

AGREEMENT
BETWEEN
TOWN OF STOUGHTON
AND THE
STOUGHTON
PROFESSIONAL/ADMINISTRATIVE
EMPLOYEES ASSOCIATION

EFFECTIVE JULY 1, 2020 - JUNE 30, 2023

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PREAMBLE

This Agreement is effective the first day of July, 2019 by and between the Town of Stoughton and the Town of Stoughton Professional/Administrative Employees Association.

Whereas the Massachusetts Legislature enacted C.150E of the General Laws, establishing the right of employees to bargain collectively with the Town concerning wages, hours and conditions of employment and

Whereas the parties intend by this Agreement to maintain a stable and harmonious relationship in this regard, therefore it is agreed as follows:

ARTICLE I

RECOGNITION AND ASSOCIATION SECURITY

Section 1.

The Town of Stoughton (hereinafter "the Town" or "the Employer") recognizes the Stoughton Professional Administrative Employees Association (hereafter "the Association") as the sole and exclusive bargaining agent for the following bargaining unit:

COA/YC Program Coordinator
COA/YC Program Administrator
COA/YC Youth Counselor
Town Accountant
Social Worker
Registered Nurse
Program Administrator I; Library
Building/Zoning Commissioner
Assistant Building/Zoning Commissioner
Assistant Town Engineer
Project Engineer
Associate Engineer
GIS Coordinator
Environmental Affairs Officer
Town Sanitarian
Assistant Town Sanitarian
Program Administrator II; Licensing and Registration/Town Clerk
Executive Assistant to the Town Manager
Program Administrator I, Board Of Health
Asst. Director of Public Health/VNA
Program Administrator I; DPW
Program Administrator II; Dispatch

Program Administrator I; Police

The parties agree that immediately following the termination of employment of each of the incumbents in the below-listed position, whether by voluntary quit or retirement each such position shall, at that time, be permanently removed from the bargaining unit herein.

Town Accountant

The parties agree that when the current incumbent is willing or when the current incumbent vacates the position, whichever occurs sooner, the below-listed positions shall be permanently removed from the bargaining unit herein.

Town Clerk
COA/YC Director
Library Director
Veterans Services Director
Recreation Director
Director of Assessing

Section 3.

The Town agrees to deduct Association dues from the pay of each employee signing an authorization therefore, and further agrees to remit the aggregate thereof to the Association Treasurer.

Section 4.

All members of the bargaining unit are hereby notified that they are subject to the provisions of M.G.L. c. 150E, Section 5, as amended by Chapter 73 of the Acts of 2019.

Section 5.

The Association shall indemnify and save the Town harmless against any claim, demand, suit or any other form of liability including back pay and interest that may arise out of, or by reason of, action taken or not taken by the Town for the purpose of complying with this Article or in compliance with any dues deduction authorization furnished to the Town.

Section 6.

The Town will incur no liability for loss of dues after depositing the same addressed as directed to the Association in the United States mail or remitting the same by hand to the Association Treasurer.

Section 7

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this agreement is not a part of this Agreement unless it is covered by the Personnel By-laws that the parties agreed to effective July 1, 2013 or by statute or rules and regulation. If the Personnel By-laws provides for a better benefit than the collective bargaining agreement, the By-laws would apply.

ARTICLE II

UNION BUSINESS/NON-DISCRIMINATION/NEGOTIATION PROCEDURES

Section 1.

Employees covered by this Agreement may be allowed to attend Union meetings concerning grievance and/or discipline during working hours with no loss of pay subject to the Town Manager's prior approval. Such approval shall not be unreasonably denied.

Section 2.

There shall be no discrimination, restraint or coercion by the Town or the Union against any employee covered by this Agreement because of membership or non-membership in the Union or participation or non-participation in its activities.

Section 3.

The Stoughton Professional/Administrative Employees Association and the employees covered by this Agreement, pledge to assist the Town of Stoughton in insuring that there shall be no discrimination in all phases of employment with respect to race, color, national origin, religion, age, ancestry, sex or handicap, unless based upon a bona fide occupational qualification.

Section 4.

The Town and the Association agree that neither party to this Agreement will discriminate against any member of the bargaining unit with regard to hiring, promotion, working conditions, or any professional advantage because of race, color, creed, sex, religious beliefs, handicaps, or Association membership or non-membership in violation of State or Federal laws and/or applicable agency regulations concerning discrimination. Because such laws and regulations provide completely alternative procedures for an individual to seek relief from alleged discrimination, the Association agrees it will not arbitrate any case pursuant to this Article unless the employee agrees not to pursue the same claim arising out of the same facts in any other forum.

Section 5.

The Town agrees to enter into negotiations with the Association over a successor agreement in accordance with the provisions of Chapter 150E of the General Laws. Such negotiations will include any matters covered by the Agreement and any other matters which the parties mutually agree are negotiable or which by law are held to be negotiable. Any agreement so negotiated will be reduced to writing and signed by the proper representatives of the Town and the Association.

ARTICLE III

MANAGEMENT RIGHTS

Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement. Any Management Rights listed below are subject to bargaining obligations under Chapter 150e. This includes, but is not limited to the right to:

- add or eliminate departments;
- assign overtime;
- increase or decrease the number of jobs;
- change process;
- assign work and work to be performed;
- schedule shifts and hours to work and lunch or break periods;
- hire;
- suspend; demote; discipline, or discharge for just cause

- transfer or promote;
- layoff because of lack of work or other legitimate reasons;
- establish rules, regulations, job descriptions, policies and procedures;
- conduct orderly operations;
- establish new jobs;
- abolish and change existing jobs;
- determine where, when, how and by whom work will be done;
- except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through the Town Manager, Board of Selectmen, Department Head or other appropriate officials as may be authorized to act on the Town's behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the employees covered by this Agreement.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, temporarily reassign, to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;

- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department, if any; and to add to or modify such regulations as it deems appropriate; provided, however, that the Town provides the Union with a copy of any new rules and, if the Union requests, bargaining over any changes in working conditions;
- to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to negotiate proposed changes with the Union.

ARTICLE IV

VACATIONS AND HOLIDAYS

Section 1. Vacations

For the first year of this Agreement, vacations shall be granted based on an employee's anniversary date of employment with the Town. Effective July 1, 2018, vacation leave will be credited on a fiscal year basis instead of calendar year or anniversary year. Employees' vacation leave during the period of July 1, 2017 to June 30, 2018 shall be prorated using July 1,

2018 as the end date for prorating purposes. On July 1, 2018, all employees shall be transitioned to the fiscal year crediting system and shall receive full vacation leave credit.

Department heads will request advance approval of the Town Manager to use vacation leave and will arrange for coverage as approved by the Town Manager. Vacation for other employees shall be agreed upon between the Department Head and the employee taking into consideration the party or parties who will be filling in on vacations. The Town Manager may credit time in service up to five years for time served in another town or municipality in the Commonwealth or in any of the Commonwealth's subdivisions.

Section 2. Eligibility for Vacations

- a) Every permanent full-time employee shall be granted an annual vacation in accordance with the provisions of Section 3 of this article.
- b) Every part-time employee of the Town shall receive an annual vacation, in accordance with the provisions of Section 3 of this article, pro-rated to his/her regular work schedule, or if his/her schedule is irregular, a vacation leave benefit pro-rated to an average of his/her schedule over a period of thirty (30) weeks during a given year. Vacation proration shall be on the basis of a thirty-five (35) hour work week. For the purposes of this section, part time employees shall be defined as those employees who work at least twenty (20) hours per week.

Section 3.

All permanent full-time employees shall be granted vacation leave without loss of pay on an annual, fiscal year basis in accordance with the following schedule:

| Length of Employment Attained | Vacation Entitlement on July 1 |
|-------------------------------|--------------------------------|
| 1 year | 70 hours |
| 2 years | 84 hours |
| 3 years | 91 hours |
| 4 years | 98 hours |
| 5 years | 105 hours |
| 6 years | 112 hours |
| 7 years | 119 hours |
| 8 years | 126 hours |
| 9 years | 133 hours |

| | |
|-------------------|-----------|
| 10 years. | 140 hours |
| 25 years and over | 175 hours |

Employees with less than one (1) year service shall receive seven (7) hours vacation for each month of employment not to exceed seventy (70) hours vacation for the first twelve (12) months.

Vacations will be scheduled for the convenience of the Town. Each department head will be responsible for maintaining a seniority listing which shall be used as a basis for the granting of vacations to their employees during the most desirable periods. Vacations for less than five (5) days (70 hours) will be allowed only when it is necessary. All vacation time will be taken each year and will not accumulate into the next vacation year except if through no fault of the employee he cannot take all his vacation during the year, in which case vacation days due may be carried over to the next vacation year with the permission of the Town Manager or his designee.

Section 4. Vacation Leave Upon Termination

Upon termination of employment, the employee shall receive payment equal to the amount of accrued vacation which is unused. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 4a. Floating Sick Days

Notwithstanding any provisions of Article IV to the contrary, effective January 1st of each calendar year, an employee may designate two (2) days of such accumulated, but unused, sick leave as so-called floating sick leave days. Floating sick leave days may be utilized for any purpose and use thereof shall not interrupt an employee's perfect attendance for purposes of calculation of entitlement to earned time.

Section 5.

The following holidays shall be paid holidays for all bargaining unit employees:

| | |
|------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veterans Day |
| Patriots Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Should employees be required to work on any paid holiday, a compensatory day of leave shall be granted with the prior approval of the Town Manager or his designee.

All members of this unit may use vacation or personal leave after 1:00 p.m. on December 24th.

When a holiday falls on a Thursday the subsequent Friday work schedule shall be the employee's normal Friday work schedule.

If a holiday falls on a day a part-time worker is scheduled to work, he shall receive the pay he would ordinarily earn.

Any employee who is on sick leave on the day before or after a holiday, or on the holiday itself, may be required, if the Town Manager or his designee so requests, to submit a doctor's certificate before being paid for said holiday.

The Town Hall will be closed on any day that may be declared a holiday by the Governor of the Commonwealth, the General Court and/or the President or the Congress of the United States without loss of pay to employees. The Town Hall will be closed on any day that may be declared a State of Emergency by the Governor of the Commonwealth without loss of pay to employees.

ARTICLE V

SICK LEAVE AND MISCELLANEOUS LEAVE

Section 1. Sick Leave

Sick leave shall be earned at the rate of 9.33 hours per month up to a maximum accumulation of 1,400 hours. Employees who are over the maximum (1,400 hours) as of March 6, 2017 shall not be subject to the 1,400 hour cap. If the amount of sick leave credit provided hereunder and vacation leave is about to be exhausted, an employee may make application in writing for additional allowance to that provided. Such additional allowance may be authorized by the Town Manager after reviewing all the circumstances, including the employee's prior attendance and performance record and other facts relevant to his request for additional allowance. Sick leave shall begin to accrue as of the day the employee enters the service of the Town. The Town Manager's decision regarding any request for additional

allowance shall not be subject to the parties' grievance and arbitration procedure.

Absences on account of sickness in excess of those authorized for personal reasons not provided for under regulations of the Town may, at the discretion of the appointive authority, be charged to vacation leave.

Any sick leave of a duration of more than three (3) consecutive days, or when the total number of sick days used exceeds seven (7) for the fiscal year, if the Town Manager so requests, shall be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave. Said certificate shall include a release to return to work noting the employee's job title and/or duties. The Town Manager may in his discretion require a medical examination prior to the payment of sick leave to any employee who reports his/her inability to report for work because of illness; this required examination shall be at the expense of the Town by a physician designated by the Town Manager.

Each employee is to notify his department head by 9 a.m. if he is unable to work that day. A Department Head is to notify the Town Manager's office and his/her own office by 9 a.m. if he/she is unable to work that day.

Employees will be allowed to use accrued sick time (hours) that it is necessary for attending medical and dental appointments.

Section 2. Earned Time

Full-time employees with perfect attendance at work in any calendar month shall have 3.5 hours (1/2 day) added to their vacation time up to a maximum of forty-two hours (6 days) per year. The taking of the personal day allowed under this agreement or any voluntary transfer of sick leave permitted under this Article shall not interrupt the employee's perfect attendance record.

Section 2a. Medical Appointments

A member shall be allowed to use 35 hours of sick time per year for medical and dental appointments. In such cases, the time shall not be considered sick leave for the purpose of calculating earned time. Employees must provide verification of such appointment at least two weeks prior to the date of such appointment. Employees will only be allowed to use the sick

time hours necessary for attending said medical and dental appointments. If such an employee uses more than 35 hours of sick time in any fiscal year to attend medical or dental appointments, such time will be considered sick leave for the purposes of calculating earned time.

Section 3. Sick Leave Transfers

Upon the written application for a specific amount of additional sick leave by a permanent full-time employee who has at least one year of service with the Town and who has exhausted all available sick leave, the Town Manager shall determine the eligibility of such an employee to receive additional sick leave following a review of adequate medical evidence of serious illness.

Upon the Union's written request the Town agrees to meet with the Union at reasonable times and at reasonable intervals, for the purpose of bargaining over the creation of a sick leave bank for bargaining unit employees.

Following the Town Manager's favorable determination of eligibility, each permanent full-time member of the bargaining unit who has been employed by the Town for at least one (1) year and who has accumulated at least 140 hours (20 days) of sick leave at the time of the determination of eligibility may voluntarily transfer up to five (5) days of his/her accumulated sick leave to such an employee.

No sick leave transfers beyond a cumulative total of 210 hours (30 days) to a single employee may be permitted without the prior approval of the Town Manager and shall be within such limits as the Town Manager may prescribe.

Notwithstanding any other provision of this Agreement to the contrary, no decision of the Town Manager as to eligibility or as to the grant or denial of benefits under this section shall be subject to arbitration.

Section 4. Sick Leave Buy-Back

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with two hundred (200) or more unused sick days (1,400 hours) shall receive fifty percent (50%) of the number of accrued but unused sick days the employee has in excess of fifty (50) days (350 hours) up to a maximum of four

hundred (400) days (2,800 hours) at the rate of seventy-five dollars (\$75.00) per day as severance pay upon retirement, death or voluntary (without just cause) termination.

Ex. Employee with 500 sick days= (400 days (maximum) - 50 days) x. 50%@\$75.00

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with less than two hundred (200) unused sick days (1,400 hours) shall receive fifty percent (50%) of their accrued but unused sick leave in excess of one hundred (100) days (700 hours) at the rate of seventy-five (\$75.00) dollars per day as severance pay upon retirement, death or voluntary (without just cause) termination.

Ex. Employee with 199 sick days= (199 days - 100 days) x. 50% @ \$75.00

In the event of the employee's death, payment of the accumulated sick leave shall be made to a beneficiary designated by the employee in writing or, in the absence thereof, to his or her estate.

In the event that an employee dies while employed by the Town due to a workplace accident, payment for all of the employee's unused sick leave regardless of the amount shall be paid to the employee's designated beneficiary or, in the absence thereof, to the employee's estate at a rate of \$75.00 per day without any reduction.

Notwithstanding any provision of the Town's Personnel Bylaw or this Agreement, the foregoing shall be the only sick leave buyback benefits employees are entitled to receive.

Section 4A. Floating Sick Days

Notwithstanding any provisions of Article IV to the contrary, effective January 1st of each calendar year, an employee may designate two(2) days of such accumulated but unused, sick leave as so called floating sick leave days. Floating sick leave days may be utilized for any purpose and use thereof shall not interrupt an employee's perfect attendance for purposes of calculation of entitlement to earned time.

Section 5. Bereavement Leave

In the event of a death occurring in the immediate family of a permanent employee or of his/her spouse, he shall be granted a maximum of five (5) calendar days off without loss of pay. For the purposes of this agreement, immediate family is defined as wife, husband, child, brother, sister, parent and parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, except that a relative residing in the same household may for the purposes of this section be considered as part of the immediate family.

In the event of the death of a grandparent, grandchild, aunt or uncle, he shall be granted one (1) calendar day off without loss of pay.

Section 6. Maternity Leave

In accordance with Chapter 149 of the General Laws, an employee who has been employed by the employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least two weeks notice to the employer of her anticipated date of departure and intention to return, shall be restored to her previous or similar position, with the same status, pay, length of service credit and seniority, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer. Additional unpaid leave may be granted, upon approval of the Town Manager, if, in the opinion of the Town Manager, such leave would not affect the nature and level of departmental services.

Section 7. Personal Leave

All employees shall be entitled to eighteen (18) hours of personal leave a year without loss of pay subject to the prior approval of the Town Manager and provided the Town Manager is given at least 48 hours' notice, except in the case of emergencies. Unused personal leave shall not be carried over from year to year and will be forfeited.

Effective 7/1/18, personal leave will be credited on fiscal year basis instead of calendar year or anniversary year. Employees' personal leave during the period of July 1, 2017 to June 30, 2018 shall be prorated using July 1, 2018 as the end date for prorating purposes. On July 1, 2018, all employees shall be transitioned to the fiscal year crediting system and shall receive full personal leave credit.

Section 8. Leave Without Pay

Town officers and employees may with the approval of the Town Manager and subject to any applicable laws be granted other leaves of absence. All such leaves of absence shall be without compensation. The granting of such leave shall protect the employee's existing continuous service for the leave period. The granting or refusal to grant such additional leaves shall not be the subject of arbitration hereunder.

Section 9. Request for Leave

Requests for any type of leave shall be made in writing and shall, whenever possible, be made far enough in advance to permit approval by the Town Manager or his designee.

Section 10. Military Leave

Military leave of absence without pay shall be granted to any Town Officer or employee called to active duty with the State or Federal forces for temporary or extended tour of duty. Town officers and permanent employees ordered to active duty in the Armed Forces in time of war or similar national emergency shall be allowed two weeks pay and granted all accumulated vacation and holiday leave with pay. All re-employment rights shall be in accordance with applicable provisions of State and Federal law. Members of State or Federal Reserve Forces on all short tours of duty or annual training periods will be granted annual leave without loss of vacation leave and be compensated therefore up to the difference in pay which would have been received if not on military leave. The total leave time will not exceed four weeks.

Section 11. Court Leave

Court leave of absence shall be granted to any Town Officer or employee as follows:

(a) If an employee is called upon to serve on a jury, the employee shall be paid the difference between any fees received while serving on the jury and his regular rate of pay.

(b) If an employee is summoned to appear in court as a witness for the Town or for an incident occurring during working hours, he shall receive full compensation for any time lost and shall return to the Town such fees as he may collect.

(c) Employees may be granted leave for the purpose of appearing in court as a civil defendant, not as a criminal defendant or litigant in their behalf or in cases not involving the Town at full pay with prior approval of the Town Manager.

Section 12. Injury Leave

Any employee who is unable to work as a result of any injury arising out of and in the course of his employment shall receive compensation in accordance with Chapter 152 of the General Laws (Workmen's Compensation Act).

Employees on injury compensation may not do part-time or full-time work for another employer during that period.

Section 13. Flex Time

Employees may use flex time with the approval of their immediate Supervisor and/or Town Manager or his designee.

ARTICLE VI

LONGEVITY/MISCELLANEOUS BENEFITS

Section 1. Longevity

Effective June 30, 2013, longevity shall be paid in accordance with this schedule:

| Years of Service | Amount |
|------------------|------------|
| After 5 years | \$ 650.00 |
| After 10 years | \$1,000.00 |
| After 15 years | \$1,300.00 |

| | |
|----------------|------------|
| After 20 years | \$1,600.00 |
| After 25 years | \$2,150.00 |

Longevity shall be payable on or about the first payroll week in December.

The incumbent Recreation Director shall continue to be paid a pro rata share of longevity pay as is the current practice.

Section 2. Computation and Longevity

Computation of longevity shall be based on full-time permanent consecutive employment for the Town of Stoughton as of December 31 of the year payable. In the event an employee eligible for longevity under Section 1 is terminated, longevity pay owing shall be paid on a pro-rata basis based upon months of employment in the current calendar year and shall be paid at the termination of employment; provided, however, that if an employee has been employed for 11 months in the terminating year, he shall be paid a full year's longevity.

Section 3. Professional Development

Subject always to the prior approval of the Town Manager as well as the availability of funding, employees may request reimbursement for legitimate expenses they expect to incur as a result of attendance at courses, conferences, trade shows, seminars or other events which would further their professional development in job related skills. Refusal of any such request shall not be subject to the grievance and arbitration procedures contained herein.

Section 4. Miscellaneous

Benefits, if any, which employees currently receive with respect to uniforms, educational advancement, licenses or license fees, special clothing, equipment or eyeglasses will be continued for the duration of this agreement.

Section 5. Tuition Reimbursement

The Town will reimburse an employee 100% of the costs for tuition up to a maximum of \$2,000 in a given fiscal year for certificate, collegiate or graduate courses. To be eligible for this reimbursement, all courses must be pre-approved by the Town Manager. An employee must receive a grade equivalent to a 3.0

or better. Employees are only eligible for reimbursement in the fiscal year that the course is completed.

Section 6. Superlongevity

Effective July 1, 2013, there will be a superlongevity plan available to bargaining unit members who have ten years of service as of July 1, 2013, who satisfy the conditions of eligibility, and who elect to participate. Employees must have twenty-five (25) years of service to be eligible for participation. Only one (1) employee may elect to participate in any one year. Available slots will not carry over to the next year. An employee who wishes to participate in superlongevity must elect in writing by October 1 in order to begin participation in the program the following July 1.

If more than one employee seeks to participate in one year, then seniority will determine the employee who will be eligible. An employee who has successfully elected to participate in superlongevity will receive a wage premium of five percent (5.0%) added to base pay for three years from the July 1 commencement date. Employees receiving this benefit will be assigned additional duties at the Department Head's or Town Manager's discretion. At the end of the third year, the employee's salary will revert to their appropriate Step of the employee's job grade without the five percent premium.

When all members of the Association, who are eligible to participate in the program as stated above, have received or refused the benefit, this section of the Agreement shall be removed.

ARTICLE VII

FILLING OF VACANCIES

The Town agrees that it will post a notice on the bulletin board at Town Hall of any job vacancy or newly created position in the bargaining unit as soon as practicable after the Town has decided to fill or create the same. Except in the case of emergency or the need for a temporary appointment, such notice shall state a date not less than five (5) days after such posting within which applications for such vacancy or position from eligible employees desiring to apply for such job will be received. Nothing herein shall prevent the Town from filling any position on an acting basis pending the solicitation of qualified applicants. The Town agrees that should a position

need to be filled on an acting basis for greater than sixty (60) days, it will, upon request, meet with the Association to discuss the matter.

ARTICLE VIII

LIFE AND HEALTH INSURANCE

The Town agrees to continue to provide group life and accidental death insurance coverage in accordance with the provisions of General Laws Chapter 32B and with the Town paying 50% of the premium cost.

As soon as practicable following the execution and ratification of this Agreement, the Town agrees to establish pursuant to Section 125 of the Internal Revenue Service Code a so-called "Cafeteria Plan" in order to allow members of the bargaining unit represented by the Association to utilize pre-tax income to pay their contributions toward the premium cost of health and life insurance provided such employees pursuant to Massachusetts General Laws, Chapter 32B.

The Association agrees that upon reasonable notice from the Town, the Association will meet at reasonable times and reasonable intervals, for the purpose of participating in negotiations with the Town, and, at the Town's option, with bargaining representatives of other Town Employees, concerning changes to the Town's group health insurance. Subjects to be negotiated may include, but will not be limited to, changes in plan design, employee contribution rates, co-pays and deductibles, the cost of prescription drugs, and the addition or elimination of providers.

ARTICLE IX

PROBATIONARY PERIOD

New employees shall be considered probationary employees until they have completed a period of six (6) months of continuous service with the Town. Probationary employees shall not be eligible to use paid time off benefits during the probationary period but shall accrue said benefits. The Association recognizes the Town's right to dismiss a probationary employee for any reason and agrees that such dismissals shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE X

HOURS OF EMPLOYMENT

The regular work week will be Monday - Friday with normal working hours and lunch periods as presently practiced. When an incumbent vacates a position the Town Manager shall have the discretion to increase the hours of the position that was vacated up to 40 hours and the employee filling the vacancy will be paid for the additional hours. This provision shall not be used as part of a reorganization to involuntarily change the hours of an existing employee within his/her current Department. With approval of the Town Manager or his designee, these hours may be adjusted to accommodate special circumstances.

Salaried and exempt employees will be required to work the necessary hours to perform their responsibilities, as determined by the Town Manager or his designee. Any non-exempt employee who is called in to work on weekends or after hours for unanticipated/emergency situations shall get a minimum of four hours of straight pay.

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE/DISCIPLINARY ACTION

Section 1. - Definition:

For the purpose of this Agreement, a "grievance" shall be defined as a dispute arising during the term of this Agreement between the Town and the Association and/or any employee or group of employees concerning an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.

Section 2. - Time Limits:

If at the end of ten (10) business days next following the occurrence of any grievance or the date the aggrieved employee should reasonably have had first knowledge of such occurrence, the grievance shall not have been presented at Step 1 of Section 4, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step or level in the procedure shall not have been taken within the time specified therefore in said Section 4.

Section 3. - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances or potential grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained in this Agreement will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Town Manager and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The Town agrees to provide the Association with notice of any such adjustment(s) when made. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement of the parties.

Section 4. - Procedure

(a) Step 1 - A grievance shall be presented in writing by the Association to the Town Manager within ten (10) business days next following its occurrence or the date the aggrieved employee should reasonably have had first knowledge of its occurrence. The Town Manager shall, if requested, meet informally with the aggrieved employee and/or the Association within ten (10) business days of receipt of the grievance and issue a decision in writing within fifteen (15) business days of receipt of the grievance or the close of the informal hearing, if such a hearing is requested, whichever is later.

(b) Step 2 - If the grievance is not resolved at Step 2, the Association but not any individual employee, may submit the grievance to arbitration to the Division of Labor Relations or the American Arbitration Association within 30 business days of receipt of the Town Manager's decision,

(c) Step 3 - The Arbitrator selected as herein provided shall be without authority to add to, subtract from or modify any provision of this Agreement. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) business days after the hearing is declared closed. In reaching

his decision, the Arbitrator shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein (subject to evidence or proof of a contrary intention of the parties at the time the Agreement was negotiated) and the principle that there are no restrictions intended upon the rights, responsibilities or authority of the Town provided by law or custom other than those restrictions specifically and expressly set forth herein. The decision shall be final and binding on both parties unless a court of law shall rule that the arbitrator has usurped the functions of the Town or the proper exercise of its judgment and discretion under law and this Agreement. Costs shall be borne equally by the Town and Association.

Section 5. Notwithstanding any contrary provision of this Agreement, the Arbitrator shall be without power or authority to make a decision which:

- (a) is violative or inconsistent with any term or provision of this Agreement or the statutory and decisional law of the Commonwealth of Massachusetts or of the United States;
- (b) exceeds his jurisdiction and authority under law and/or this Agreement;
- (c) orders any remedy to be effective more than ten (10) business days prior to filing of the written grievance concerned or to a time when the grievant reasonably should have known of it.

Section 6. - If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such a grievance in writing at Step 1 of Section 4; all provisions of this Article shall apply to such a grievance.

Section 7. - In lieu of submitting to arbitration under the auspices of the American Arbitration Association, the Town Manager and the Association may mutually agree in writing to submit any grievances to the Massachusetts Division of Labor Relations for arbitration, grievance mediation, or both.

Section 8. - No employee who has completed his/her probationary period will be disciplined or discharged without just cause.

ARTICLE XII

CONTINUITY OF OPERATIONS

Neither the Association nor any employee or group of employees shall engage in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services.

Employees who participate in any such strike, work stoppage, slowdown or withholding of services may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue of whether or not the employee has, in fact, engaged in any of the activities prohibited above.

ARTICLE XIII

WAGES

The Town and the Association agree that pursuant to said Job Classification Plan the employees who are parties to this Agreement shall be classified as follows:

GRADE 6

- COA/YC Program Administrator I
- Exec. Assistant to the Town Manager
- Program Administrator I, Board of Health
- Assistant Town Sanitarian
- Code Enforcement Manager (Building Commissioner)
- Program Administrator I; DPW
- Program Administrator I; Library
- Program Administrator I; Police (ACO)
- COA Youth Counselor (Program Admin I)

GRADE 7

- Associate Engineer
- Program Administrator II; Licensing and Registration/Town Clerk
- Program Administrator II; Dispatch (Police)

GRADE 8

- COA/YC Program Coordinator II
- Veteran Services Director
- Social Worker
- Program Coordinator I

GRADE 9

Project Engineer
GIS Coordinator
Town Sanitarian
Environmental Affairs Officer

GRADE 10

Assistant Town Engineer
Building/Zoning Commissioner

For the period that the following positions remain in the unit they shall be classified as follows:

GRADE 8

Veterans Services Director

GRADE 10

Town Accountant
Library Director
Director of Assessing

All approved increases shall occur with the first payroll period on or after July 1.

For Fiscal Year 2021, employees who have not reached Step 10 from the former pay grid and therefore received a 1.5% increase on July 1, 2020 shall receive an additional 1%. The increase, upon passage shall be retroactive to July 1, 2020 (i.e. those who were not maxed out on the former grid). All other employees who did not receive any increase on July 1, 2020 (i.e. those who were maxed out on the former grid) upon passage shall receive 2.5% of their salary retroactive to July 1, 2020.

For Fiscal Year 2022, employees shall receive a 1.75% increase.

For Fiscal Year 2023, employees shall receive a 1.75% increase.**

**For Fiscal Year 2023, employees shall receive a minimum of 1.75% increase. However, if non-union town employees receive a pay increase greater than 1.75% (excluding any individual salary adjustments for non-union employees), the SPAEA Union members shall receive an increase equal to the pay increase for non-union employees.

Once, in consultation with the Union, job descriptions have been updated and a performance evaluation tool has been developed,

advancement along the Compensation Schedule shall be made by at least a satisfactory rating on the evaluation tool.

The parties agree to establish a joint committee whose purpose will be to discuss and develop a performance evaluation process and instrument for members of the bargaining unit. Upon the request of the Town, the Association will designate up to two (2) members of the bargaining unit to serve on such committee. The parties agree that the committee shall establish concrete meeting dates and work in good faith to complete its task of developing a performance evaluation process and instrument by June 30, 2023.

ARTICLE XIV

REDUCTION IN FORCE

Section 1.

Except in unusual circumstance, the Association will be notified by the Town at least four (4) weeks in advance of any proposed reduction in force.

Section 2.

If a reduction in force is necessary, all regular part-time employees shall be laid off prior to any regular full-time employees unless the Town Manager determines that a particular part-time job function is essential. Thereafter, if regular full-time employees are to be laid off, they shall be laid off in the inverse order of seniority within the same job title within the Department affected. Any employee subject to layoff shall retain the right to "bump" another employee with less seniority in a lower pay grade classification in the same Department, provided the Town Manager determines that the employee to be laid off possesses the same or greater skills, ability, training and education as the employee to be bumped. If there is no other employee with less seniority in the same Department, any employee subject to layoff will be permitted to bump a less senior employee in another Department, in the same or lower job classification, with the express approval of the Town Manager. In exercising his sole and unreviewable discretion with respect to cross Department bumping, the Town Manager shall consider the affected employee's qualification, and the duties of the position concerned. For purposes of this section, seniority shall be defined as years of service with the Town, excluding School Department employment.

ARTICLE XV

All employees who operate Town machinery, vehicles or tools shall be subject to drug testing.

ARTICLE XVI

DURATION

For good and valuable consideration, each to the other given, the Town of Stoughton (the "Town") and the Stoughton Professional/Administrative Employees Association (the "Association") hereby agree to a new three (3) year collective bargaining agreement effective July 1, 2020 through June 30, 2023.

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

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

IN WITNESS WHEREOF, the Board of Selectmen of the Town of Stoughton and the Stoughton Professional/Administrative Employees Association have caused this Agreement to be executed by their duly authorized members this 9th day of September, 2022.

For the Town of Stoughton

For the Stoughton
Professional/Administrative
Employees Association

Robin A. Grimm, Ph.D.
Town Manager

James D. Conlay
9-9-2022

Ratified by:

Select Board

Dated: 10/18/2008

Alma Roberts

John S

John & Patricia

John F. Hill
