

AGREEMENT
BETWEEN
TOWN OF STOUGHTON
AND THE
STOUGHTON
PUBLIC WORKS ASSOCIATION

EFFECTIVE JULY 1, 2019 - JUNE 30, 2022

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
TOWN OF STOUGHTON
AND
STOUGHTON PUBLIC WORKS ASSOCIATION

JULY 1, 2019 TO JUNE 30, 2022

In accordance with the provisions of M.G.L. c 150E this Agreement is entered into this 20th day of May, 2020 by and between the Town of Stoughton and the Stoughton Public Works Association.

PREAMBLE

Whereas the General Court of Massachusetts saw fit in the year 1965 to pass a law in which they recognized that the employees of the Town of Stoughton have a statutory right to bargain collectively with the Town, it is the intention of this Agreement to maintain a harmonious relationship between them, recognizing legitimate rights and needs of the Department of Public Works Employees.

In consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I

Section 1. Agreement

The employer agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement which is contrary to this Agreement.

Section 2.

The Town agrees there shall be no decrease in salaries and benefits below the July 1, 2013 rates and benefits.

Section 3.

The Town hereby recognizes the Stoughton Public Works Association as the sole and exclusive Bargaining Agent for the purposes of collective bargaining as to wages, hours and other conditions of employment for the Department of Public Works positions listed below:

Public Works Foreman	Grade 7
Certified Mechanic	Grade 7
Head Pump Station Operator	Grade 7
Heavy Equipment Operator	Grade 6
Motor Equipment Operator Specialist	Grade 5 (step 5 orig)
Motor Equipment Operator/Craftsman	Grade 5
Pump Station Operator II	Grade 5
Pump Station Operator I	Grade 4
Laborer	Grade 4

Section 5.

The Town and the Union have discussed the fact that the Town is considering, as one of its options, the possible reorganizing and/or restructuring of positions within the Town. If the Town decides that it will reorganize and/or restructure positions within the bargaining unit, the Town will meet its bargaining obligation to the Union under G.L. c. 150E prior to implementation.

ARTICLE II

Section 1. Management Rights

It is understood and agreed by all parties concerned that this Agreement notwithstanding all items contained herein are subject to recommendation by the Board of Selectmen, the Finance Commission and through budget by action of Town Meeting(s).

Section 2.

The parties acknowledge that on August 5, 2015, the Massachusetts Legislature adopted Chapter 58 of the Acts of 2015 which exempted all positions in the Department of Public Works from the provisions of Civil Service, G.L. c. 31. The parties further acknowledge that said Act does not impair the Civil Service status of any employee who was employed in the Department of Public Works on or before August 5, 2015. The Town Manager reserves the right to hire and fire and otherwise act in all personnel matters consistent with Civil Service procedures, where applicable, and Town by-laws and personnel regulations. The Town Manager reserves the right to fire and otherwise act in all personnel matters consistent with Civil Service procedures where those procedures have been applicable to a specific employee prior to the Special Act removing the Department from Civil Service. Effective July 1, 2013, all new hires shall possess a CDL. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject of negotiations. Any matter not specifically covered by this Agreement is not part of this Agreement

Section 3.

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. This includes, but is not limited to the right to:

- add or eliminate departments;
- require and 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.

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, or detail employees 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 Association with a copy of any new rules and, if the Association 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 make changes with prior consultation with the Association.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

The grievance and arbitration procedure hereunder shall not apply to any action of the Town which is subject to review by the Contributory Retirement Appeal Board or by the Civil Service Commission where applicable and personnel rules and regulations.

Section 4.

Copies of all actions relative to this contract by Management (Board of Selectmen and/or Town Manager) shall be forwarded to the Union President.

ARTICLE III

Section 1. Retention of Civil Service Rights

The parties acknowledge that on August 5, 2015, the Massachusetts Legislature adopted Chapter 58 of the Acts of 2015 which exempted all positions in the Department of Public Works from the provisions of Civil Service, G.L. c. 31. The parties further acknowledge that said Act does not impair the Civil Service status of any employee who was employed in the Department of Public Works on or before August 5, 2015.

Section 2. Employee Files

- a) No material relating to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that he has read it.
- b) The employees shall have the right to answer any material filed and to include the answer within the file.
- c) The employee shall have the right upon request at reasonable times to examine his personnel file and to have a copy of any material in it.
- d) An employee may have information removed from his file by use of the grievance procedure on the grounds that the information in his file is improper, incorrect or irrelevant to the employment relationship.
- e) The Town shall not reveal information in employee files to anyone outside the management of the Town except:
 1. Matters of public record
 2. Records subpoenaed by law
 3. Those things consented to by the employees
 4. Those materials which are reasonably related to the processing of grievances and presentation of either party's case at arbitration.
- f) Any notation in an employee's personnel file concerning an accident involving the employee will

be removed from the employee's personnel file after two(2) years from the date of the accident unless the employee has been in an accident during that two (2) year period, in which case the two (2) year period will run from the most current accident.

ARTICLE IV

Section 1. Hours

The regular work week shall be as follows:

Monday through Friday 7 a.m. - 12 noon and 12:30 p.m. - 3:30 p.m.

Nothing in this Agreement shall preclude the parties from discussing and/or implementing alternative work schedules by agreement.

Section 1(a) Night Differential

A 10% night shift differential shall be paid to employees in the Public Works Department who work a major portion of their shift hours after 3:30 p.m..

Section 2. Overtime

There shall be a four (4) hour minimum compensation to all hourly rate employees working outside regular hours when requested to do so by the Superintendent of Public Works or his Assistant or the Town Manager. This section applies **TO CALLBACK ONLY.**

Section 2(a) Overtime is required when essential work remains to be done. Essential work results in unsafe conditions, excessive expenses to the Town or serious inconvenience to the residents of the town. Overtime work shall be distributed fairly and equitably within each department, starting with employees that normally do that job to be called first.

Section 2(b) In all emergency situations, such as snow removal, flooding, hurricanes, or any other act of nature, any public employee covered by this collective bargaining agreement that is qualified to perform the assignment may be required by the Superintendent to remain at work past their eight (8) hour shift. For emergency situations that occur on weekends, holidays, or require call-back or additional employees , the Superintendent will first call in all employees covered by the collective bargaining agreement qualified to perform the assignment before using non-collective bargaining agreement employees. As the workload lessens, the last people to be released will be members of this collective bargaining agreement who normally perform the work being done. This is with the exception of management personnel.

During snow emergencies, eligible public works employees who possess a valid CDL Class A or B license that are not required to possess such licenses as a condition of their employment with the Town will be utilized to operate snow removal equipment before outside drivers will be brought in to perform said function. In order to be eligible for such work, the employee must sign up each year no later than October 1st. Once an employee has signed up, the employee will be required to perform snow removal duties during snow emergencies as assigned and determined by the Superintendent through the following April 15th. During the October 1st through April 15th period, the employee's name will also be included in the drug testing pool and the employee will be subject to such testing. At the expiration of the October 1st through April 15th period, the employee's name will be removed from the drug testing pool and will no longer be required to perform snow removal duties during snow emergencies. The parties agree that the Article V, Section 7 license reimbursement section

of this Agreement shall not apply to the individuals who are not required to possess a CDL as a condition of their employment with the Town, but who elect to sign up for snow removal duties under this provision.

Section 2(c) Effective July 1, 2019 it is agreed upon that when Public Works Department employees are engaged in any type of ice and snow related activities, they shall receive a fifteen (15%) percent stipend, above their regular pay rate, for overtime hours worked, to include weekends and holidays. This is on overtime rate only.

Section 2(d) For non-emergency overtime situations, where no employees qualified to perform the overtime assignment volunteer to work the overtime, the Superintendent may require an employee to remain on duty so long as the employee does not have an emergency that would prevent him from remaining on duty. For all non-emergency callback situations, any employee covered by the collective bargaining agreement qualified to perform the assignment must be called before using non-collective bargaining agreement employees. This is with the exception of management personnel.

Section 2(e) The current practice regarding eligibility for overtime shall be maintained. Employees with the approval of the Superintendent of Public Works, including Water Department employees, may elect to take compensatory time, paid at time and one-half, and Sunday and Holidays paid at double time and a half in lieu of cash payments for overtime for hours in active pay status more than forty (40) hours in a calendar week. The maximum accrual of compensatory time shall be eighty (80) hours. Employees must declare their election of compensatory time prior to working overtime but in no case after the pay period in which the overtime is worked ends. Opportunities for employees to work overtime will not be affected by their election of cash or compensatory time. An employee's schedule will not be changed to avoid the payment of overtime or accrual of compensatory time.

Prior to utilizing compensatory time, the employee shall be required to have all but 40 hours of accrued vacation time scheduled for use and shall be required to use compensatory time within a scheduled time limit set by the Superintendent. The accrual and use of such compensatory time will be granted in a fair and equitable manner. All unused compensatory time will be paid upon an employee's retirement, upon death to the employee's estate, at the present rate which hours physically worked must be compensated. All decisions by the Superintendent under this Section shall not be subject to the arbitration procedure. An expedited grievance process for disputes that arise over requests to use compensatory time under this section will be followed under which the Town Manager or his/her designee shall decide such grievances within seventy-two (72) hours of their being submitted to him/her. The decision of the Town Manager or designee on such grievances shall be final and not subject to arbitration. Effective July 1, 2014, employees will be permitted to cash in accrued compensatory time within six (6) months of the accrual of said time. Notice must be given by June 1st in order to receive payment by June 30th.

Section 2(f) Whenever an employee below the grade of Motor Equipment Operator is operating a sidewalk tractor, said employee shall be paid at his current step at the Motor Equipment Operator grade of pay, but for the time worked operating said equipment only. The parties agree that such work shall not be considered to be working out of grade for purposes of Section 3 of this Article or any other provision of this Agreement.

Section 3. Working Out of Grade

- a. If a man works four (4) hours in a higher classification, he shall receive eight (8) hours' pay at that classification for that particular day. This section does not apply to overtime work outside of regular hours.

b. Rubbish Truck Duty - If an employee works three (3) hours in the afternoon he shall receive the hourly rate of that classification.

c. If an employee works in a higher classification, he shall receive the hourly rate of the same step in the higher classification as the step of his regular classification.

Section 4. Crew Size

There shall be minimum crews assigned for the operation of certain equipment to assure the safety of employees as follows:

Rubbish Truck	- 2 men (not including driver)
Brush Chipper	- 2 men
Brush Cutter	- 2 men
Drilling Equipment	- 2 men
Chain Saw	- 2 men
Confined Space*	- 2 men
Spot Sanding*	- 2 men

*For purposes of this section, confined space shall be defined as water stations, manholes and trenches. The job grade from which the second employee will be assigned for spot sanding under this section shall be determined on a case by case basis by the Superintendent or his designee in his/her sole discretion. Within each job grade, the spot sanding duties will be offered on a rotating basis

ARTICLE V

Section 1. Vacations

Vacations shall be granted during the vacation period which shall run from July through June; selection for the vacation period shall be agreed upon between the Department Head and personnel taking into consideration the party who will be filling in on vacation.

Section 1(a) Additional Vacation Selection

For the purpose of selecting additional vacation time due, a list shall be posted January 1 to March 31. Beginning on January 1 of each year, the first two employees with the most seniority who are eligible for more than two weeks vacation shall have ten days to select their additional week and/or weeks. Thereafter, every 10 days the Superintendent or his authorized representative shall notify the next two senior employees until all employees have selected their additional time. If an employee does not select his additional week within the time allowed, he shall be by-passed by the employees following him on the seniority list subject to the approval of the Superintendent of Public Works.

Section 1(b)

Vacation time shall not be cumulative from year to year except for 80 hours which may be held over to be used within three (3) months of the end of the Fiscal Year in which they were otherwise to be taken. The Town Manager, after consultation with the Human Resources Director, may extend the period of vacation carryover for an individual employee if it is in the best interest of the Town.

Section 2. Seniority

Seniority shall be based on Grade in the Town Classification Plan. The Town agrees that it will continue the current practice of posting all positions so that all members of the Bargaining Unit may observe and

bid on same.

Section 3. Eligibility for Vacations

- a. Every regular employee shall be granted a vacation as set forth in section 4 if he has actually worked for the Town of Stoughton for thirty (30) weeks in the aggregate during the twelve months preceding the first day of June in such year. For work performed less than thirty weeks, vacation allowance shall be on the basis of one day for each month employed.
- b. Any employee while on vacation who becomes sick for a period of three (3) days shall upon receipt of a doctor's certificate have no loss of vacation time. These days to be taken at a later date with the prior approval of the Superintendent of Public Works or Assistant Superintendent.
- c. Employees who are injured and are receiving Workmen's Compensation benefits shall be entitled to all vacation benefits accrued prior to injury, but shall not accrue or be entitled to additional vacation benefits while absent from work due to such injury. Vacation benefits for the fiscal year in which the employee returns to employment shall be pro-rated.

Section 4. Length of Vacations

Employees of the Public Works Department shall be entitled to the following vacation leave without loss of pay, in addition to that set out in Section 3 above in accordance with the following schedule:

<u>Length of Employment Attained on Anniversary Date</u>	<u>Vacation Entitlement</u>
1 year	80 hours
2 years	96 hours
3 years	104 hours
4 years	112 hours
5 years	120 hours
6 years	128 hours
7 years	136 hours
8 years	144 hours
9 years	152 hours
10 years	160 hours

Effective July 1, 2012, employees who are expected to move up a level on the vacation leave chart in a given year will be granted the additional vacation days they are expected to receive on the date that they achieve the years of service necessary for reaching said vacation level. The Town Manager may credit an employee, for vacation amount purposes only, with up to five (5) years of service for time in service with the Commonwealth or any of its subdivisions.

Section 5. Paid Holidays

- (a) The following days will be considered as legal holidays with pay for the Public Works Department employees:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving Day

Memorial Day
Independence Day

Christmas Day

The Public Works Department will be closed on any day that may be declared a holiday by the Governor of the Commonwealth, General Court and/or the President or the Congress of the United States without loss of pay to the employees. Any employee who calls in sick on the day before or after a holiday may be required to substantiate the absence via a doctor's certificate, at the employee's expense, before being paid for said holiday.

- (b) Should any holiday fall on a Saturday, the department shall close down on the preceding day, Friday, except for the necessary operations. Those employees working on necessary operations, which must include personnel to answer telephone complaints and inquiries, shall receive compensating time off the following week or as soon as possible.
- (c) Overtime pay for approved Sunday and holiday work shall be as follows:
 - 1. Between the hours of 12:01 a.m. on Sunday and 12 midnight on the same day, double time and one-half applies hour for hour except that work in excess of thirty (30) minutes shall be compensated for to the next quarter hour. (Regularly scheduled Sunday work does not apply within the meaning of this section.)
 - 2. Between the hours of 12:01 a.m. on any holiday listed in this Agreement and 12 midnight of the same day, double time and one-half applies hour for hour, except that work in excess of thirty (30) minutes shall be compensated for to the next quarter hour. Effective July 1, 2020, premium pay for Christmas holiday to be defined as 3:30 p.m. December 24th to 11:59 p.m. December 25th and New Year's Day holiday to be defined as 3:30 p.m. December 31st to 3:30 p.m. January 1st.
 - 3. Approval of Sunday and holiday overtime work must be given directly by the Superintendent of Public Works, Assistant Superintendent or Town Manager.

Section 5(d) Personal Days

All permanent full-time employees of the Public Works Department shall be entitled to 16 hours (two (2) free days) a year without loss of pay subject to the prior approval of the Superintendent of Public Works or Assistant Superintendent. Personal days must be used in the year they are received and cannot be carried over into the following year. Effective July 1, 2020, the number of annual personal days shall be increased to 32 hours (four (4) days).

Section 6. Uniforms

- a. The Town agrees to furnish three (3) changes of work clothing (consisting of eleven (11) sets of shirts and trousers) per week per employee and five (5) summer shirts for the members of the Public Works Department.
- b. Effective July 1, 2019, the annual allowance for the purchase of foul weather gear shall be increased to \$800.00. In addition, the Town will be responsible for the cost of the first five (5) pairs of gloves provided to an employee each year and the employee will be responsible for the cost of any subsequent pairs of gloves needed by the employee during that same year. At the discretion of the Superintendent, an employee may receive a replacement pair of gloves if the Superintendent determines that the circumstances warrant such replacement.

- c. Uniforms and steel toed boots bought or rented by the Town must be worn by employees while they are working.

Section 7. Reimbursement

The Town agrees to reimburse employees for the cost of eyeglasses broken on the job through no negligence on the part of the employee and provided safety glasses should not have been worn. The Town further agrees that employees who are required to possess state licenses for the operation of motorized or specialized equipment (with the exception of Class III motor vehicle licenses), drinking water supply facilities or to otherwise perform their assigned responsibilities, shall be reimbursed for the cost of such licenses or permits, as they are incurred.

Section 8. Tuition Reimbursement

Tuition reimbursement for job related classes will be provided by the Town, depending on the cost of the course. Upon proof of successful completion of the course, the employee will be reimbursed up to \$750.00 per year per employee. Courses must be pre-approved by both the Superintendent and the Town Manager, and their decisions will not be subject to the grievance and arbitration procedure.

ARTICLE VI

Section 1. Sick Leave

Sick leave shall be earned at the rate of 10.667 hours per month with accumulation unlimited. Effective July 1, 2020, the annual accurate rate shall be reduced to 9.333 hours per month with accumulation unlimited. Effective July 1, 2014, sick leave for the fiscal year will be credited to employees in full on July 1st. Any sick leave of a duration of more than three (3) consecutive work shifts or when the total number of sick leave incidences exceeds seven (7) for the fiscal year, if the Superintendent so requests, shall be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave. For the purposes of this section, a sick leave incidence shall be defined as the use of sick leave for one (1) or more consecutive work days. When circumstances reasonably warrant the same, the Town may at any time in its discretion, require a medical examination to determine eligibility for usage of sick leave by 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. All return to duty notes shall contain a statement from the employee's physician that reflects that the physician is aware of the specific position or job duties that he/she is clearing the employee for a return to duty.

Section 1(a) Sick Leave Posting

Once each year a list shall be posted in the department showing eligible sick leave due those employees who have indicated they wish to have their sick leave posted in this manner.

Section 1(b) Earned Time

Effective July 1, 2020, full-time employees with perfect attendance at work in any calendar month shall have 4.0 hours (1/2 day) added to their vacation time up to a maximum of forty-eight hours (6 days) per year.

The taking of sick leave days to supplement Worker's Compensation Disability benefits or the taking of Personal Days allowed under this contract shall not interrupt the employee's perfect attendance record.

Section 1(c) Sick Leave Plan

Members in the bargaining unit may, at their option, transfer to other members in the bargaining unit

with no sick days, up to 160 hours (twenty (20) sick leave days). Any sick leave transfers after the twentieth day may be made only after approval of the Town Manager and Board of Selectmen. Any sick leave day transferred to another employee shall not be considered sick leave taken for the purposes of calculating earned time.

Section 1(d) Sick Leave Buyback

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 shall receive fifty percent (50%) of the number of accrued but unused sick days the employee has in excess of fifty (50) days up to a maximum of four hundred (400) days 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 shall receive fifty percent (50%) of their accrued but unused sick leave in excess of one hundred (100) days 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 1(e) Sick Leave Use

The taking of sick time for medical and dental appointments shall not be considered sick leave for the purpose of calculating earned time. The town reserves the right to require an employee to submit a medical or dental appointment slip, prior to use of sick leave or within (2) two days afterwards. Employees will only be allowed to use the sick time (hours) that is necessary for attending said medical or dental appointments. If an employee uses more than 48 hours of sick time in any fiscal year to attend medical or dental appointments, such time will be considered sick leave for the purpose of calculating earned time. Employees must provide a verification of such appointment at least two weeks prior to the date of such an appointment, although the Superintendent can waive the two (2) weeks notice at his discretion.

Section 2. Death Leave

Regular full time and regular part time employees shall be given up to five (5) consecutive working days (40 hours) leave with a normal day's pay for the purpose of making arrangements and attending the funeral of a member of his/her immediate family which is defined as: mother, father, spouse, mother-in-law, father-in-law, grandparent, sister, brother, child, grandchild, or step-child of the employee or any live-in family member. Regular full time and regular part time employees shall be given one (1) day

leave (8 hours) with pay for the purposes of attending the funeral of the employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. Effective on funding of this Agreement, the amount of leave for the death of an employee's aunt or uncle shall be increased to two (2) days (16 hours).

Section 3. Time Off - Union Business

All employees covered by this Agreement, who are officers of the Association's collective bargaining negotiating team (not to exceed 5) shall be allowed time off for local official union business, negotiations, or conferences with the Town Administration, Superintendent of Public Works, without loss of pay or benefits and without the requirement to make up said loss of time, subject to the prior approval of the Superintendent of Public Works or Assistant Superintendent.

Section 4. Injury Leave

Employees who are injured in the line of duty shall receive Workmen's Compensation benefits as provided in MGL Chapter 152, Section 69. During such time as an employee is on official injury leave, he/she shall be entitled to receive full pay (including disability compensation) for so long as his/her vacation leave and sick leave days may be utilized for this purpose. Upon exhausting these leave balances, only such disability benefits as may be paid through Worker's Compensation shall be paid to employees injured in the line of duty.

Section 4(a) Limited Duty Assignments

The Town of Stoughton and the Stoughton Public Works Association do hereby agree to the provision of limited duty job assignments under the following terms and conditions:

- I. When an employee has sustained an injury or injuries in the line of duty and has qualified for Workman's Compensation benefits, the Town of Stoughton, may after three months for the date of such injury(ies), request a physical examination of the employee. Such examination shall be performed by a qualified physician chosen jointly by the Town and the Union. Prior to such examination, a committee comprised of the Superintendent or the Assistant Superintendent of Public Works, the Town Manager and two members of the Public Works Bargaining Committee shall meet. Said committee will draw up a list of potential light duty assignments and provide this list to the examining physician, for his opinion of whether the injured employee is capable of performing such tasks without further worsening the injury or otherwise prolonging the employee's complete rehabilitation. Upon receiving the medical report of the employee's condition and potential for light duty assignments, the Committee shall meet with the injured employee to prepare a plan and timetable for return to full duty; a schedule of light duty assignments (if appropriate); and a review schedule for periodic physical examinations if deemed appropriate to judge the employee's rehabilitation progress. In the event that light duty tasks are assigned, it shall be the intent of the Town to provide sufficient tasks so as to assure that the employee will be able to work in this capacity until full duty status is resumed. In all cases of assigned light duty, the employee shall be paid at the rate of pay of his/her normal classification.
- II. If an employee who has sustained an on-duty injury wishes to return to work prior to his/her complete rehabilitation, he/she may request a limited duty assignment from the Superintendent of Public Works. Upon such request, the committee shall be convened for the purpose of reviewing the request and seeking medical opinion, as to the employee's capabilities, if necessary. The Committee shall then meet with the employee and determine whether limited duty assignments are feasible and the conditions attendant thereto. In all cases of employee's requesting light duty assignments prior to complete rehabilitation, all such assignments shall only be made with the approval of the Superintendent of Public Works.

In all cases, light duty assignments shall only be made if the Superintendent of Public Works deems such assignment to be appropriate and contributing to the objectives and purposes of the Department of Public Works.

Section 5. Maternity Leave

Massachusetts General Laws, Chapter 149, Section 105D and the Family Medical Leave Act (FMLA) of 1993 and its regulations shall apply to all employees in the bargaining unit. Employees shall be allowed to use accrued sick leave during approved leaves. Additional unpaid leave may be granted, upon the approval of the Superintendent or Town Manager, if, in the opinion of the Superintendent or Town Manager, such leave would not affect the nature and level of departmental services.

Section 6. Military Leave

Regular full-time employees who are in the Armed Services Reserves or National Guard and are called to temporary military duty not exceeding two (2) weeks in any twelve (12) month period, shall receive the difference in pay between their regular Town pay and their Military pay. Vacation days accrued will not be affected by military duty. This provision does not include payments to members of the National Guard who may be mobilized during an emergency in the Commonwealth. Proof of service shall be submitted to the employee's Department Head and a copy to the Human Resources Director. Regular full-time employees, who are in the Armed Services Reserves, National Guard, or Air National Guard and are called to active federal military duty, shall receive, pursuant to MGL Chapter 137, the difference in pay between their regular Town pay and their Military pay. This shall not include shift differential pay, hazardous duty pay, overtime pay, or any additional compensation. Vacation days accrued, sick leave, absence for personal reasons, or other leave with pay benefits will not be reduced or affected by military duty. Said employee shall not lose any seniority status while on duty.

Pursuant to the provisions the Family Medical Leave Act and its accompanying definitions, eligible employees who are the spouse, son, daughter, parent, or "next of kin" of a covered veteran with a serious injury or illness may take up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to provide care for the veteran. Said employee may use accumulated "Vacation Leave", "Sick Leave", and "Other Leave" during this period in place of unpaid leave. A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness is a covered veteran if he or she:

- was a member of the Armed Forces (including a member of the National Guard or Reserves);
- was discharged or released under conditions other than dishonorable ; and
- was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for him or her (as determined under the FMLA).

Proof of service shall be submitted to the employee's Department Head and a copy to the Human Resources Director.

Section 7. Court Leave

- 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 defendant or litigant in their behalf or in cases not involving the Town at full pay with prior approval of the Town Manager.

ARTICLE VII

Section 1. Longevity

Effective July 1, 2009 Longevity shall be paid in the following manner: Five Hundred (\$500.00) dollars after five (5) years of service; Seven Hundred Fifty (\$750.00) dollars after ten (10) years of service; One Thousand (\$1,000.00) dollars after fifteen (15) years of service; One Thousand Two Hundred Fifty (\$1,250.00) dollars after twenty (20) years of service; One Thousand Seven Hundred Fifty (\$1,750.00) dollars after twenty five years of service. Longevity pay shall be payable on or about the payroll ending December 3.

Part-time employees who regularly work twenty (20) or more hours per week are eligible to receive fifty percent (50%) of the above longevity payments for their applicable years of service.

Longevity payments for eligible employees shall be issued in the last paycheck in the month of November.

Section 2. Computation of Longevity

Computation of longevity shall be based on full-time consecutive employment for the Town of Stoughton as of December 31. Effective July 1, 2012, said computation will be calculated and granted on the anniversary date of each employee's date of hire by the Town.

ARTICLE VIII

Section 1. Life, Health and Accident Insurance

The Town agrees to provide Master Medical coverage for employees in the hospitalization insurance group and life accident insurance in the amount of two thousand (\$2,000.00) dollars with the Town paying 50% of the premium.

The Town agrees that employee costs for health care premiums will be pre-tax deductions on Public Works Department employees' paychecks, which will be implemented by the Town as soon as is possible, and if the law allows, will be made retroactive to January 1, 1992.

In the event that the Town cannot, by law only, honor this clause, the parties agree to reopen this

Agreement for the sole and limited purpose of negotiations concerning comparable benefit or benefits to members of the Stoughton Public Works Association in place of this clause.

The Union agrees that upon reasonable notice from the Town, it will meet at reasonable times and at reasonable intervals for the purpose of participating in negotiations with the Town, and at the Town's option, with the bargaining representatives of other Town employees, concerning changes to the Town's health insurance plan. Subjects to be negotiated will 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.

Section 2. Wages.

- A. Effective on funding of this Agreement, the existing wage scale shall be replaced as set forth below. Employees will be placed on the new wage scale in accordance with the parties' side agreement and Attachment B thereto, effective as of the date of Town Meeting funding.

OLD GRADE	NEW GRADE	STEP 1	STEP 2	STEP 3	STEP 4
4	1	\$23.39	\$23.74	\$24.09	\$24.45
5	2	\$25.54	\$25.94	\$26.31	\$26.71
6	3	\$28.04	\$28.46	\$28.89	\$29.32
7	4	\$31.42	\$31.90	\$32.37	\$32.86

- B. Effective July 1, 2020, increase rates set forth in Section A by 1.5%. Employees who are being paid at a rate that does not appear in Section A shall have their rate increased by 1.5% as well effective July 1, 2020.

Effective July 1, 2021, increase rates set forth in Section A by additional 1.5%. Employees who are being paid at a rate that does not appear in Section A shall have their rate increased by 1.5% as well effective July 1, 2021.

- C. All water department men assigned to work Saturdays, Sundays, and holidays and carry a beeper, shall receive a daily stipend equal to five (5) hours of straight time for those days worked.

Section 3. Promotions

It is agreed that when a promotion vacancy occurs within the Public Works Department:

1. The Town will notify the Association in writing as to whether or not the vacancy will be filled and, if so, any changes in the position title or description within thirty days.
2. Within thirty days from this notification, the vacancy will be posted.
3. Appointments will be made, subject to the abilities and qualifications of all individuals concerned within sixty days thereafter. If no applicant is appointed, the Town may repost according to this procedure. A vacancy may be posted with different working hours than that of the prior position as long as the total weekly hours of work are not inconsistent with any other provision of this agreement. Newly promoted employees shall be subject to a six month probationary period.

Nothing herein shall preclude the Town from filling a promotional vacancy from outside of the bargaining unit or be construed to conflict with any applicable Civil Service laws, regulations or procedures. Neither shall this provision be interpreted to conflict with the Town's management rights under Article II herein.

ARTICLE IX

GRIEVANCE PROCEDURE

A. PURPOSE:

The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale.

Complaints, disputes or controversies of any kind, which arise between one or more employees and the Town or its agents concerning the working conditions, hours of work, wages, fringes, or rate of pay referred to in this contract, provided further that no action by Town Meeting shall be subject to this grievance procedure, the foregoing may be processed as grievances under the following procedure:

B. PROCEDURE:

Step 1. Grievances may be first presented by the employee and/or union steward to the Superintendent of Public Works as an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with his steward over the department communication system, telephone, or other available means to advise him of the grievance. The Superintendent may, on request, permit the employee and/or the steward to be excused for a reasonable period (as determined by the Superintendent) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance. If the grievance is not resolved informally, it must be presented in writing to the Superintendent within five (5) working days of its occurrence or when the employee reasonable should have had knowledge thereof or it shall be deemed null and void. Within five (5) working days of presentation of the written grievance, the Superintendent shall answer the grievance in writing. Any grievance not timely answered at any step may be processed to the next step.

Step 2. If the grievance is not resolved in Step 1, the grievance shall be then reduced to writing by the Association and presented to the Town Manager. The Town Manager, or in his absence, his authorized representative, shall meet with the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance in writing within twenty-four (24) hours after the meeting.

Step 3. If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint to the Board of Selectmen within five (5) days from receipt of the Step 2 answer, exclusive of Saturdays, Sundays and holidays. The Board of Selectmen shall meet with the Grievance Committee within five (5) days to discuss the grievance and will answer the grievance in writing within twenty-four (24) hours after the meeting ends.

Step 4. If the grievance is not adjusted satisfactorily in Step 3, it may hereafter be submitted by the Association within forty-five (45) days to the American Arbitration Association or Department of Labor Relations for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings.

All formal grievances shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator unless the parties agree to modify the scope of the hearing. The award of an Arbitrator shall be final and binding upon the parties covered in this contract.

Any of the time limits outlined in this contract may be changed at any time by mutual agreement of the parties.

- C. Each party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.
- D. The Association shall be entitled to submit grievances in the name of the Association in the same manner as provided therein for employees, said submission to start Step 3 in the Grievance Procedure.

ARTICLE X

Section 1. Amendments

Proposed amendments to this Agreement shall be made in writing to each party concerned. Action shall be taken upon said amendments within reasonable length of time not to exceed thirty (30) days.

Section 2. Rights, Privileges and Benefits

All other rights, privileges and benefits enjoyed by the employees or employer which are not specifically provided for abridged in this Agreement are hereby subject to arbitration.

ARTICLE XI

Effective on the date of implementation of this Agreement, employees who physically work five (5) or more continuous hours of overtime shall be eligible to receive the following meal allowance reimbursement:

Breakfast	\$7.00
Lunch	\$8.00
Dinner	\$10.00
Midnight Snack	\$4.00

Employees shall receive one meal allowance for overtime worked in excess of five or more hours; meal allowance for consecutive overtime thereafter shall be in accordance with the schedule.

ARTICLE XII

Section 1. Duration of Agreement

The duration of this contract shall be from July 1, 2019 through June 30, 2022. Notification of proposed collective bargaining for each subsequent year's contract must be received at the Town Manager's Office by September 16th.

Section 2. Bi-Weekly Payroll

The Association agrees to allow the Town to implement a bi-weekly pay system during the life of this Agreement after 60 days prior notice on the condition that all other Town bargaining units under the jurisdiction of the Board of Selectmen also agree to conversion to such a system and will execute a side letter to that effect.

ARTICLE XIII

Section 1. No Strike Clause

The Association agrees to comply with the no-strike provisions of G. L. c. 150E, Section 9A(a) which provides:

"No public employee or employee organization shall engage in a strike, work stoppage, slowdown or withholding of services by such public employee."

ARTICLE XIV

Section 1.

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

Section 2.

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

ARTICLE XV

Section 1. Water Department Licenses

By no later than December 31, 2012, all Water Department employees shall be required as a condition of their continued employment with the Town to possess and maintain the water distribution and treatment licenses that are necessary for the performance of the duties of their positions with the Town. A list of applicable Water Department positions, the licenses needed for each of them and the employee currently occupying same will be provided to the Union as soon as possible.

To help effectuate the purpose of this section, the Town agrees to reimburse each employee for the cost of any passed water distribution and treatment license tests and to reimburse each employee for the cost of the preparatory course offered for a given test level the first time the employee takes said course. Should the employee fail the test for a given level and wish to retake the preparatory course for said test level, the employee will be responsible for the cost of the course. To encourage cross-training among employees in other departments, the test and preparatory course reimbursement provisions of this section shall also apply to non-Water Department bargaining unit members.

Section 2. Licenses

All employees shall be required as a condition of employment to maintain all licenses that they were required to possess at the time that they were appointed to their current position as well as any licenses that they were required by the Town to obtain within a specific period of time of their appointment. When posting vacant positions, the Town will include in the posting a list of all licenses required for the position at the time of appointment and a list of any additional licenses that the selected candidate will be required by the Town to obtain, including the deadline by which said additional license(s) will need to be obtained by.

ARTICLE XVI

Section 1. Outside Employment

For employees hired after the date of ratification of this Agreement, the prior permission of the Town Manager must be obtained prior to the employee accepting any employment positions outside of the Town. This provision shall not take effect until all other bargaining units under the supervision of the Town Manager have agreed to the same provision.

ARTICLE XVII

PERFORMANCE EVALUATION

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, 2017.

ARTICLE XVIII

REDUCTION IN FORCE AND RECALL

A. Definition

Seniority as used herein shall mean an employee's length of continuous fulltime service within the employee's job classification for layoff purposes and with the Department for bumping purposes.

B. Reduction in Force Procedure

Step 1. A review shall be made of the employees in the affected job classification. The least senior employee shall be declared excess.

Step 2. Employee(s) declared excess in Step 1 shall have the right to "bump" employees with less seniority in a lower job classification so long as they are qualified to perform the duties of the position to which they are looking to bump. There shall be no upward bumping.

C. Recall

1. Employees terminated as a result of a reduction in force shall have recall rights to permanent vacancies that arise in the same or lower job classification from which they were laid off for two (2) years from the effective date of termination. In order to be eligible for recall, the employee must be qualified to perform the duties of the vacant position. The most recently laid off employee will be recalled first, so long as the vacancy is in the same or lower job classification from which the employee was laid off from.

2. Employees shall have two (2) weeks from the date of the notice of recall in which to accept the recall. Employees who refuse the recall or who fail to timely respond to the notice of recall shall lose all rights to recall. Notice sent to the Employee's last known address as appearing on the Town's records shall be valid notice. It shall be the employee's responsibility to ensure that the most current address is on file with the Town.

3. Seniority shall not accumulate during the period of time an employee is entitled to recall rights.
4. The rate of pay in a recalled job shall be the rate of pay of the job to which the employee is recalled.

ARTICLE XIX DRUG TESTING

The Union agrees to accept the Town's random drug testing policy for all bargaining unit employees who operate Town vehicles, machinery, power tools or other safety sensitive equipment when all other general government bargaining units, i.e. non-School Department units, have accepted it.

Signed this 11 of November, 2021.

TOWN MANAGER,

STOUGHTON PUBLIC WORKS
ASSOCIATION,

Dated: 11/2/2021

Ratified by:
BOARD OF SELECTMEN,

John M. Molloy
Debra Robert

Dated: 11/2/21

James F. D'Amato