procedures
   Individuals will be informed by their supervisor or HR Representative of the requirement that they undergo drug and/or alcohol testing. The Supervisor or HR Representative will direct the individual to the designated specimen collection site. The Employee will be required to show photo identification upon arrival at the test site.

   All urine specimens will be collected in accordance with DOT Part 40 procedures. Individual dignity and privacy, both visually and aurally, will be afforded to the extent practicable. Appropriate safeguards will be maintained to prevent substitution, dilution, tampering or interference with the collection or testing of valid samples. Individuals will be required to empty their pockets. Additional measures designed to promote security and proper identification of samples will also be followed, including labeling samples and using chain of custody forms. Split samples will be collected for all employees.

   An individual will be required to provide a specimen under direct observation by a same gender collector when: the individual engages in conduct that suggests he/she may have adulterated or substituted the specimen; previous tests have been cancelled due to invalid results; or the split specimen cannot be tested.

   If an individual does not provide a sufficient amount of urine to permit a drug test (45 ml), he/she will be given the opportunity to drink up to 40 ounces of fluid over a period of three (3) hours and provide a new specimen. If a sufficient specimen is still not provided, the Employee will be referred to a physician for examination and evaluation.

   Alcohol testing will be administered by a Breath Alcohol Technician (BAT) trained to utilize an Evidential Breath Testing device (EBT) that conforms to DOT requirements. A quality assurance plan developed by the manufacturer to ensure proper calibration shall be followed. The BAT shall use procedures outlined in Part 40 and shall report the test results to the individual and the Company designated representative.

E. Confirmation Testing
To ensure drug test results are accurate, any initial drug screening test which indicates the presence of drugs or their metabolites above cut-off levels will be confirmed by re-testing the specimen using an alternative gas chromatography - mass spectrometry method (or its equivalent) to ensure reliability and accuracy of test results. The testing laboratory will report test results to the Medical Review Officer.

Any initial alcohol test that indicates a breath alcohol concentration of 0.02 percent or higher will be confirmed by a second test not less than 15 minutes, nor more than 30 minutes after the original test. The confirmation result is the final result and will be reported by the BAT to the Company.

F. Medical Review Officer Procedure
All individuals whose test results are confirmed to be positive, substituted, adulterated or invalid will be so notified by the Medical Review Officer (MRO). Upon receiving notice of the test result, the individual will be given the opportunity to explain to the MRO any medical reasons that would account for the laboratory findings.

If the individual chooses to take advantage of this option, he/she must do so within 72 hours of receiving notice from the MRO of the confirmed positive test result. The MRO will consider the individual's explanation and, if the individual's explanation is acceptable to the MRO, the positive test result will be reported as a verified negative. If an adulterated, substituted or invalid result is determined to be caused by medication or a medical condition, the MRO will cancel the test. If the MRO determines that the individual's explanation is not satisfactory, the test result will be reported as a verified positive or a refusal to test. Individuals are required to contact the MRO as directed and may be required to undergo a physical examination as part of the MRO process. The MRO will disclose medical information if there is a safety risk or the individual may be medically unqualified under applicable laws and regulations (e.g. insulin dependent diabetic).

G. Right to Split Specimen Analysis
Urine specimens collected for drug testing are divided into two containers, each of which are labeled, sealed and initialed by the tested individual. This split sample permits the same urine specimen to be re-confirmed at a second DHHS laboratory, if necessary.

If the primary specimen is verified as positive, adulterated or substituted, the Employee or Applicant is entitled to request analysis of the split sample. The individual's request for testing of the split sample must be made within 72 hours of receiving notice of the test results. The Employee or Applicant must pay for the analysis of the split sample.

Split-sample testing must be conducted at a different laboratory but will be conducted according to government testing specifications at a DHHS-approved laboratory. The results of the split specimen are final and will supersede the primary specimen test results on all records.

The Employee will be suspended until the final results of the split-sample analysis are received from the MRO. If the split specimen fails to re-confirm the original result, the Employee will be reinstated with full pay. If the split specimen re-confirms the original result, the Employee will be subject to immediate termination from employment. If the split specimen cannot be tested, the Employee will be required to undergo another drug test collected under direct observation.

CONFIDENTIALITY
All information gathered or disclosed during the testing process will be kept confidential to the extent possible. No references to an employee's rehabilitation, medical conditions or disabilities will be placed in an employee's personnel record. However, pursuant to the U.S. Drug-Free
Workplace Act of 1988 or other applicable law, the Company will notify appropriate agencies of any employee's conviction for violating a criminal drug statute in the workplace within ten (10) days of receiving notification of such conviction. Drug and alcohol testing information on CDL employees will be disclosed to applicable agencies and/or individuals, including subsequent employers, as required by DOT regulations.

An employee should disclose relevant and necessary information about medical conditions or legal drug use only with medical professionals involved directly in the testing procedure. Such information should not be disclosed to the Company supervisors or other personnel, except as may be necessary concerning reasonable accommodation for a disability or potential emergency medical treatment.

Information gathered or disclosed during the testing process concerning an individual employee will be disclosed only on a need-to-know basis, such as to supervisors or other personnel involved in the decision to discipline the Employee or in the implementation of that discipline. This confidential information will not be disclosed to any other party without the written consent of the Employee, except pursuant to an administrative or legal procedure or process or to the extent permitted or required by law.

EDUCATION AND TRAINING
The Company will, from time to time, conduct drug awareness training sessions for its employees and supervisors, which will focus on details of this policy and its administration.

To comply with the Federal Motor Carrier Safety Administration (FMCSA) regulation 49 CFR Part 382.603, all supervisors of DOT (CDL) Drivers are required to complete at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substances use prior to assuming supervisory duties.

Darlene Domingos 7/17/19  Scott Taveira  Date

Michael Schnack 7/26/19  Albert Santos III 7/16 - 30/19