



Collective Bargaining Agreement



May 19, 2021

Background/General Updates

- **Two Year Contract** (*i.e., July 1, 2020 – June 30, 2022*)
- **Contract period Updates**
 - Preamble
 - Article 24 – Wages
 - Article 28 – Tool Allowance (paid CY 21 and CY 22)
 - Article 35 – Duration of Agreement
- **Title - Team Chief to Department Head**
- **Current salary schedule** (*i.e., as of July 1, 2020*)
 - *Appendix B-1* - Union Salary Schedule
 - *Appendix B-2* - Flexible Worker Salary Schedule – Skills Based Pay

Summary of Updates

- **Union Stewards and Union Representatives** (*Article No. 5, Sect. B*)
 - Stewards may represent the bargaining union in either county (no county restriction).
- **Grievances and Arbitration** (*Article No. 7, Sect. E: Step 4*)
 - A representative from the GM/CEO Office shall meet with a Union representative within 20 working days after receipt of Step 3 appeal
 - Update to Appendix A

Summary of Updates Cont'd)

- **Wages** (*Article No. 24, Sect.A and Sect. B*)
 - Classification Schedule of all hourly positions, effective July 1, 2020, (i.e., Appendices B and C)
 - No COLA for FY 21 or FY 22
 - One-Time Cash Payment to Active Bargaining Unit Employees
 - FY 21- \$1,250 (not added to base) in recognition of on-site work during pandemic (pass thru)
 - ❖ Bargaining Unit employees are required to meet eligibility requirements (i.e., worked at least 50% on site and employed between March 16, 2020 - March 31, 2021) (pass thru)
 - FY 22 - \$750 (not added to base) as compensation enhancement (pass thru)
- **Special One-Time Payment** (*Memorandum of Agreement*)
 - Active bargaining unit employees who are ineligible for the FY 2021 payments (i.e., did not meet the criteria) will receive a one-time payment of \$2,000 in FY 2022 only

Summary of Updates Cont'd)

- **Annual Performance Evaluation** (*Memorandum of Understanding*)
 - Bargaining Unit employees evaluated under the WSSC Water's PMP will not be subject to performance goals but shall continue to be evaluated based on the criteria set forth in Article 24 – Wages, Sections B (2) and (3), and no other criteria.
- **Differential Pay** (*Article No. 27, Sect. B and Sect. C*)
 - *Adding Saturday*
 - Differential pay for all employee for all hours worked on Saturday and Sunday
 - Differential pay not doubled on Saturday or Sunday
- **Union Compensation Study** (*Market Study Agreement*)

Summary of Updates (Cont'd)

- **Innovative Program** (*Article No. 33, Sect. B*)
 - Side Letter Agreement (*New Appendix F – Enhanced Flexible Worker Program*)
 - New testing progression
 - ❖ Level 1 - must remain at step for at least one-year time-in grade before eligible to move up to the next step
 - ❖ Level 2 - must remain at step for at least two-years' time-in grade before eligible to move up to the next step
 - ❖ Level 3 - must remain at step for at least two-years' time-in grade before eligible to move up to the next step up for both 3-1 and 3-2 levels
 - Testing and Move-up
 - ❖ One move-up per fiscal year
 - ❖ Testing will commence as soon as reasonably practicable
 - ❖ First move-up effective July 1, 2022
 - No modifications to Enhanced Flexible Worker Program until June 30, 2025
 - Removal of Level 1, Step 4 for Utility Technician and Pipe Technician positions

Questions?





COMMISSION SUMMARY

AGENDA CATEGORY:

ITEM NUMBER: 1

DATE: May 19, 2021

SUBJECT	Vote to approve Resolution No. 2021-2284
SUMMARY/SPECIAL COMMENTS	The current Collective Bargaining Agreement between WSSC and AFSCME, Council 67 and Local 2898, expired on June 30, 2020. As a result, Management and Union representatives entered into good faith negotiations for a new Agreement Fall 2019. An impasse was reached. As a result, a hearing on respective proposals was held with a jointly selected mediator-arbitrator in March 2020. The arbitration was postponed due to the pandemic. Labor and management agreed to return to the bargaining table to negotiate the contract. Contract negotiations resumed in December 2020 and transitioned to mediation in February 2021. As a result, an agreement was reached in March 2021. A Resolution related to this final and binding Agreement is attached.
CONTRACT NO./REFERENCE NO.	N/A
COSTS	N/A
AMENDMENT/CHANGE ORDER NO. AMOUNT	N/A
MBE PARTICIPATION	N/A
PRIOR STAFF/COMMITTEE REVIEW	<p>Monica Johnson, DGM for Strategic Partnerships</p> <p>Joseph Beach, DGM for Administration</p> <p>James Price, DGM for Operations</p> <p>Todd Allen, Chief Strategy & Innovation Officer</p> <p>DeAnna Thomas, Director of Human Resources</p> <p>Patricia Colihan, Chief Financial Officer</p> <p>James Langley, Chief of Production</p> <p>Damion Lampley, Chief of Utility Services</p> <p>Stephanie Epps, Associate Counsel II</p>
PRIOR STAFF/COMMITTEE APPROVALS	<p>DS [Signature]</p> <p>DS [Signature]</p> <p>DS [Signature]</p> <p>DS [Signature]</p> <p>DS [Signature]</p> <p>DS [Signature]</p> <p>DS [Signature]</p> <p>DS [Signature]</p> <p>DS [Signature]</p> <p>DS [Signature]</p>
RECOMMENDATION TO COMMISSION	Vote to delegate authority to the General Manager/CEO to execute the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees, AFL-CIO Council 67 and Local 2898, (AFSCME) on behalf of the Commission effective July 1, 2020 through June 30, 2020.
COMMISSION ACTION	Approve Resolution No. 2021-2284

RESOLUTION NO.: 2021-2284

Adopted: May 19, 2021

WASHINGTON SUBURBAN SANITARY COMMISSION

Subject: A RESOLUTION by the Washington Suburban Sanitary Commission (“Commission” or “WSSC”) authorizing the General Manager/Chief Executive Officer to execute the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO Council 67 and Local 2898, (“AFSCME”), effective July 1, 2020 through June 30, 2022.

WHEREAS, Maryland Annotated Code, Public Utilities Article, §§18-201 through 18-217 authorizes the Commission to negotiate and approve a collective bargaining agreement with AFSCME, the certified exclusive representative for the WSSC service, labor and trade bargaining unit employees; and

WHEREAS, on March 31, 2021, AFSCME Local 2898 voted to affirm the terms of the new Collective Bargaining Agreement; and

WHEREAS, the Commission was briefed on and concurs with the terms of the new Collective Bargaining Agreement, effective July 1, 2020 through June 30, 2022, as negotiated with and affirmed by AFSCME 2898; and

NOW, THEREFORE, BE IT RESOLVED, this 19th day of May 2021, that the Commission hereby delegates authority to sign and execute said Collective Bargaining Agreement on behalf of the Commission to the General Manager/Chief Executive Officer.

A True Copy.

Julianne Montes De Oca
Corporate Secretary



COMMISSIONERS

Howard A. Denis, Chair
Keith E. Bell, Vice Chair
Fausto R. Bayonet
T. Eloise Foster
Chris Lawson
Sandra L. Thompson

GENERAL MANAGER

Carla A. Reid

Mr. Marcus Wilson
President
AFSCME Local 2898

Re: Extension of MOU regarding PMP goals

Dear Mr. Wilson,

Consistent with the parties' current MOU, effective July 1, 2020, represented employees who are evaluated under the Employer's Performance Management Program will not be subject to evaluation based upon performance goals as set forth in Article 24 -Wages, Section B (1) of the CBA, but shall continue to be evaluated based on the criteria set forth in Article 24 – Wages, Sections B (2) and (3), and no other criteria. The terms of the MOU shall be extended through June 30, 2022.

If the foregoing comports with your understanding, please sign below.

Sincerely,

Carla A. Reid
General Manager/CEO

Accepted and agreed by:

Marcus Wilson, President

Date



COMMISSIONERS

Howard A. Denis, Chair
Keith E. Bell, Vice Chair
Fausto R. Bayonet
T. Eloise Foster
Chris Lawson
Sandra L. Thompson

GENERAL MANAGER

Carla A. Reid

Mr. Marcus Wilson
President
AFSCME Local 2898

Re: FY 2021-2022 Collective Bargaining Agreement

Dear Mr. Wilson,

This letter memorializes the agreement between AFSCME Local 2898 and Washington Suburban Sanitary Commission regarding bargaining unit employees who are not eligible to receive the FY 2021 one-time payment set forth in Section 5.1 of the February 16, 2021 Memorandum of Agreement ("MOA"). All such bargaining unit employees who are ineligible for the FY 2021 payment because they do not meet the criteria set forth in Section 5.1 shall receive a one-time payment of \$2,000 in FY 2022, in lieu of the payment set forth in Section 5.2 of the MOA. This payment shall be paid at the same time that other employees receive the \$750 payment.

If the foregoing comports with your understanding, please sign below.

Sincerely,

Carla A. Reid
General Manager/CEO

Accepted and agreed by:

Marcus Wilson, President

Date

Agreement Between
Washington Suburban Sanitary Commission
and
American Federation of State, County and
Municipal Employees, AFL-CIO
Council 67 and Local 2898
July 1, 2020 – June 30, 2022

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PREAMBLE

The provisions of this Agreement are effective the first day of July 2020, between the Washington Suburban Sanitary Commission (“Employer”) and the American Federation of State, County and Municipal Employees, AFL- CIO Council 67 and Local 2898 (“Union”). The purpose of this Agreement is to promote harmonious relations between the Employer and the Union; to establish procedures for the equitable and peaceful resolution of differences; to promote the efficient operation of the Employer; and to protect the rights and interests of the parties and the public.

Article 1 – General Provisions

Section A – It is understood and agreed that the implementation of the provisions of this Agreement requiring funding is subject to the funding and budgetary processes of the Employer including the submission of its budget to the constituent counties and action by those Counties. If funding to implement any provision of this Agreement is not approved, the Employer and the Union agree to reopen negotiations on that provision. This Agreement shall serve as a request and recommendation for approval of the appropriation of the funds necessary to implement it.

Section B – It is further understood and agreed that this Agreement is subject to the provisions of Title 18 of the Public Utilities Code of the Maryland Annotated Code. Any conflicts which may exist between this Agreement and the Personnel Policy Manual shall be resolved in favor of the Agreement. All employees shall have access to copies of Md. Code Ann., Pub. Util., §§ 18-101 *et seq.* and to the Personnel Policy Manual. Prior to the internal distribution of changes to the WSSC Personnel Policy and Benefits Programs Manual, the President of Local 2898 shall be provided a copy of any such changes.

Article 2 – Recognition

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all permanent, certified hourly wage schedule maintenance and trades employees of the Employer (See Appendix C) for the purposes of negotiating with respect to wages, hours and other terms and conditions of employment.

Article 3 – Security/Deduction of Union dues

Section A – Subject to Section B of this Article the Employer hereby agrees to deduct Union dues from the pay of any permanent, certified employee in the bargaining unit who authorizes such deduction in writing following the execution of this Agreement. Said deductions are to be made exclusively for the Union. The dues rate is set by the Union. Any change to the dues structure or increase in rates will be certified in writing by the Union to the Employer. The aggregate deduction from such employees shall be

transmitted monthly to the designated Union official of Council 67, AFSCME, AFL-CIO. The foregoing authorization shall be irrevocable for a period of one year from the date of the authorization. Thereafter, employees may revoke their dues authorization once a year, during the month of June. The Union President shall be provided a copy of all dues revocation requests. Employees seeking to revoke dues authorization must do so in writing. Written revocation must be sent certified mail postmarked between June 1 and June 30 and mailed to the following address:

Director
AFSCME Council 67/Local 2898
1410 Bush Street, Suite A Baltimore, Maryland 21230

The Union President shall be provided a copy of all dues revocation requests. The Union will provide WSSC with a list of employees revoking dues on or before July 15.

Section B – The Employer shall continue to deduct Union dues from the pay of all permanent, certified employees in the bargaining unit who authorize such deductions, provided that at least 25% of the active employees in the bargaining unit have authorized such deductions by June 28, 1996 and on a monthly basis thereafter. If at any time following July 1, 1996, the number of certified, bargaining unit employees authorizing dues deductions drops below 25%, the Local President and Executive Director of Council 67 shall be promptly and formally notified by the Employer. The Union shall also be provided sixty (60) calendar days to submit to the Employer additional Union dues deduction authorization forms sufficient to raise the total certified bargaining unit employees authorizing such dues deductions to the required 25%. In attempting to secure additional dues authorizations, however, the Union shall strictly adhere to Article 31, Section D. During the aforementioned sixty (60) days, Union dues deductions by the Employer shall continue. However, if the Union fails by the end of the sixty (60) day period to provide the additionally required Union dues deduction authorization forms, the Employer shall promptly end deducting Union dues from the pay of all bargaining unit employees.

Section C – In the event that 55% of the employees in the bargaining unit authorize that Union dues be withheld from their pay, the Employer agrees to withhold from the pay of all other employees in the bargaining unit a service fee equal to current Union dues and transmit the aggregate deduction to the designated Union official of Council 67, AFSCME, AFL-CIO. The Employer also agrees to continue deduction of such service fees so long as 55% of the bargaining unit continues to authorize deduction of Union dues.

Section D – The Employer agrees to provide to the President of Local 2898, in February and August, with the names, ID numbers, job titles, pay grades, base pay, employment dates, and work locations of all employees in the designated bargaining unit, as well as a list of names, ID numbers, job titles, pay grades, base pay, employment dates, and work locations of all certified employees in the bargaining unit. The Employer agrees to provide to the President of Local 2898, upon request, but not more frequently

than on a monthly basis, a list of employees who are no longer in the bargaining unit. Such list shall include the reason for the separation; e.g. death, dismissal, leave of absence or promotion out of the bargaining unit.

Section E – The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union shall indemnify and hold the Employer harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other forms of liability and legal fees arising out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any other provisions of this article. The Union assumes full responsibility for the disposition of the funds deducted under this article as soon as they have been remitted by the Employer to the Union.

Article 4 – Management Rights

The Union recognizes that the supervision, management, and control of the Employer's operation are exclusively the function of the Employer subject only to the express provisions of this Agreement. Nothing in this Agreement shall affect the rights of the Employer as specifically enumerated in Md. Code Ann., Pub. Util., §§ 18-201 *et seq.*.

Article 5 - Union Stewards and Union Representatives

Section A - The Employer recognizes and shall deal with appropriate accredited Union stewards in areas defined by the parties and provided for in this Agreement. The Council 67 Director or representative of Council 67 may participate in grievance hearings by providing appropriate advance notice to the Employer.

Section B - The Employer hereby agrees to recognize up to nine (9) stewards, who will also be permitted to act as alternate stewards. Union stewards shall be designated by the Union. The Union shall certify to the Employer, in writing, the names of the Union stewards.

Union stewards may be permitted up to four (4) hours per week during work hours without loss of pay to receive, investigate and present grievances and safety issues that arise within the work area they represent, provided they submit a request in writing. Union stewards shall obtain written permission from their immediate supervisor, or their designee, prior to leaving their work assignments and such permission shall be obtained at least twenty-four (24) hours in advance, unless deemed an emergency by the Employer and the Union. Management shall respond to requests within four (4) business hours or requests may be elevated to the next level management. Requests shall not be unreasonably denied.

Union stewards shall obtain written permission from an employee's supervisor, or his/her designee, prior to attempting to meet with an employee. Such permission shall be granted unless the employee cannot be immediately relieved from his/her assigned duties, in which case permission shall be granted as soon as possible thereafter.

Section C - In addition to recognizing the above Union stewards, the Employer agrees to permit the elected President of Local 2898 to spend even numbered workdays on Union business, provided he/she spends odd numbered workdays at his/her regular WSSC job duties (or on approved leave). This schedule may be altered by mutual agreement of the Union and the Employer. The Local President must be a permanent, certified hourly wage employee actively employed by the Employer. Transportation for the Union President while working on Union business is the express responsibility of the Union.

The Vice President will be eligible to use eight (8) hours Union Leave each week for Union business. The Local Vice President must be a permanent, certified hourly wage employee actively employed by the Employer.

Section D - All hours designated for weekly union business are not cumulative and shall not be carried over from week to week. It shall be the employee's responsibility to properly code and enter all time used for Union business into the Employer's time keeping system.

Section E - The name, job title, Union title and work phone number of all Union stewards and local Union officers may be posted at all work locations of employees in the bargaining unit. The President of Local 2898 shall be responsible for providing this information to the Employer and the posting shall be subject to the provision of that information. The Employer agrees to post on the Employer's Intranet the name, work phone number, unit and location of all Union stewards.

Section F - The Employer shall give consideration, on an ad hoc basis, to requests for administrative leave for new Union stewards to attend local union stewards training.

Article 6 – Discrimination

Section A – The Employer and the Union agree that they shall not discriminate against any employee because of race, sex, age, religion, national origin, physical disability, political affiliation, personal appearance, marital status, or Union affiliation in matters of hiring, promoting, transferring, training, compensation, benefits and all other terms, privileges and conditions of employment. The Employer and the Union agree to conduct their activities in accordance with Title VII of the Civil Rights Act of 1964, as amended, and any and all executive orders or laws promulgated by the United States, the State of Maryland or other governmental authority having jurisdiction over the subject matter.

Section B – The Employer further agrees to take affirmative steps to avoid and remove artificial, arbitrary and unnecessary barriers to employment when the barriers operate to discriminate on the basis of racial, sexual, or other impermissible classes not only in terms of overt discrimination but also practices that are fair in form but discriminatory in operation. The Employer agrees to assist employees in reaching full

potential through the identification of employee development opportunities that will better enable them to compete for jobs.

Section C – The Union hereby agrees to totally support and assist the Employer in implementing the provisions of Section B.

Section D – The provision of this Article shall be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance shall not be subject to arbitration, but the employee may elect to take his or her complaint to the appropriate federal or state agency having jurisdiction. In addition, the Employer shall grant administrative leave where an employee covered by this Agreement is subpoenaed to appear before a court, public body, public agency or commission on matters relating to this Article except where the employee is a party in the case.

Section E – The Employer agrees to provide the Union with the EEO complaint procedure and any Affirmative Action Plan the Employer may adopt.

Article 7 – Grievances and Arbitration

Section A – A grievance is a difference or dispute with respect to the interpretation, application, administration or alleged violation of the express terms of this Agreement.

The President of the Local may file a grievance on a particular issue on behalf of members provided that the affected members have authorized the specific grievance in writing. The President of the Local may also file a grievance on behalf of the bargaining unit, group or class of employees covered by this Agreement concerning alteration of any of the terms and conditions of employment negotiated under this contract. A class action grievance is one in which two or more employees grieve the same injury. In order to file a class action grievance, a standard grievance form must first be completed whereby the preparer lists their name followed by the extension “et al.” in the name portion of the grievance form. Subsequent pages must begin with the actual grievance stated at the top of each page with spaces for the printed name, signature, telephone number, and address, to be completed by each affected grievant individually.

Charges of unfair labor practices shall be submitted directly to the WSSC Labor Relations Administrator, as specified in Md. Code Ann., Pub. Util., §18-216, *et seq.*

Section B – Performance evaluations with a summary rating of 3.0 or above are not grievable under the terms of this Agreement.

Performance Management Program Goals are grievable directly to the Department Head/Director, or to the General Manager for WSSC-wide business goals, by the Local Union President on behalf of bargaining unit employees as follows:

- by Section for Section Goals

- by Division for Division Goals
- by Department for Department Goals
- for all bargaining unit employees for WSSC-wide business goals.

Individual employees may not grieve goals. Goals for bargaining unit employees will be provided by position and employee name to the Local Union President for review and approval. The Union will have up to fifteen (15) working days to approve or grieve the goals. Within seven (7) working days after receipt of a written grievance, the Department Head/Director or General Manager shall meet with the Local Union President and up to three of the aggrieved employees. Within ten (10) working days following the hearing, the Department Head/Director or General Manager shall present the Local Union President with a written decision on the grievance. The Department Head/Director or General Manager decision shall be the final decision on performance goals.

Section C – A grievance based upon discrimination in employment may be discussed under the provisions of this article since discrimination is a violation of the terms of this Agreement. However, copies of such grievances shall be filed with the Equal Employment Officer. The Equal Employment Officer shall be afforded an opportunity to be present and offer his/her views at any meetings held to adjust the grievance.

Section D – With the exception of grievance of performance goals, any individual Commission employee or group of Commission employees included in the hourly wage unit shall have the right to present grievances in person with or without representation by the Union. However, the Union shall have the right as the exclusive representative to be present at any meetings, under any step in the formal grievance procedure, whether or not the individual employee or group requests Union representation.

Section E

Grievance hearings at Step 2 and Step 3 of the procedure shall be attended by the aggrieved employee, the employee's Union Steward, the appropriate management representative(s), and those witnesses whose testimony is considered relevant to the grievance proceeding. In addition, all documents, written information, and appropriate personnel records pertinent to the grievance will be made available to the Union prior to the hearing upon written request by the Union. Union representation at hearings on performance goal grievances shall be limited to the Local Union President and up to three of the aggrieved employees.

Step 1 – Within ten (10) working days following the alleged incident which gave rise to the grievance or within ten (10) working days following the time an employee should have reasonably known of the occurrence, the aggrieved employee and, if the employee desires, his/her Union steward shall meet and discuss the grievance with the employee's immediate supervisor and/or Section Manager. The Section Manager

shall attempt to adjust the grievance matter and shall respond orally to the employee and his/her Union steward within three (3) working days. The Employer shall notify the President of Local 2898 as to grievance appeals processed by individual employees in the bargaining unit who do not desire Union representation.

Step 2 – If the grievance is not resolved in Step 1, it shall be reduced to writing, signed by the aggrieved employee and the employee's accredited Union steward, and presented to the employee's Division Manager within five (5) working work days after receipt of the Step 1 response or when the Step 1 response was due. Within five (5) working days after receipt of the Step 1 appeal, the employee's Division Manager shall meet with the employee, his/her Union steward, management representatives, and appropriate witnesses. The Division Manager shall provide the employee and the employee's Union steward with a written response to his/her grievance within seven (7) working days of the hearing. The Division Manager's decision shall be the final decision on grievances filed in connection with an oral warning.

Step 3 – If the grievance has not been settled at Step 2, a written appeal signed by the employee and the employee's Union steward shall be presented to the employee's Department Head/Director within five (5) working days after receipt of the Step 2 response or when the Step 2 response was due. Within seven (7) working days after the receipt of the written appeal, the Department Head/Director shall meet with all parties to the grievance. Within ten (10) working days following the hearing, the Department Head/Director shall present the employee and the employee's Union steward with a written response to his/her grievance. The Department Head/Director's decision shall be the final step of the procedure for a grievance of a performance evaluation with a summary rating below 3.0 or written warning or suspension.

Step 4 – Except for grievance decisions of performance goals, performance evaluations with a summary rating below 3.0, suspensions, or dismissal appeals which go to the Maryland State Office of Administrative Hearings, if the Union is dissatisfied with the Employer's final decision at Step 3, the Union may formally request within seven (7) working days after the receipt of the Department Head/Director decision, to have the matter scheduled for a meeting in the Office of the General Manager. Within twenty (20) working days after receipt of the Step 3 appeal, a representative from the Office of the General Manager shall meet with a Union representative to discuss the grievance and, if the grievance is not resolved, for the purposes of invoking arbitration. The President of Local 2898 may attend such sessions and any subsequent arbitration proceeding that might result. The parties will mutually agree on a method of selecting an arbitrator. If the parties cannot agree on the method or the arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators from which the arbitrator shall be selected according to specified procedures. The arbitrator shall decide on one (1) grievance at a time and shall not be bound by formal rules of evidence. The arbitrator shall render his/her decision in writing to the Employer, the aggrieved and the Union within thirty (30) days after the conclusion of the hearing. The arbitrator shall have the authority to make decisions only on issues

presented to him and he shall have no authority to change, amend, add to or delete from any provision of this Agreement. The decision of the arbitrator shall be final and binding upon the parties except in the case of the release of any permanent certified employee as described in Section F, herein, and the fee and expenses of such arbitrator shall be borne by the losing party.

Section F – Only grievances arising as a result of disputes concerning the interpretation, application, administration, or alleged violation of the express terms of this Agreement shall be subject to arbitration.

Section G – The release of or suspension for more than five (5) working days of any permanent certified employee may be appealed directly to Step 3 of the grievance procedure. The decision of the Department Head/Director shall be the Employer's final decision. Those employees who desire a further appeal of their release may do so by requesting an appeal hearing before the State Office of Administrative Hearings within ten (10) working days of the date of the Department Head/Director's decision.

Section H – The President of Local 2898 shall be mailed copies of all responses to grievances filed in accordance with this article.

Section I – If the Employer fails to render a grievance decision in a timely fashion, the grievant shall have the right to pursue the next step of the grievance procedure.

Article 8 - Hours of Work

Section A - The regularly scheduled workweek for full-time employees shall consist of a total of forty (40) hours during the seven (7) day period Sunday through Saturday.

Section B - Except in emergency situations, employees shall be provided a thirty (30) minute unpaid lunch period, normally at the middle of the work shift. Employees who are not provided with any meal period as a result of a work emergency shall be paid for an additional thirty (30) minutes of work provided that the Employee has received prior supervisory approval.

Section C - Except in emergency situations, employees shall be provided with a paid ten (10) minute rest period during each half of the work shift, normally at the middle of each half shift. Following the first three (3) hours of overtime work, the employee shall be given a paid ten (10) minute rest period. Following the first six (6) hours of overtime work, the employee shall be provided a thirty (30) minute unpaid meal break. Employees generally shall not be permitted to work more than twelve (12) hours per day unless in emergency situations.

Section D - Regular work schedules showing the employee's shift, workdays and hours shall be posted on all department bulletin boards. Except in situations involving the initial reassignment of an employee to an off-hour shift due to unscheduled employee

absences or unanticipated operational needs, regular work schedules shall not be changed unless the employee has been provided ten (10) calendar days advance notice. Employees temporarily reassigned for a period of seven (7) or more calendar days shall be provided four (4) calendar days of advance notice and the approximate length of the reassignment.

Article 9 – Seniority

Section A – Seniority shall mean an employee's total length of permanent continuous service with the Employer since the employee's last date of hire.

Section B – The Employer shall maintain a seniority list showing the seniority of employees covered by this Agreement. Seniority lists shall be maintained by the Human Resources Office.

Section C – The employee's continuous service shall be considered broken in instances of resignation, release or retirement.

Section D – For second or third shift assignments, management will first solicit volunteers from those qualified (by skills and step level) to perform the needed tasks or assignment. If there are no volunteers, then assignments either temporary or permanent to a second or third shift shall be based on a rotating duty roster that shall be prepared initially by order of seniority (lowest seniority first) of employees with the skills and step levels required to perform the shift work. An assignment shall be for no more than one year's duration unless the employee requests a longer period or a permanent assignment. Management retains the right to determine emergencies or situations in which such solicitation would be impractical. Employees who refuse to work a second or third shift may be subject to discipline. Employees who are disciplined for refusing to work a shift and who feel they have an adequate excuse shall be provided an opportunity to process a grievance on the matter. Rotation shall not apply to individuals in the Facility Technician program in Production.

Article 10 – No Strike, No Lock-Out

The Union and its members, individually and collectively, agree that there shall be no strike, slow-down, stoppage of work or job action. The Employer hereby agrees that there shall be no lock-out on its behalf. In the event of an illegal strike, slow-down, work stoppage, or job action, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work, and attempt to bring about a resumption of normal operation.

Article 11 – Promotions

(for "Skill-based pay positions," see Article 11.5)

Section A – The term promotion as used in this Agreement shall mean the advancement through competition of an employee from his/her current position to another position carrying a different classification and offering a higher hourly rate/grade than his/her current hourly rate/ grade.

Section B – Job vacancies shall be filled through competition.

Section C – Job vacancies for all positions in the bargaining unit shall be posted internally and externally for a period of not less than three (3) weeks. Subject announcements shall include the job location, title and grade, qualification requirements and closing date.

Section D – Human Resources shall review all applications and determine those applicants who are qualified based upon the Employer's qualifying factors. Human Resources will work with the hiring supervisor to establish minimum selection criteria in advance of the selection process. Selection criteria includes any applicable qualifications, knowledge and skills required for the job, interview score, and assessments, tests or skills demonstrations. The list of qualified candidates shall be forwarded to the hiring supervisor. The top four qualified internal applicants will be interviewed for the vacancy. At the discretion of the hiring supervisor, more than the top four internal applicants may be interviewed.

The hiring supervisor shall select the person he/she deems most qualified from the list of interviewed applicants who have met the minimum pre-established selection criteria. If no interviewed applicant meets the minimum selection criteria, the job may be reposted for an additional period of not less than two (2) weeks.

Section E – Promoted employees shall be required to serve a promotion probationary period of six (6) months. The probationary period shall be regarded as an integral part of the training process and shall be utilized for closely observing employees' work performance. Employees shall be required to maintain at least a satisfactory attendance record and satisfactory work performance during this period.

Section F – The President of Local 2898 shall be provided with a list of all promotions, demotions, and reclassifications for all Union eligible positions upon request, but not more frequently than once monthly.

Article 11.5 – Promotions and Job Opportunities in Skill-based Positions

Section A – Promotions for skill-based pay positions shall be made pursuant to the conditions of Article 11, Appendices E or as negotiated under Article 33.

Section B – The Union and the Employer shall meet within thirty (30) days after the effective date of this Agreement and annually thereafter if requested by the Union to discuss the flexible worker assessment document to assure that the document reflects current work processes. Any disagreement with any or the required skills or licensures must be submitted in writing with supporting documentation.

Article 12 – Reclassifications

The Employer may designate “Helper” positions into which employees are placed in preparation for reclassification at the “Journey” level. In these specific helper positions, it is the intent of management that employees gain the necessary skills to meet the requirements of the journey level position after approximately one year on the job. Since it is management’s intent that employees in the above job classifications are prepared to function independently at the journey level after the year training period, and both the Union and management recognize that all employees may not have attained that level of proficiency in one year, employees may be permitted to retain their helper designation for a period of time to include two regular performance evaluations following the expected one-year training period.

Employees who have been unable to demonstrate the required job skills and criteria at the journey level after two consecutive fully satisfactory evaluations at the helper level following completion of their one-year normal training period shall be terminated, unless an appropriate lower grade vacancy exists for which the employee qualifies. In such a case the employee shall be offered a demotion.

This article refers only to those helper positions that are retained by management to specifically prepare employees for the journey level position. Therefore, this article does not include those helper positions which are required on an ongoing basis by the Employer and are included in the individual Groups’ staffing patterns.

Article 13 – Lay-Offs

Section A – Providing steady employment is a prime concern of the Employer. However, such things as reorganization, automation, restructuring, and job consolidation may make it necessary to eliminate or abolish certain positions. Maximum efforts shall be extended to protect both the employment status and the salaries of the affected employees.

Section B – Should it become necessary to execute a lay-off or position abolishment, employees shall be selected for displacement on the basis of the inverse order of total continuous Commission service. This method of displacement may be modified if it is determined that its implementation will create an adverse impact on protected classes of employees. In case of the above, the Equal Employment Officer shall be held responsible for identifying the adverse impact and for developing a system for alleviating the impact. The system shall be reviewed with the appropriate Union officials prior to its implementation.

Section C – The Human Resources Division Manager shall review all current vacancies to determine if there is a position available which is compatible with the employee’s training, education, experience and qualifications and which carries a grade at least equal to the employee’s current grade. Should such a position be available, arrangements will be made to immediately transfer the employee.

Section D – Should work not be available at the current grade, the employee will be assigned to a lower graded job compatible with his or her training, education, experience and qualifications. Such employees will have their grades reduced to that of the lower graded position. Employees whose current rate of pay exceeds the maximum of the lower graded position will retain their current rate of pay for a period of two years. During this two-year period, wage increases will be handled in accordance with Article 24.

Section E – During the two-year period the employee shall be counseled by Human Resources staff about available vacancies and will be reviewed on a priority basis for promotion or lateral transfer to jobs for which he/she may qualify. Affected employees will be reviewed for job vacancies by Human Resources prior to the posting of the vacancies. Employees who refuse to accept an offer of a job which carries their old wage grade and is otherwise comparable to their old position will have their wages appropriately reduced.

Section F – Employees who have not been returned to their old wage grade at the end of the two-year period will have their wages appropriately reduced. Employees shall be provided with notice of such action three months in advance of the expiration of the two-year period.

Article 14 – Inclement Weather Conditions

This article has been included to cover Utility Services employees who, prior to the initial Agreement between the Employer and Union, were required to use personal leave whenever work was not available because of the declaration of Inclement Weather Conditions. As such, this article applies only to those bargaining unit employees in the Utility Services Units.

Section A – When the Department Head/Director judges that inclement weather conditions preclude the field employees from performing scheduled job duties, the Department Head/Director will declare an Inclement Weather Day. On such days, work, which the Division Manager determines should be performed during inclement weather, will be assigned to as many employees as possible. Employees for whom no work is available will be dismissed for the remainder of the shift.

Section B The declaration of an Inclement Weather Day and the availability of alternate work are beyond the control of the employee. Therefore, employees who are dismissed early during an Inclement Weather Day shall be paid for the remainder of the shift, without charge to their accumulated annual leave.

Section C – Early dismissals on declared Inclement Weather Days shall be distributed among affected Systems Maintenance employees as equally as proficient operations permit.

Section D – Employees required to work during a declared Inclement Weather Day shall perform all work assigned.

Section E – Declaration of an Inclement Weather Day is solely the responsibility of the Employer, and such decision shall be made by the Department Head/Director.

Section F - For Codes Purple and Red AQI days, Union and Management will confer to determine additional measures to be taken in order to ensure the safety of employees. In work locations where winds are 39 mph or greater, as determined by National Weather Service, employees must remain clear of tall trees and wooded areas.

Section G: In the absence of a declaration of an Inclement Weather Day, an employee may request reconsideration of the work assignment or work location if the employee has a valid concern with an unsafe weather condition. The request should be made through the chain of command and/or Union President.

Article 15 – Discipline

Section A – The Union hereby agrees that the discipline of the work force for cause is the exclusive right of the Employer; however, the Employer agrees to limit its discipline of the work force to oral and written warnings, suspensions, and discharge.

Employees will normally receive an oral or written warning before being suspended. Also, an employee will normally be suspended before being discharged. However, the Employer reserves the right to immediately suspend or discharge an employee whenever the Employer determines such action is warranted by the seriousness of the offense.

Section B – Any disciplinary action may be processed through the grievance procedure. The Union agrees to accept, as the final decision, the Step 2 decision rendered on grievances filed in connection with an oral warning or a written warning, provided the oral warning is not accompanied by a suspension.

Should it become necessary to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

An employee may request the presence of his or her designated Union steward, or designated alternate, during an interview of the employee that is conducted by the Employer as a part of an investigation that the employee reasonably believes may result in disciplinary action against the employee. The Union steward shall be given the opportunity to be present following such a request.

Section C – The Employer shall provide a copy of the written warning, demotion, suspension or release Personnel Action Notification (PAN) to the President of Local 2898.

Section D – In cases of suspension or recommendation for release, the Step 3 hearing shall be held within seven (7) working days after the notice is given. If the Department Head/Director cannot offer a hearing during the aforementioned time frame, then the employee shall remain on duty until the Step 3 process is concluded. If the suspension is for reason(s) that involve no threat to self or others the Union may request in writing within twenty-four (24) hours to the Department Head that the action be held in abeyance until following the final decision at the Step 3 level. The request for abeyance shall not be unreasonably denied. The Employer has the option to place the employee on administrative leave with pay until the Step 3 process is concluded.

Article 16 – Holidays

Section A – All permanent full-time employees are assured the observance of the following paid holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
Presidential Inauguration Day (every 4 years)
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Election Day (every 2 years)
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

Section B – All employees who meet the eligibility requirements outlined below shall receive one day's pay at the applicable straight time rate for each of the holidays listed. When a holiday falls on a Sunday, it shall be observed on the following Monday; when a holiday falls on a Saturday, it shall be observed on the previous Friday. For employees who are regularly scheduled to work on Saturday and Sunday, however, the holiday shall be observed on the day it actually occurs.

Section C – All full-time employees shall be eligible for holiday pay provided they are at work or are on an approved paid absence the full workday before and after a holiday. In the case of a double holiday, the employee must be at work or in an approved leave status the workday before the holiday in order to be eligible for payment for the first day of the holiday, and must be at work or on an approved leave status the day following the holiday in order to be eligible for payment for the second holiday. Employees scheduled to work on a holiday must also report to work on the holiday to receive holiday pay (plus applicable overtime pay). Employees who fail to report on holidays on which

they are scheduled to work, and who meet the requirements of Articles 16 or 17, shall receive only annual or sick leave for the day.

Section D – If an employee works on any of the holidays listed in Section A, he/she shall receive overtime compensation (pay at time and one-half) for all hours worked. Such compensation shall be in addition to the holiday pay.

Article 17 – Annual Leave

Section A – Annual leave is paid leave granted to employees which permits them to be absent from duty for vacation or other personal reasons without loss of pay.

Section B – Employees shall be credited with annual leave on the basis of the following schedule:

Years Service	Credit Every Two Weeks	Approximate Total Yearly Credit
Less than 3 years	4.0 hours	104 hours (13 days)
3 to 15 years	6.15 hours	160 hours (20 days)
15 years or more	8.0 hours	208 hours (26 days)

To be credited annual leave, an employee must have been on paid status for the ten (10) regular workdays that occur during a two-week leave period. Paid time off shall be counted in the accumulation of the required ten days.

Section C – New employees shall be credited with annual leave at the end of the first two-week leave period of their employment.

Section D – Except in emergencies, employees should request their leave time in advance. Supervisors shall base their approval or disapproval of the leave on the operating requirements of their respective units. Requests for annual leave by employees shall not be unreasonably denied.

Section E – Annual leave accrued in excess of 360 hours (45 days) as of the last two-week leave period in a calendar year shall be transferred to sick leave at the end of the last two-week period in the calendar year. At retirement an employee may convert unused annual leave to sick leave for calculation of the retirement benefit.

Section F – Upon separation employees are eligible for pay of unused annual leave.

Article 18 - Sick Leave

Section A - Sick leave is paid leave granted to employees which may be used for personal illness or injury, dental, medical or optical treatment, or disability resulting from pregnancy, childbirth, or other health related condition which precludes them from performing the duties of their normal position. Sick leave may also be used for an absence

required by the serious illness of a member of an employee's immediate household or by the death of an employee's parent, legal guardian, grandparent, parent-in-law, spouse, child, sibling, or a relative living with the employee at the time of death.

Section B - Employees shall be credited with 4.6 hours of sick leave every two weeks if they have received pay for all 80 hours in the two-week leave period. However, neither sick leave used to cover a job-related injury nor illness or disciplinary time off shall affect an employee's eligibility for sick leave credits.

Section C - New employees shall be credited with sick leave at the end of the first two-week leave period of their employment. They may request sick leave as soon as it has been credited.

Section D - In order to be eligible to use sick leave to cover an absence, an employee must promptly notify his or her supervisor or have someone else notify the supervisor of the reason for his/her absence. If the absence is due to personal illness or a serious health condition and lasts for three (3) or more consecutive workdays, the employee must submit a medical certification to support the request for leave to Human Resources or his/her supervisor, before the employee may receive payment for the period of absence (per Md. Code Ann., Pub. Util., §18-117).

If it appears that an employee is abusing sick leave, the supervisor may require the employee to submit written certification from a physician for fewer than three (3) days of sick leave usage. The supervisor will consider extenuating circumstances. Abuse shall be defined as (a) the employee is on sick leave for three (3) days or more and does not provide medical certification, (b) the employee uses sick leave for absences other than those authorized by Policy 5.6 Sick Leave, or (c) the employee has established a documented pattern of using excessive sick leave.

The requirements for represented employees shall not exceed those of non-represented employees. In addition, should Md. Code Ann., Pub. Util. §18-116 be changed to remove this requirement, the requirement will revert back to the original five (5) day requirement.

Section E - Upon retirement, in accordance with the Retirement Plan unused accumulated sick leave may be applied to an employee's creditable service time for retirement, at the rate of one day of creditable time for one day of accumulated sick leave.

Section F - An employee absent on sick leave for six (6) or more consecutive workdays, or who has been admitted to the hospital or hospitalized for a period of twenty-four (24) hours or more shall be required to authorize and have completed and signed by his/her treating physician the WSSC Release to Return to Work/Physician's Report form. If there are no restrictions to return to work, the form must be provided to Human Resources at least four (4) hours, Monday through Friday, prior to the employee's anticipated return date, to allow for adequate review, consultation and/or scheduling. Should any restrictions be noted or accommodations requested, the form must be provided to Human Resources at

least forty-eight (48) hours, Monday through Friday, prior to the employee's anticipated return date, to allow for adequate review, consultation, scheduling and/or coordination of any necessary accommodations. Employees who fail to provide the WSSC Release to Return to Work/Physician's Report form and any other applicable required documentation shall not be permitted to resume work. If there are any restrictions noted or accommodations requested, employees must receive authorization from the Human Resources Office prior to being permitted to return to work. The requirements for represented employees shall not exceed those of non-represented employees.

Section G - Employees who terminate for reasons other than retirement shall not receive any pay or time off for unused sick leave. An employee who uses any amount of sick leave during the two-week period prior to the employee's resignation or termination of employment shall not be paid for any portion of the leave, unless the employee supplies medical proof of his/her illness.

Section H - A new employee covered by this Agreement may participate in the Sick Leave Bank upon employment. An employee covered by this Agreement may donate sick leave directly to another employee covered by this Agreement.

Article 19 – Maternity/Parental Leave

Section A – This provision applies only to probationary employees and others who are unable to meet the employment requirements of the Family and Medical Leave Act (FMLA) policy (see Article 20). The Maternity/Parental Leave Policy provides time off to pregnant employees. A pregnant employee may begin leave for pregnancy purposes as early or as late as that employee wishes so long as job duties are performed safely and efficiently. Time off may be granted to an employee wishing to take leave time related to a spouse's pregnancy-related disability or childbirth.

Section B – A pregnant employee who begins leave at the point that employee is physically unable to work will be granted paid and/or unpaid sick leave in accordance with the Employer's Sick Leave and Extended Injury/Illness Leave policies, including the Sick Leave policy's advance sick leave provision. Prior to beginning sick leave, that employee must provide certification from the attending physician attesting to the disability. The certification will cover the employee's absence from work through eight (8) weeks following the date of delivery. Employees who wish to remain on sick leave beyond the eight (8) week date will be required, in accordance with the Sick Leave and Extended Illness/Injury Leave policies, to provide periodic confirmation of continuing disability and medical treatment. Employees unable to present such certification may request a leave of absence. A pregnant employee who wishes to begin leave before that employee is disabled or in the absence of any disability may request a leave of absence. An employee on a leave of absence may not use sick leave for any disability which occurs during the leave of absence.

Section C – An employee whose absence from work is required by a spouse's pregnancy-related disability or childbirth may take up to eight (8) weeks leave at the

time of his child's birth. Submission of the child's birth certificate or other certified document is required upon return to work.

Section D – An employee returning to work from sick leave (paid or unpaid) is assured reinstatement to her/his former job. An employee returning from a leave of absence is not assured reinstatement. However, in accordance with WSSC Personnel Policy 5.16 (Leave of Absence), every effort will be made to reinstate the employee in a suitable job opening.

Article 20 – Family and Medical Leave

Family and Medical Leave shall be provided in conformance with applicable federal law and regulations, and with the Employer's Policy as amended from time to time.

Article 21 – Leave of Absence Without Pay

Section A – An unpaid leave of absence, as used in this Agreement, is an approved absence from duty in a non-paid status. A permanent full-time employee may request and be granted a leave without pay up to one-hundred (180) calendar days for personal reasons when approved by the appropriate authority.

Section B – Union stewards selected by the Union to do work which takes them away from their employment with the Employer may be granted Leave of Absence without pay under the provisions of this Article when duly requested by the employee and certified by the Union.

Section C – Employees on leave of absence may continue to participate in the medical insurance program at the regular employee contribution rate, provided that payment arrangements are made in advance with the Human Resources Office. Employees on an approved leave of absence will be covered with life insurance for six months following the date on which they began the approved leave of absence.

Section D – Employees on an unpaid leave of absence will not earn annual leave, sick leave or other paid leave.

Section E – Employees must request reinstatement in advance of the expiration of their approved leave of absence. Failure to request reinstatement or renewal of the leave within five (5) days of the expiration of the leave will subject employees to automatic release. An employee's reinstatement from an unpaid leave of absence will depend solely on the availability of a suitable job opening at the time reinstatement is requested.

Article 22 – Military Time Off

Military Leave shall be provided in conformance with the applicable federal law and regulations, and the Employer's HR policy, as amended from time to time.

Article 23- Jury/Witness Leave

Section A – Employees called away from their duties to serve as a member of a jury, subpoenaed to appear in a criminal court action as a State’s witness, or requested to appear in court for reasons involving the Commission may be absent without loss of pay and without charge against any leave credits.

Section B – Permanent full-time employees will receive their regular wage while on jury duty without charge to any leave credit. Employees shall provide their supervisors with the initial jury duty summons and subsequently with proof of days actually served. Employees are expected to be at work except when their absence is required by the court.

Section C – Any employee summoned by subpoena to appear in any court action in which the Employer is directly involved shall be permitted to be absent from his/her duties as required by the subpoena, without loss of pay and without charge against any leave credit. An employee summoned to appear in any court action in which the Employer is not involved shall have such absence charged against annual leave credit or may be granted a leave of absence without pay to cover subject time. In such cases, an employee may retain any fees provided for witness duty if annual leave or leave of absence without pay is used for this purpose.

Article 24- Wages

Section A - The Classification Schedule of all hourly positions, effective July 1, 2020, is shown on Appendices B and C.

In Fiscal Year 2021, a one-time cash payment of \$1,250 (not added to base) in recognition of on-site work during the pandemic shall be paid to active employees who meet both of the following criteria:

- (1) Are on payroll as of September 1, 2020, and
- (2) At least 50% of hours worked by the employee during the period March 16, 2020 through March 31, 2021 were worked on-site.

On or about September 15, 2021, a one-time cash payment of \$750 (not added to base) shall be paid to all members of the bargaining unit.

Represented employees shall participate in any Cost of Living Adjustments provided to non-represented employees during the term of this collective bargaining agreement, subject to the approval of the Prince George’s and Montgomery County governments.

Section B - Except for those in flexible worker positions, all employees shall receive an annual performance evaluation under the Commission’s Performance Management Program. Performance for those employees will be measured and evaluated in the following areas:

1. Performance Goals – A minimum of three (3) and a maximum of ten (10) goals assigned at the beginning of the performance year chosen from the following:
 - Business Goal – For all WSSC employees
 - Department Goal – All employees in the Department/Office
 - Division Goal – All employees in the Division
 - Section Goal – All employees in the Section
2. Operational Assessment – Day-to-day performance of job duties as reflected on the Performance Evaluation form; and
3. Core Values – Demonstration of the Commission Core Values in the day-to-day performance of the job.

Goals for bargaining unit employees will be provided by position and employee name to the Local Union President for review and approval within sixty (60) days of the start of each performance management period. The Union will have up to fifteen (15) working days to approve or grieve the goals. Goals are grievable directly to the Department Head/Director, or to the General Manager for WSSC-wide business goals, by the Local Union President on behalf of represented employees as follows:

- by Section for Section Goals
- by Division for Division Goals
- by Department for Department Goals
- for all represented employees for WSSC-wide business goals.

Individual employees may not grieve goals. The Department Head/Director or General Manager decision shall be the final decision for performance goals.

The program overall performance ratings and definitions are as follows:

Numerical Rating	Definition
4.5 – 5.0	Excellent
3.6 – 4.5	Exceeds Expectations
3.0 – 3.5	Meets Expectations
2.0 – 2.9	Needs Improvement
Below 2.0	Unsatisfactory

Employees who receive a summary performance rating of 3.0 or above and whose salary is not at the maximum of the pay range shall have their annual salary adjusted by a percentage equal to that of the performance rating, subject to the approved WSSC annual budget.

Employees whose pay is at the maximum pay for their position and who receive a summary performance rating of 3.6 or above are eligible to receive performance pay pursuant to the provisions of the Performance Management Program.

A performance increase may also not raise an employee's base pay rate above the maximum rate established for the grade of the employee's position. When an increase would raise an employee's base pay rate above the maximum rate established for the grade of the employee's position, the employee shall receive the amount to the maximum of the range added to base salary and the difference in a one-time payout. The maximum of the sum of these two amounts cannot exceed the amount paid to employees with the same performance rating who are already at the maximum of the range.

Employees whose pay is at the maximum of the pay range for their positions and who receive the following ratings shall be eligible to receive a bonus as described below:

3.6 – 4.5	Exceeds Expectations	\$1,000
4.6 – 5.0	Excellent	\$2,000

Employees whose overall performance rating is below 3.0 - Meets Expectations are ineligible for a performance increase.

Performance reward pay is subject to annual approval by the Prince George's and Montgomery County governments as a part the Commission's budget.

Article 25- Overtime:

Section A - All full-time employees will receive overtime compensation for all hours worked in excess of their normally scheduled workday on regularly scheduled workdays, and for all hours worked on non-scheduled workdays. Employees shall be compensated for overtime work in the form of overtime pay at one and one-half times their straight time hourly rate.

Section B - Employees will also be eligible for overtime compensation for all hours worked on holidays which occur during their normal work schedule, in addition to their regular holiday pay.

Section C - Employees required to report to work outside their regular work schedule shall be compensated in the following manner:

1. one and one-half (1½) times the employee's regular pay for all hours worked beyond the completion of the employee's regular work shift;
2. a minimum of three (3) hours at one and one-half (1½) times the employee's regular pay for each call back after the completion of the employee's regular work shift.

Section D - Overtime shall be distributed among qualified employees performing similar work within the work group as equally as proficient operations permit. If a sufficient number of employees are not available, overtime may be offered to other employees outside the normal work group.

Section E - Overtime shall be voluntary except in emergency situations when it shall be mandatory for employees to work overtime. Management shall first solicit volunteers from those qualified to perform the needed tasks or assignments prior to directing any employee to work overtime. Management retains the right to determine emergencies or situations in which such solicitation would be impractical. Employees who refuse to work overtime may be subject to discipline. Employees who are disciplined for refusing overtime and who feel they have an adequate excuse for doing so shall be provided an opportunity to process a grievance on the matter.

Section F - Employees required to work ten (10) or more consecutive hours in a workday and those employees on a ten (10) hour workday required to work twelve (12) or more consecutive work hours shall receive a \$10.00 meal allowance. An additional \$10.00 meal allowance shall be provided for each consecutive eight (8) work hours thereafter. This section shall take effect upon ratification of the Agreement by the Union and approval by the Commission.

Article 26 – Higher Classification Pay – (This Article does not apply to employees working in Skill-based pay positions)

Section A – All hourly wage employees will be provided extra pay when, in emergency conditions or exceptional situations, they are asked to perform higher classification work not called for in their job descriptions. Generally, higher classification pay will be provided only for time actually spent performing higher classification work. However, an employee assigned to replace an absent employee of a higher skilled level at the higher skilled level will receive higher classification pay for the entire shift.

Section B – Employees assigned to higher classification work will be paid in accordance to the attached flat rate chart. (See Appendix D.) Overtime work performed at a higher classification will be computed at one and one-half times the wage rate for that classification. Employees who perform higher classification work in a job occupation different from their current one will be paid on the basis of the “journey” level of the job occupation. Higher classification assignments shall be distributed as equally among qualified employees as proficient operations permit.

Article 27 – Differential Pay

Section A – A differential of \$1.50 an hour will be paid to all employees who are assigned to a shift starting at or between 2:00 P.M. and 4:00 A.M., and to “rotating shift” employees when they are assigned to a shift starting at or between 2:00 P.M. and 4:00 A.M. The differential will be paid for all hours worked on the regular shift as well

as for any overtime hours worked after the shift is completed. This applies to a temporary or a permanent assignment.

Section B – A differential of \$1.50 an hour will be paid to all employees for all hours worked on a Saturday or Sunday as part of a regular or rotating shift. The differential will apply as well to any overtime worked on a Saturday or Sunday after the normal Saturday or Sunday shift is completed. This applies to a temporary or a permanent assignment.

Section C – The differential is not doubled in the case of a combination of off hours and Saturday or Sunday work, nor is it compounded when applied to eligible overtime work. In all applicable situations, the differential remains a flat rate of \$1.50 an hour.

Article 28 – Tool Allowance

Section A – As a condition of employment, mechanics are required to provide hand tools and a tool box or boxes as necessary to perform their assigned tasks in a worker-like manner within established work time standards. As a normal practice, all mechanics are expected to take prudent care of their personally owned tools to prolong their useful life and to assist in loss prevention.

Section B – Should a loss of tools occur through a theft from or destruction of the Employer's premises in which the tools are stored, mechanics incurring such a loss shall be covered for tools itemized on the individual mechanic's tool inventory approved in writing by the Fleet Services Division (FSD) management. In the event of a loss of tools, mechanics are responsible for submitting a formal claim through their supervisor(s), to the General Counsel's Office: Attn: Claims Manager. Upon receipt of a formal claim and report from the Police and Homeland Security Division verifying the loss, the Employer shall promptly provide replacement, in kind, of the missing tools.

Section C – It is recognized that certain tools may become worn or broken in the course of work performance with the Employer. In order to assist personnel in maintaining the tools required for their trade, and to encourage the addition of new tools when needed, the Employer shall provide a tool allowance. Tools purchased with the tool allowance shall be of the type used in the normal repair and maintenance of WSSC vehicles and equipment. Mechanics' tool inventories on file with FSD shall be updated within thirty (30) days of receipt of tools ordered with the tool allowance.

Section D – A tool allowance will be granted to employees who occupy the positions of Vehicle Mechanic, Equipment Mechanic, Body Repairer, Lead Vehicle Mechanic, Lead Equipment Mechanic and Lead Body Repairer, upon successful completion of their probationary period with the Employer.

Section E – A Tool Allowance for eligible mechanics will be granted following the end of each calendar year. The amount of the allowance is \$700.00 in calendar year 2021 and \$700.00 in calendar year 2022.

Section F – Employees meeting the criteria established in Section D will have the Tool Allowance included in the first paycheck of the calendar year. Only employees who are on the active payroll at the time of payment shall be eligible to receive the Tool Allowance. The Allowance will be reduced by 10% for each month missed in the preceding year, i.e. employees that have missed work for the equivalent of six (6) months will receive the Allowance minus a 60% prorated deduction. Employees who have only worked two months out of the year will not receive any allowance, as the ten missed months would equate to a 100% deduction.

Article 29 - Employee Benefits

Section A – The Employer hereby agrees to offer Health Insurance Programs which will cover comprehensive medical care subject to certain deductibles and employee co-payments. The employee share of the premium for this program will not be more than 30% of the highest cost medical insurance plan (POS) and 25% of the lowest cost medical insurance plans during the term of this contract.

The employee share of the premium, deductible, physician visit co-payment or prescription drug co-payment will not exceed those of non-represented employees.

Section B - Life Insurance coverage will be equal to two (2) times an employee's annual gross salary, including longevity pay, rounded up to the next higher \$1,000.00. The Employer agrees to provide to retiring employees, with the exception of deferred retirements, reduced life insurance coverage which will be equal to 15% less than the annual gross salary amount just prior to retirement. Subsequently, this insurance coverage will be reduced each year by the same amount of insurance reduction which occurred at retirement until the retiree's insurance coverage equals 25% their final salary. The Accidental Death and Dismemberment portion of the policy is cancelled at retirement.

Section C - The Employer agrees to provide an unpaid personal injury/illness leave of absence for non-occupational disabilities based on length of service as follows:

Length of Service

Leave of Absence Allowance

1 year – fewer than 2 years	6 mos.
2 years – fewer than 7 years	12 mos.
7 or more years -	18 mos.

The Employer will maintain in the program the Accident and Sickness Weekly Income Insurance at approximately its current benefit level. This plan provides coverage after a ninety (90) calendar day waiting period and provides 60% of an employee's basic weekly earnings up to a maximum benefit of \$1,600 per week. Accident and Sickness

benefits continue during the total disability for up to one-hundred and four (104) weeks. The coverage is 24-hour coverage and the benefits provided by the plan are directly offset by any and all benefits received from Social Security, including Dependents' Social Security. Benefits are provided for maternity disability the same as for any other disability.

The Employer also agrees to terminal pay (dollar value of earned unused annual leave) if an employee is unable to return to work because of continued disability when the personal injury/illness ends.

Section D - The Employer agrees to provide a blanket two (2) year plan for job-related injury/illness which will include an employee disability income program to operate in concert with the Workers' Compensation Program. The Employee Disability Program will make up the difference between the employee's net pay for a normal forty (40) hour work week and the temporary total benefits the employee receives under the Workers' Compensation Program. Under no circumstances shall an employee under the combined Employee Disability - Workers' Compensation Program receive a higher net weekly pay than the net pay he/she would have received for a normal forty (40) hour work week.

The Disability Leave Benefit will begin on the fourth calendar day of the employee's absence in concert with the Workers' Compensation benefit and shall run for a maximum of five (5) calendar months for permanent certified employees. Those certified employees who initially sustained their job injury or illness during their probationary periods will be limited to a maximum of thirty (30) calendar days of Disability Leave Benefits.

Upon termination of the five (5) months disability leave, employees who are unable to return to work are eligible for unpaid injury/illness leave up to the 24th month from the date of first absence for the disability. During this leave an employee may be eligible for Accident and Sickness Weekly Insurance benefits as described in Section C above (in this instance, offset by any and all benefits received from either the Employer's Employee Disability Program, Workers' Compensation, or Social Security, including Dependents' Social Security).

The Employer also agrees to pay upon the employee's termination the dollar value of unused sick and annual leave provided the employee is unable to return to work because of continued disability when the job-related injury/illness eligibility ends.

Section E –The Employer hereby agrees to offer Dental Insurance Programs which will cover comprehensive dental care subject to certain deductibles and employee co-payments. The employee share of the dental insurance premiums will not be more than 25% during the term of this contract. The employee share of the premium, deductible, physician visit co-payment or prescription drug co-payment will not exceed those of non-represented employees.

Section F – The Employer shall notify the Union of the date, time and place of Retirement Board of Trustees meetings. The Union may have an observer present at the Board meetings.

Article 30 – Educational Assistance

The Employer provides financial support to permanent, certified employees who enroll in job or career-related educational/training courses for classes which meet after work hours. The Employer will pay 100% of authorized educational expenses, up to a maximum of \$2,000.00 in any given fiscal year. Authorized expenses include tuition, required text books, course-related materials, registration fees and other fees not judged to be optional. Employees who are eligible for VA Educational Benefits must apply for VA Benefits before applying for Educational Assistance Benefits. When VA Benefits are approved, the Employer will pay the difference between the amounts due from VA and the total amount of authorized expenses, up to a maximum of \$2,000.00 per fiscal year. Within thirty (30) days after completing each course, employees must submit evidence of successful course completion or they will be obligated to reimburse the Employer for all expenses.

An employee covered by this agreement shall participate in any increase in educational assistance provided to non-represented employees during the term of this contract.

Article 31 – Union Activity

Section A – The Employer agrees to provide reasonable space at each facility for the posting of official Union notices.

Section B – The Employer agrees that designated Union stewards may communicate with or consult employees concerning the enforcement of the provisions of this Agreement. Such discussions may be held during working hours, provided the steward obtains permission from the appropriate supervisor.

Section C – The Employer agrees that accredited representatives of the Union shall be admitted to the premises of the Employer during working hours for the purposes of discussing or assisting in the adjustment of grievances or to conduct reasonable Union business, provided this does not interfere with working schedules or operations. Advance notification must be given to the appropriate supervisor of the facility to be visited.

Section D – The Union agrees that the collection of Union dues, solicitation of Union membership and distribution of literature shall be prohibited during working hours, and such activities shall be strictly confined to the non-working time of employees.

Section E – The Employer shall give consideration, on an ad hoc basis, to requests for administrative leave from Union stewards or representatives to attend Union conferences or seminars.

Article 32 – Safety

Section A – The Employer and Union hereby agree to cooperate in the enforcement of proper safety procedures. Should the employee feel that his/her work requires him/her to perform in an unsafe or hazardous situation, the matter shall be considered immediately by the employee's immediate supervisor and the Occupational Safety and Health Division. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and be processed according to the grievance procedure. If an employee feels that a piece of equipment he/she is required to operate is unsafe, the employee shall immediately report it to his/her immediate supervisor and/or the Occupational Safety and Health Division. No employee shall be required to operate a piece of equipment or perform work which is deemed unsafe by the Employer's Safety Division.

Section B – The Employer agrees to the formation of a six-member management/Employee Safety Committee, to be chaired by the Division Manager, Occupational Safety and Health, and to also include two other management members and three Union members. The Committee will meet quarterly at the direction of the Chairman. The Committee will be responsible for discussing safety concerns of employees or management and may unanimously recommend actions to eliminate or reduce unsafe working conditions.

Section C – A premium of \$50.00 a day will be paid to employees required to work on top of elevated water tanks or standpipes and for climbing microwave towers and utility poles from forty (40) feet and above to service communication equipment; work performed on the upper portion of the downstream side of the dam, specifically on a dam's taintor gates or the inside of the intake tower; and for internal inspection of water mains and sewer mains. This premium will be paid where the employee spends all or part of the regular workday performing such tasks. However, if the work continues beyond the employee's shift, the employee shall receive this pay for only one (1) shift.

Article 33 – Innovative Programs

Section A – Incentive Programs Management and the Union agree that it is in their mutual interest to support group incentive programs that result in reduction of operational costs for the Employer. In order to facilitate implementation of such programs, management and the Union agree that pilot incentive programs may be undertaken by separate letter agreement and that such pilot programs may also be extended and made permanent by letter agreement. These Programs may be modified from time to time by separate letter agreement outside of the bargaining process. The Parties agree to hold status and progress meetings twice a year, in March and September to insure the focus of the objectives and review results of the various Innovative Programs.

Section B – Skills Enhancement/Workforce Flexibility Programs – Management and the Union agree that it is in their mutual interest to support Skills Enhancement/

Workforce Flexibility Programs that result in skills enhancement and flexible assignment of employees. In order to facilitate implementation of such programs, Management and the Union agree that pilot skills enhancement/workforce flexibility programs may be undertaken by separate letter agreement and that such pilot programs may also be extended and made permanent by letter agreement. Several such Programs have been implemented and the applicable provisions are spelled out in HR Policy 4:20 – Flexible Worker and Incentive Based Pay Programs, the Side Letter in Appendix F, and the various Skills Handbooks used for various programs.

The current Innovative Program job classifications include Utility Technician, Facility Technician, Pipe Technician, and Collection Technician. Movement through these classifications is based on certified attainment and demonstration of certain skills with pay rates established for the various blocks of skills, set forth in the Skills Handbook associated with the specific Program.

Since pay increases are based on skill levels, the current Merit Increase plan, Article 24, Section B, will not apply to employees in one of the Innovative Programs job classifications. In addition, Article 26 – Higher Classification Pay will not be utilized since employees will automatically be moved to the pay rate associated with their certified skill level.

Section C – Modification of Innovative Programs – In order to retain the flexibility and benefit of the Innovative Programs set forth in Sections A and B above, all such programs may be modified from time to time by separate letter agreement outside of the bargaining process. The Parties agree to appoint a Standing Committee to hold status and progress meetings twice a year, in March and September to insure the focus of the objectives, review results of the various Innovative Programs, and discuss suggested changes or modifications.

Management retains the right to modify the Innovative Programs based on the review of results compared to the objectives of the Innovative Programs, after consultation with the Union.

Section D – A flexible worker whose pay level is affected by the requirement to obtain and maintain a Commercial Driver's license shall be treated in accordance with the provisions of Appendix E if the individual is unable to do so.

Article 34 – Savings Clause

In the event any article, section or portion of this Agreement is held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply only to the particular article, section or portion thereof specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

Article 35 – Duration of Agreement

This Agreement represents the entire agreement between the Union and Employer. This Agreement shall extend through June 30, 2022. If neither party makes a request to terminate or modify the two (2) year Agreement before August 1, 2021, all provisions of the Agreement shall automatically be extended for an additional year.

The Union recognizes that the Employer is required by law to prepare, prior to January 15th of each year, a capital and operating budget for the succeeding fiscal year; that the Employer is required by law to hold a public hearing on the proposed budgets prior to February 15th of each year; and that the Employer is required by law to submit the budgets to the County Executives of Prince George's and Montgomery Counties on or before March 1st of each year.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO LOCAL 2898

WASHINGTON SUBURBAN
SANITARY COMMISSION

(Signature)

(Signature)

(Printed Name)

Carla A. Reid
(Printed Name)

(Title)

General Manager and
Chief Executive Officer
(Title)

(Signature)

(Printed Name)

(Title)

APPENDICES

Appendix A	Grievance Flow Chart
Appendix B-1	Hourly Wage Schedule
Appendix B-2	Flexible Worker Hourly Wage Schedule
Appendix C	Classification Schedule
Appendix D	Higher Classification Assignment Pay Schedule
Appendix E	Commercial Driver's License
Appendix F	Side Letter – Enhanced Flexible Worker Program

Appendix A**GRIEVANCE FLOW CHART**

<u>RELEASE ONLY</u> MARYLAND STATE OFFICE OF ADMINISTRATIVE HEARINGS	<ul style="list-style-type: none"> • File within 10 working days of Step 3 response • Limited to appeal of release only
<u>PERFORMANCE GOALS</u> GENERAL MANAGER (WSSC-WIDE GOALS only) OR TEAM CHIEF/ DIRECTOR	<ul style="list-style-type: none"> • File within 15 working days of being provided performance goals under the Performance Management Program • Final decision from Department Head/Director or General Manager within 10 working days after grievance hearing
STEP – 4 OFFICE OF THE GENERAL MANAGER	<ul style="list-style-type: none"> • File within 7 working days of Step 3 response • Meet within 20 working days and proceed to arbitration if not resolved
STEP – 3 DEPARTMENT HEAD/ DIRECTOR	<ul style="list-style-type: none"> • File within 5 working days of Step 2 response • Meet within 7 working days • Written response in 10 working days • Final decision in evaluation with summary rating below 3.0, written warning, suspension or release
STEP – 2 DIVISION MANAGER	<ul style="list-style-type: none"> • File within 5 working days of Step 1 response • Division Manager will meet within 5 working days • Written response to employee in 7 working days • Final decision on oral or “non-suspension” warning
STEP – 1 SUPERVISOR AND/OR SECTION MANAGER	<ul style="list-style-type: none"> • File within 10 working days of incident • Oral discussion • Response due in 3 working days

Appendix B-1**Washington Suburban Sanitary Commission
Union Salary Schedule
July 1, 2021**

Grade	Minimum	Midpoint	Maximum
UH.04	13.12	17.88	22.63
UH.05	13.75	18.72	23.67
UH.06	14.40	19.60	24.76
UH.07	15.09	20.48	26.10
UH.08	15.95	21.65	27.29
UH.09	16.88	22.83	28.80
UH.10	17.84	24.13	30.48
UH.11	18.88	25.50	32.12
UH.12	19.95	26.96	33.95
UH.13	21.12	28.50	35.90
UH.14	22.36	30.11	37.89
UH.15	23.62	31.83	40.10
UH.16	25.23	33.96	42.72
UH.17	26.97	36.28	45.58
UH.18	28.79	38.69	48.62

Appendix B-2

**Washington Suburban Sanitary Commission
Flexible Worker Salary Schedule – Skills Based Pay
July 1, 2021**

Level		Step 1	Step 2	Step 3	
Collection Technician I		17.69	20.6	23.49	
Collection Technician II		25.96	28.46	30.94	
Collection Technician III		33.42	35.91	38.45	
Facility Technician I		24.59	27.64	30.63	
Facility Technician II		33.59	36.63	41.15	
Facility Technician III		45.66	48.62		
Pipe Technician I		16.09	18.54	21.04	
Pipe Technician II		25.96	28.46	30.94	
Pipe Technician III		33.43	35.91	38.45	
Utility Technician I		17.86	20.6	23.37	
Utility Technician II		28.84	31.64	34.35	
Utility Technician III		37.12	39.87	42.72	

Appendix C**Washington Suburban Sanitary Commission Hourly Wage
Classification Schedule July 1, 2021**

Title	Grade
Carpenter	UH.14
Carpenter Apprentice	UH.09
Collection Technician	UH.07/UH.16
Electrical Mechanic	UH.11/UH.12
Electrical/Mechanical Specialist I	UH.14
Electrical/Mechanical Specialist II	UH.16
Electrical/Mechanical Technician	UH.14
Equipment Operator	UH.09/UH.10
Facility Technician	UH.13/UH.18
Field Meter Mechanic	UH.12
Field Service Representative	UH.11
Fleet Parts Specialist I	UH.11
Fleet Parts Specialist II	UH.13
Fleet Technician	UH.14
Fleet Technician Apprentice	UH.09
Instrumentation & Electronics Technician	UH.14
Machinist	UH.14
Maintenance Mechanic I	UH.09
Maintenance Mechanic II	UH.11
Maintenance Worker I	UH.06
Maintenance Worker II	UH.08
Materials Handler I	UH.08
Materials Handler II	UH.10
Pipe Technician	UH.07/UH.16
Security Instrumentation Technician	UH.14
Shop Meter Mechanic	UH.10
Sr Electrical & Mech Technician	UH.15
Sr Instrumentation & Electronics Technician	UH.15
Sr Shop Meter Mechanic	UH.12
Utility Technician I	UH.07/UH.16
Welder / Fabricator	UH.14
Welder / Fabricator Apprentice	UH.09

Agreement between WSSC & AFSCME Local 2898 July 1, 2020 – June 30, 2022

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APPENDIX D

HIGHER CLASSIFICATION ASSIGNMENT PAY SCHEDULE

	ACTING GRADE														
	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
CURRENT GRADE															
3	0.35	0.70	1.05	1.40	1.75	2.10	2.45	2.80	3.15	3.50	3.85	4.20	4.55	4.90	5.25
4		0.35	0.70	1.05	1.40	1.75	2.10	2.45	2.80	3.15	3.50	3.85	4.20	4.55	4.90
5			0.35	0.70	1.05	1.40	1.75	2.10	2.45	2.80	3.15	3.50	3.85	4.20	4.55
6				0.35	0.70	1.05	1.40	1.75	2.10	2.45	2.80	3.15	3.50	3.85	4.20
7					0.35	0.70	1.05	1.40	1.75	2.10	2.45	2.80	3.15	3.50	3.85
8						0.35	0.70	1.05	1.40	1.75	2.10	2.45	2.80	3.15	3.50
9							0.35	0.70	1.05	1.40	1.75	2.10	2.45	2.80	3.15
10								0.35	0.70	1.05	1.40	1.75	2.10	2.45	2.80
11									0.35	0.70	1.05	1.40	1.75	2.10	2.45
12										0.35	0.70	1.05	1.40	1.75	2.10
13											0.35	0.70	1.05	1.40	1.75
14												0.35	0.70	1.05	1.40
15													0.35	0.70	1.05
16														0.35	0.70
17															0.35

APPENDIX E

Commercial Driver's License

“CDL licensure” means possession of a valid “B” Class Commercial Driver's License with Tanker and Air Brakes endorsement.

For employees whose pay levels are affected by the requirement to obtain and maintain a Commercial Driver's License, the following conditions apply:

1. An individual who was placed into the Utility Technician or Pipe Technician flexible worker program by management upon its implementation and who was unable to obtain CDL licensure for medical reasons over which the individual had no control at the time of placement into the program shall be allowed to remain in the flexible worker program, retaining his/her rate of pay, provided the employee meets certain conditions. It shall be the responsibility of the employee to notify the Commission by submitting full and complete medical verification. The employee shall continue to take all actions necessary to reacquire a CDL.
2. An individual who was newly hired into or who transferred into the Utility Technician or Pipe Technician flexible worker program on or prior to January 1, 2002 with a CDL, who has fifteen (15) or more years of service with the Commission on or before June 30, 2002, and who is unable to retain CDL licensure for medical reasons over which the individual had no control shall be allowed to remain in the flexible worker program and shall not be prevented from attaining Level 2, Step 1 solely because of the inability to maintain a CDL. Any other individual who was newly hired into or who transferred into the Utility Technician or Pipe Technician flexible worker program on or prior to January 1, 2002 with a CDL and who is unable to retain CDL licensure for medical reasons over which the individual had no control shall be allowed to remain in the flexible worker program, shall revert to Level 1, Step 2 and shall receive the rate of pay for Level 1, step 2 effective as of the loss of licensure. In either case the employee must meet certain conditions. It shall be the responsibility of the employee to notify the Commission by submitting full and complete medical verification. The employee shall continue to take all actions necessary to reacquire a CDL.
3. An individual employed in a position that requires a DOT medical card and/or a CDL licensure and who is unable to retain and/or maintain his or her DOT card due to a failed DOT medical examination shall have a total of eighteen (18)

months to reacquire the DOT medical card. If the employee is unable to require the DOT medical card within eighteen (18) months, the employee may be recommended for release. The employee shall retain his or her rate of pay for six (6) months following the end of the waiver period or the denial of a waiver. If an employee is unable to reacquire his or her DOT medical card, the employee will be placed into a position at the same or lower grade, for which the employee is qualified and for which a vacancy exists, and where a DOT medical card is not required. If no position is available for which the employee is qualified, the employee shall be recommended for release. If an employee is able to be placed, the employee will then have twelve (12) months to reacquire the DOT medical card or be recommended for release.

4. An individual employed in a position that requires a CDL and who is unable to retain and/or maintain his or her CDL licensure due to a drug and/or alcohol offense shall be placed into the lowest grade, where a CDL is not required. If no position is available for which the employee is qualified, the employee shall be recommended for release. It shall be the responsibility of the employee to notify their immediate supervisor within twenty-four (24) hours of the loss of licensure by submitting documentation when the license suspension was issued. It shall be the responsibility of the employee to take all actions necessary to reacquire his/her CDL. If the employee was placed into a position not requiring a CDL and then is unable to reacquire CDL licensure within eighteen (18) months of the effective date of the loss of licensure, he or she may be recommended for release.

The number of individuals who do not possess a CDL under paragraphs 1 and 2 of this section may not exceed ten percent (10%) of the authorized positions in the respective flexible worker program. If retention of an individual under paragraphs 1 or 2 would cause the number to exceed ten percent (10%), the retained individual with the lowest Commission seniority is subject to release.

APPENDIX F**Side Letter – Enhanced Flexible Worker Program**

Mr. Marcus Wilson
President
AFSCME Local 2898

Re: Enhanced Flexible Worker Program

Dear Mr. Wilson,

This letter memorializes the agreement between AFSCME Local 2898 (the “Union”) and Washington Suburban Sanitary Commission (“WSSC”) regarding the Enhanced Flexible Worker Program covering employees in the Utility Technician, Pipe Technician, and Collection Technician job classifications.

Following ratification and approval by the Montgomery and Prince George’s County Councils of the FY 2021-2022 Collective Bargaining Agreement: (i) the Union will withdraw the pending grievance and all other grievances relating to the termination of the Flexible Worker Program in or around May 2019; and (ii) the Commission will institute the November 1, 2019, Enhanced Flexible Worker Program Skills Handbook subject to and as modified by this Letter Agreement, which shall hereinafter be referred to as the “Enhanced Flexible Worker Program.”

The following terms shall govern the Enhanced Flexible Worker Program:

1. Testing under the Enhanced Flexible Worker Program will commence as soon as reasonably practicable and the first move-up will be effective July 1, 2022.
2. Under the Enhanced Flexible Worker Program, there will be only one move-up per year for qualifying employees, and those employees may move up no more than one step at a time subject to the time-in-step requirements set forth in paragraphs 3 and 4 below. Skills may be acquired, demonstrated, and documented at any time, but a move-up can only occur once annually, at the beginning of each fiscal year
3. Employees in Utility Technician and Collection Technician job classifications at Level-Step 1-1, 1-2, or 1-3 must remain at such Level-Step for at least one year before they can move up to the next step. This requirement applies to employees currently in a Level 1 step, and to employees who enter into a Level 1 step in the future via move-up, transfer, or upon hire.
4. Employees in Utility Technician and Collection Technician job classifications at Level-Step 2-1, 2-2, 2-3, 3-1, and 3-2 must remain at such Level-Step for at least two years before they can move up to the next step. This requirement applies to

employees currently in a Level 2 or Level 3 step, and to employees who enter into a Level 2 or Level 3 step in the future via move-up, transfer, or upon hire.

5. Any provision of the November 1, 2019 Enhanced Flexible Worker Program Skills Handbook, including in its preface and any other part thereof, and any provision of the FY 2018-2020 Collective Bargaining Agreement, that is not consistent with this Agreement shall be modified to be consistent with this Agreement.
6. There shall be no modifications of the Enhanced Flexible Worker Program under Article 33, Section C until June 30, 2025. The preceding sentence shall not excuse the parties from appointing a Standing Committee and holding periodic meetings as provided in Article 33, Section prior to June 30, 2025.

If the foregoing comports with your understanding, please sign below.

Sincerely,

Carla A. Reid
General Manager/CEO

Accepted and agreed by:

Marcus Wilson, President

Date

Market Study

The Commission will complete a market compensation study of all bargaining unit positions in accordance with the following terms:

1. As part of the Market Study, the sources of information regarding work performed by bargaining unit positions will be (1) official job descriptions, (2) other information provided by managers and supervisors, and (3) information provided by bargaining unit employees regarding the scope of work performed by them, the risks and hazards of their positions, and any other pertinent information they choose to provide.
2. The market study will commence on or about April 1, 2021, and will be completed on or before September 30, 2021.
3. The study will be conducted by a third party chosen solely by the Commission (the "Consultant"). The Consultant selected shall have demonstrated experience performing similar type studies, and the Commission shall provide a copy of its Agreement with the Consultant.
4. At the commencement of the study, on or about April 1, 2021, there will be an initial meeting of the Commission's representatives, and the Union's representatives, and the Consultant chosen to conduct the study. Following the initial meeting, the Commission will schedule and conduct monthly meetings with the Union's representatives relating to the study. During the monthly meetings with Union representatives, the Consultant will present preliminary findings – as they are developed – and receive input from the Union's representatives.
5. The Consultant and the Commission's representatives will consult with the Union's representatives regarding the project plan for the study. The Consultant and the Commission's representatives will also consult with the Union's representatives over the parameters and content of the study, including such matters as the comparison group of comparable employers and elements of total compensation to be benchmarked (including but not limited to wages, differentials, longevities, hours, paid leaves, health and retirement benefits and contributions). For the purpose of assessing the relative compensation of bargaining unit classifications, the study shall include a comparison of similar employees of public employers in the State of Maryland and the Washington D.C. metropolitan area. The Commission will retain sole final discretion over the matters not specified in this paragraph and any other matters relating to the study not set forth in this Agreement. The Consultant and the Commission's representatives will provide updates on the progress of the study at the monthly meetings with the Union's representatives.

6. When the study is completed, a copy will be provided to the Union's representatives. The results of the study will not be binding on either party in any way. The parties will each have the right to use, or not use, the study in future rounds of collective bargaining as they see fit. The completion of the study will not be a basis for reopening the collective bargaining agreement nor will it create a duty to bargain on the part of the Commission prior to the negotiation of a successor contract in accordance with Section 18-207(c)(1)(i).
7. The study shall set forth its methodology, describe the scope of the information considered, and state its findings. On or before August 15, 2021, the Consultant shall provide the Union with a preliminary review draft of the completed study, along with the information, documents, and data that were considered by the Consultant in completing the draft study. Within thirty (30) days of receipt of the preliminary review draft of the study, the Union shall provide the Consultant with its response (which may include comments, questions, suggestions, and/or other feedback). After receiving the Union's response, the Consultant shall finalize the study no later than September 30, 2021. The Union will have the opportunity to include its own formal commentary to the final study's methodology and findings as an addendum to the final study.
8. No aspect of the market study may be the subject of a grievance, or of any other legal challenge (judicial, administrative, or other), except for a grievance claiming a failure to adhere to the terms set forth above.

For AFSCME Local 2898:

For WSSC:

Marcus Wilson
President

Carla A. Reid
General Manager/CEO