

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF WEST SPRINGFIELD, MASSACHUSETTS**

**AND**



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Local 424 Unit MA DIV 103**

**West Springfield DPW**

**July 1, 2017 – June 30, 2020**

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## **ARTICLE 1 – RECOGNITION**

**SECTION I:** The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for employees of W Classification (W-0 – W-7). The prior sentence notwithstanding, the Union and Town Agree that seasonal employees are not members of the Union and are not subject to the terms of this agreement. The bargaining agent for the Town is the Mayor under the provisions of General Laws Chapter 150E.

**SECTION II:** The bargaining agent for the Town specifically represents that it will in good faith seek from an appropriate Town Council the necessary appropriations and by-law changes necessary to accomplish the terms of this agreement. It is understood by the parties that all provisions of this Agreement which require that necessary appropriations be made and authorized by the Town Council are subject to said authorization by the Town Council; and in the event that said necessary authorization is not given by the Town Council, said matters shall be returned to the parties for further bargaining without any obligation to conform the earlier Agreement in their regards.

## **ARTICLE 2 – UNION DUES – AGENCY SERVICE FEE**

Employees electing to do so shall tender the monthly membership dues by signing the Authorization of Dues Form, a copy of which is set forth in Appendix A herein. During the life of this agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution of the Union from the pay of each Employee who executed or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month except where mutually agreeable to the parties.

In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. c. 150E, Sec. 2), effective thirty (30) days after the effective date of this agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay the Union an Agency Service Fee. Such fee shall be paid weekly and shall be calculated in accordance with c. 150E. The Union will indemnify, defend and hold the Town harmless against any and all claims made, and against any suit instituted against the Town on account of any check off of Union dues or agency fee provision. The Union agrees to refund to the Town any amount paid to it in error on account of the check off and agency fee provision upon presentation of proper evidence thereof. The Union certified that this collective bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining union present and voting.

## **ARTICLE 3 – THE TOWN AND THE UNION**

**SECTION I:** The Union and the Town agree that the Town retains all management rights and functions, except as are expressly relinquished or restricted in this Agreement. Such management rights shall include but not be limited to the following; the right to manage the applicable Town Departments and to direct their working forces, the right to establish and control operations, schedules and processes, the right to determine services to be rendered, the right to hire, to discharge

or otherwise discipline Employees for good cause and the right to lay off because of lack of work or lack of the necessary funds.

**SECTION II:** The Union and the Town agree that they will not during the term of this Agreement cause, permit or participate in any strike, lockout, walkout, slowdown, work stoppage, refusal to work or interfere with the operations of the Town and its Departments by such a strike, lockout, walkout, slowdown, work stoppage or refusal to work.

**SECTION III:** In the event any Employee engages, participates in or any way is responsible for any of the unauthorized conduct covered in Section II of this Article, the Union agrees that it will immediately publicly disavow the same as being unlawful and forthwith and in good faith endeavor to cause the immediate return to work by said Employee or Employees.

#### **ARTICLE 4 – DISCIPLINARY PROCEDURE**

Any permanent employee who has completed his/her probationary period shall not be disciplined nor discharged without just cause. Upon completion of the probationary period, the Town shall follow progressive discipline unless the circumstances warrant immediate termination. Progressive discipline includes verbal warnings, written warnings, suspensions, demotion, and/or termination. Depending upon the seriousness of the offense and/or other factors, some or all the progressive discipline steps may be bypassed. A verbal or written reprimand shall be removed from an employee's personnel file after twenty-four (24) months from the date of issuance provided the employee has not received any formal discipline during said time period.

This Article shall be applied in accordance with Chapter 31 of the Massachusetts General Laws as amended where applicable.

#### **ARTICLE 5 – DISCRIMINATION AND COERCION**

There shall be no discrimination by foreman, superintendents or other agents of the employer against any employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any employee for his adherence with any provision of this agreement or his refusal to comply with any order which would violate this agreement.

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, age, disability, military/veteran status, ancestry, genetics and/or national origin

#### **ARTICLE 6 – PROBATION PERIOD**

The first One Hundred Eighty (180) days of employment of an Employee shall constitute such Employee's trial period during which no transfer, layoff, suspensions, discharge or other disciplinary action shall be cause for or subject to the grievance procedure except for discrimination and/or coercion because of such an Employee's Union activities.

**ARTICLE 7 – HOURS OF WORK**

**SECTION I:** The regular hours of work each day shall be consecutive except for interruptions for lunch periods. The work week shall consist of five consecutive eight hour working days, Monday through Friday inclusive, except for employees in continuous operations, discussed below.

**SECTION II:** The normal work day shall consist of, eight consecutive working hours, exclusive of lunch periods, within the twenty-four hour period with an interruption for lunch periods. Each employee shall be scheduled to work a shift with regular starting and quitting time.

Work performed on Saturday and Sunday shall have a minimum period of four hours. Except for an emergency situation, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the employer.

The specific hours of work for each division are as follows:

	<u>STARTING</u>	<u>QUITTING</u>
OPERATIONS	7:00A.M.	3:30P.M. ½ HOUR MEAL PERIOD
WATER	7:00A.M.	3:30P.M. ½ HOUR MEAL PERIOD

**SECTION III:** Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four hours a day, seven days a week. The work week for employees engaged in continuous operations shall consist of five consecutive eight hour working days.

**SECTION IV:** Employees are required to accurately record their hours by using the time tracking system provided by the Town.

**ARTICLE 7A – STANDBY TIME**

The two employees required to carry beepers for emergency calls will be paid four (4) hours of straight time pay per week. If the employee is unavailable when needed, he will not receive any standby pay for the week.

**ARTICLE 8 – OVERTIME**

**SECTION I:** Any employee called into work after having completed his assigned work for the day has left his place of employment and before his next regularly scheduled time, shall be paid at a rate of time and one-half for all hours worked on recall. Said employee will be guaranteed a minimum of four (4) hours pay at time and one-half and when said assigned overtime work is completed, he may be released from the workplace. However, should the employee be called back to work within the said four hour time period, he shall not be paid for another four hour minimum call back pay, but shall only receive additional overtime pay after the minimum four hour call back has been exceeded.

The preceding language notwithstanding, in the event an employee's regular working day begins after he/she has been called into work, but before he/she has worked four (4) hours, and he/she continues to work up to his/her regular starting time without being released by his/her supervisor, he/she shall be paid his/her applicable overtime rate for the hours worked before his/her regular working day began, but shall not be paid the four (4) hour minimum guarantee. However, if the employee has been released by his/her supervisor before the beginning of his/her regular working day, he/she shall be paid the minimum four (4) hour guarantee. For example:

- 1) An employee called in at 5 AM is released at 6 AM by his/her supervisor, the employee receives four hour minimum;
- 2) An employee called in at 5 AM and is not released by the start of his/her regular working day, either because the call in work was not completed or a new event occurred, the employee does not receive the four hour minimum, but receives his/her appropriate overtime rate until the start of his/her working day.

In keeping with the current practice, an employee under the four hour minimum guarantee is called in to work and is released upon completion of the call in event and is called back for another event within the original four hour call-in will not be paid a second minimum guarantee, but will be paid under the original four hour call-in.

SECTION II: Overtime shall be equally and impartially distributed among personnel who ordinarily perform such related work in the normal course of their workweek. For purposes of this article, the Divisions within the Department of Public Works shall be as follows: 1) Water Distribution; 2) Water Treatment; 3) Sewer and Flood Control; 4) Forestry; 5) Parks and Grounds; 6) Highway; and 7) Repair Shop. Overtime for any work except work requiring a Commercial Driver's License or a Hoisters License shall first be distributed on a rotating basis by seniority among qualified employees within the Division. If such work is not filled within the Division, the work shall be filled from the department wide Skilled Laborer/Laborer list described below. Overtime work requiring a CDL or Hoisters license shall be filled from the Department wide CDL or Hoisters overtime list described below. In the event the overtime work requires a CDL or a Hoisters license and cannot be filled from the Department wide list, such work shall be filled by the most senior qualified person on the Skilled Laborer/Laborer's Department wide list.

There shall be three (3) Department wide voluntary overtime lists: 1) CDL; 2) Hoisting License; and 3) Skilled/Laborer. Employees may sign up for one (1) Department wide list provided they hold the necessary licenses. In the event an employee is called but refuses an overtime opportunity, he shall move to the bottom of the list. A refusal shall include a failure to respond to a call to the employee's cell phone or home phone within 5 minutes. New additions to the overtime list shall be placed at the bottom. Nothing in this provision shall affect the current practice of filling sanding and salting crews, and Water Treatment Plant Operation, On-Call for Water Distribution, Sewer Station Inspection, on call 24 hour per day 7 days per week Emergency Work Crew also known as "Sewer Crew", Flood Control Station Operation, and Park Serviceman, which shall continue to be open to all employees and awarded by seniority.

SECTION III: The employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the shop steward with the foreman of the division involved.

SECTION IV: Overtime work shall be voluntary, except in cases of declared emergency. An emergency may be determined and declared by the Mayor or his/her designee. There shall be no discrimination against any employee who declines to work voluntary overtime.

SECTION V: It is understood that municipal departments may be called upon to perform work outside normal working hours due to emergencies of many different types. All employees will be expected to be available for such emergency work when called. If sufficient help or equipment is not available from within the department or other Town Departments, outside help may be employed to perform such necessary/or emergency work.

SECTION VI: All assigned, authorized or approved service outside of a full-time employee's regular schedule shall be deemed overtime service and employees shall be compensated therefore at the rate of time and one-half (1½) their straight time hourly rate of pay. Employees will be paid an amount equivalent to fifteen (15) minutes at time and one-half as reporting pay for unscheduled call backs but will not be paid for commuting time.

SECTION VII: Upon the request of an employee, the Director may grant compensatory time in lieu of payment for overtime at a rate of one and one-half (1½) hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of one hundred and twenty (120) hours. Compensatory time may be used at the employee's request with the permission of the Director and/or Deputy Director, provided the use of compensatory time does not unduly disrupt the operation of a department or agency. Compensatory time must be used in increments of at least one (1) hour and must be used in the calendar year in which it is earned. Compensatory time accrued, but unused, as of December 31 shall be paid out to the employee within two (2) pay periods. Notwithstanding the foregoing, compensatory time earned in December may be carried over to the next calendar year upon the written request of the employee, which must be submitted to the Director on or before December 31. Upon termination, an employee shall be paid for all accrued, but unused compensatory time.

SECTION VIII: The Union and Town agree that seasonal employees are not members of the Union and are not subject to the terms of this agreement.

SECTION IX: In cases of an emergency overtime event during which an employee works in excess of sixteen (16) consecutive hours, the employee shall be permitted to use available personal, vacation or compensatory time for a rest period during regular work hours with the approval of the Director and/or Deputy Director, provided adequate staffing is maintained during regular work hours.

#### **ARTICLE 9 – MEAL PERIODS**

Meal periods shall be one-half (½) hour during each full-time work shift. Whenever practicable, the meal period shall be scheduled at the middle of the shift. Employees will receive a \$12.00 meal stipend for every four (4) hours of continuous emergency overtime worked. For purposes of this Article, emergency overtime means that the employee was notified less than twenty-four (24) hours prior to the commencement of the overtime work.

Lunch shall generally be from 12:00 to 12:30PM, however, whenever circumstances reasonably require or there is need for coverage to provide services to the residents, lunch may be required to be taken anytime between 11:00AM to 1:00PM.

**ARTICLE 10 – BREAKS**

Employees will receive a ten (10) minute break during each four (4) hour work period (e.g., if an employee works eight (8) consecutive hours, the employee will receive two (2) ten (10) minute breaks). Breaks shall be scheduled at the middle of each four (4) hour work period whenever feasible. Breaks must be taken at the job site.

**ARTICLE 11 – CLEAN-UP TIME**

Employees shall be granted a ten minute personal clean-up period prior to the end of each four-hour work shift. An employee shall not be required to work during his/her lunch ½ hour, except as provided in this contract. The Town shall maintain existing wash-up facilities or the equivalent.

**ARTICLE 12 – HOLIDAYS**

**SECTION I:** The following days shall be considered to be paid holidays on the days said holidays are to be observed in accordance with Massachusetts Law.

January 1 <sup>st</sup>	Memorial Day	Veterans Day
Martin Luther King Day	July 4 <sup>th</sup>	Thanksgiving
Washington Birthday	Labor Day	Friday Following Thanksgiving
Patriot's Day	Columbus Day	Christmas

**SECTION II:** Should any holiday fall on Saturday, or Sunday, it shall be celebrated on the following Monday. Holiday pay shall be eight (8) hours pay at straight time rate. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

**SECTION III:** Any employee required to work on a holiday, except the holidays specified in the next sentence, shall receive in addition to the regular holiday pay, an amount equal to one and one-half his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three (3) hours worked at the above rate. Employees who are required to work Christmas Eve (after the end of his regular tour of duty), Christmas Day, New Year's Eve (after the end of his regular tour of duty), New Year's Day and Thanksgiving Day, shall receive in addition to the regular holiday pay, an amount equal to two times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three (3) hours worked at the above rate.

**SECTION IV:** In order to receive pay for any of the holidays listed in the contract, an employee must actually work on his/her last scheduled working day immediately before and following the holiday in question, unless prevented from doing so for a valid reason, substantial evidence of which must be submitted to the Department Head.

**ARTICLE 13 – VACATIONS**

**SECTION I:** The vacation year shall be the period from January 1 to December 31 inclusive. An employee, who has worked 30 weeks in the aggregate in the service of the Town as of December 31 of each calendar year, shall be entitled to two (2) weeks of paid vacation leave, in the next calendar year, which leave shall be granted up to four years of service.

An employee who does not work 30 weeks in the aggregate in the prior calendar year shall be credited one day of vacation for each full month of work during the prior calendar year.

An employee who has worked for 5 years in the aggregate, but less than ten (10) years in the aggregate with the Town, is entitled to three (3) weeks of paid vacation leave.

An employee, who has worked for 10 years in the aggregate, but less than 25 years in the aggregate with the Town, is entitled for four (4) weeks of paid vacation leave.

An employee, who has worked for 25 years or more in the aggregate with the Town, is entitled to five (5) weeks of paid vacation leave.

**SECTION II:** Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payments shall be made to the employee's spouse or beneficiary:

**SECTION III:** Requests for vacation time shall be made as follows:

Request for vacations shall be submitted to the Director of Department of Public Works by March 1<sup>st</sup> of each calendar year. Seniority will determine the granting of requests where the Director has determined, due to the needs of the department, all requests for specific dates cannot be approved. It is expressly agreed the needs of the department, as determined by the Director, is a management's right and have priority over any and all vacation requests. Requests not made pursuant to this procedure must be made at least five (5) business days in advance in writing to the employee's supervisor. The employer will provide a form for employees to submit such vacation requests.

This Article does not limit or restrict the Town's management rights.

**SECTION IV:** Vacation time/pay will not be paid out in advance.

**ARTICLE 14 – SICK LEAVE**

**SECTION I:** Each permanent employee shall be credited with sick leave with pay at the rate of 1-1/4 days for each month of service. Sick leave will be credited on the first day of each month after the completion of one month's service. Sick leave shall be accumulated as follows:

Sick leave allowed under provision of the preceding paragraph shall be at the rate of 1-1/4 working days per calendar month of continuous service credited on the first day of the following month and cumulative up to total of 135 working days.

SECTION II: Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.

SECTION III: In order to be eligible to receive sick leave payments, an employee shall notify or cause notice to be given to his/her department head or his/her designee. Except under circumstances beyond the employee's control, notification shall be submitted at least one half-hour prior to the commencement of the employee's shift when possible, but in no event more than one-half hour after the shift has begun. Failure to give such notice shall be sufficient reason for the denial of sick leave payments. Sick leave requests for planned medical appointments must be furnished to the Division Supervisor at least five (5) work days in advance of the appointment, or when the appointment is made.

For period for absence of three (3) or more consecutive workdays, and employee shall furnish his or her Department Head with evidence in the form of a physician's certificate for the cause of such absence.

The physician's certificate must be furnished to the Department Head on the date of the employee's return to work or not later than the seventh (7) consecutive calendar day thereafter of a protracted illness. If the employee does not furnish such certificate, such leave will not be paid for the period of the absence.

The head of each department shall investigate and ascertain the validity of any request for sick leave made by an employee of his department, and shall approve the same if he is satisfied as to the validity of such request. A physician's certificate may be required by the department head or the Mayor in any case of sick leave claimed thereunder.

Sick leave without pay may be granted to any temporary, seasonal, vacation, and/or emergency employee or replacement, but an employee who completes his probation period as set forth in Article VI herein, providing he is not a temporary, seasonal, vacation, and/or emergency employee or replacement, shall be entitled to non-occupational sick leave with pay as set forth in this Article.

SECTION IV: In cases of permanent part-time employees, the amount of sick leave shall be in proportion to the relationship of their annual work schedule to that of a full time employee. No payment shall be made on a claim under this paragraph until the basis of payment shall have been approved by the Mayor.

SECTION V: Sick time must be used in increments of at least three (3) hours, except where sick time is requested and approved in advance for a scheduled medical appointment.

SECTION VI: An Employee may use his accumulated sick leave even though he has filed a Worker's Compensation Claim under Chapter 152. Upon receipt of the first compensation check, the Employee must sign the check over to the Town and repurchase so much of the sick leave used from the date of injury as possible recognizing that the compensation check may not, and will not in most instances, equal the total sick leave taken.

Employees having sick leave credits who are injured on the job and are receiving Workman's Compensation shall, upon request be granted such sick leave allowance payments as will, when added to the amount of Workman's Compensation, result in the payment to them of their full salary or wages. The total dollar value of such sick leave payments shall be computed to its equivalent in work days and charged against sick leave credits accordingly.

SECTION VII: Emergency leaves due to serious illness in the immediate family may be charged against sick leave with full pay at the discretion of the Department Head. This is limited to seven days within a calendar year with an allowance of not more than three working days for each case. Immediate family shall include husband, wife, children, parents, brothers, sisters, or members of the immediate household of an eligible employee.

SECTION VIII: The Mayor may require such procedures as it deems necessary for the proper administration of these sick leave provisions. No allowance for sick leave may be granted unless an adequate register showing records of sick leave both accrued and granted in such form as may be approved by the Town accountant is maintained in each office which records shall be available to the Mayor, and the Chief Financial Officer upon request.

SECTION IX: **Sick Leave Buyback:** On retirement after 20 years of service, an employee may buyback sick days at the rate of \$25 per day up to a maximum of \$800.00. The first Seventy-five (75) days will be excluded from this compensation.

SECTION X: Leaves of absence for cause other than set forth in this by-law shall be without pay and subject to the approval of the Department Head.

SECTION XI: Any dispute as to the eligibility of an employee to sick leave payments hereunder or as to the amount of such payments may be taken to the Mayor by the employees concerned, by the Department Head or employing authority, or by the Chief Financial Officer, and the decision of the Mayor as to such dispute shall be final.

SECTION XII: The Parties agree in concept to the establishment of a sick leave bank as requested by the Union, however, any such bank will only be established after a specific proposal has been submitted to the Town for review and modification and an acceptable proposal is approved by both parties.

SECTION XIII: Upon return to work after an injury or illness covered by Workers' Compensation, Employees are allowed to use accumulated sick leave to attend medical and/or therapy appointments related to said injury or illness.

SECTION XIV: If an employee calls out sick on a Friday, said employee shall not be eligible for scheduled overtime on that weekend, unless the sick leave was scheduled or approved at least forty-eight (48) hours in advance and/or substantiated by a doctor's note.

## **ARTICLE 14A – INCENTIVE LEAVE**

If any employee does not use any sick leave between January 1 and June 30, or July 1 and December 31 of any calendar year, an employee will receive an attendance bonus of two hundred and fifty dollars (\$250) for each six (6) month period when no sick leave is used.

## **ARTICLE 14B – SICK LEAVE BANK**

**SECTION I:**       **Purpose:** The purpose of the Sick Leave Bank is to provide a means to obtain sick leave days to avoid loss of compensation due to prolonged illness or injury, substantiated by satisfactory medical evidence.

**SECTION II:**       **Eligibility:** All employees represented by the Union are eligible to voluntarily participate in the Sick Leave Bank.

**SECTION III:**       **Membership:** Membership is open to all employees represented by Union and who satisfy the following criteria:

- A. To qualify for participation and receipt of any benefits hereunder, there must be an initial deposit of four (4) sick days by each participating employee and each employee shall have not less than fifteen (15) sick days after their initial donation.
- B. Each year, from July 1 to June 30, a participant must contribute at least one (1) sick day.
- C. Newly hired employees will be able to participate after they acquire the minimum number of days set forth in subsection 3A.
- D. Membership may be revoked by the Sick Leave Bank Approval Committee. (SLBAC)

**SECTION IV:**       **Withdrawal:**

- A. An employee or his/her designee may request, in writing, sick leave from the bank to the SLBAC and must have used his/her accrued sick leave or submit satisfactory evidence that it will shortly be used due to the current illness or injury before any request of withdrawal may be considered.
- B. All requests must be accompanied by a physician's statement that includes, at a minimum, a beginning date of the current condition, a description of the illness or injury, a prognosis that the illness or injury of prolonged nature and a time frame for recovery and other such information as requested by SLBAC.
- C. SLBAC will render a written decision to the employee within five (5) working days after receipt of the written request and required information. The approval of any request shall require a majority vote of the entire SLBAC, i.e. three (3) votes.
- D. The amount of sick leave granted for each request will be determined by the SLBAC but in no case will exceed more than thirty (30) working days and one-third balance in the bank, whichever is less.
  - A. If the recipient returns to work before the granted sick leave is exhausted the remaining sick leave will be returned to the bank.
  - B. No grants shall be made to an employee receiving worker's compensation or disability payments of any sort.

**SECTION V: Administration:**

The Sick Leave Bank will be governed by the SLBAC comprised of five (5) members, three (3) appointed by Union and two (2) appointed by the Mayor.

Operating procedures, other than those set forth herein, may be adopted by the SLBAC subject to the approval by the Mayor.

No dispute regarding interpretation or application or administration of the sick leave bank shall be subject to the grievance/arbitration procedure and the decision of the SLBAC shall be final.

Employees may allocate up to twenty-five percent (25%) of accumulated sick leave days to the Sick Leave Bank upon their separation from employment.

All meetings and administrative matters shall be performed during non-working hours.

The above sick leave bank is established for and consists of both Local 1364 bargaining groups, laborers and foremen, not just the laborers.

**ARTICLE 15 – JURY PAY**

The Employee agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

**ARTICLE 16 – BEREAVEMENT LEAVE**

An employee covered by this contract shall be granted bereavement leave under the following conditions:

**SECTION I:** He shall submit proof of the relationship and death satisfactorily to the Director of Public Works, whereupon he shall be granted bereavement leave.

**SECTION II:** For the purpose of this section, leave with pay shall be granted on the death of husband, wife, mother, father, son, daughter, brother, sister, grandchild, grandfather, and grandmother of either the employee or his spouse; or any relative of the employee or his spouse who was actually living in the immediate household of the employee at the time of death or at the commencement of the final illness or accident.

In the event of death in the immediate family of an employee, he will be granted leave with pay in the amount of three (3) working days and such leave will not be charged to sick leave or vacation leave.

**SECTION III:** The prior section notwithstanding, an employee shall be granted up to five (5) days bereavement leave with pay in the event of the death of a spouse or child.

**SECTION IV:** In the instance of the death of a brother-in-law or sister-in-law of an employee, the employee shall be granted leave with pay in the amount of up to three (3) working days and such leave shall not be charged to sick leave or vacation leave.

The in-law referred to in the proceeding sentence shall be; employee's sister's husband, employee's brother's wife, spouse's sister's husband and spouse's brother's wife.

**SECTION V:** In the event of the death of a son-in-law or daughter-in-law of an employee, the day of the funeral will be afforded to the employee as a bereavement day with pay.

### **ARTICLE 17 – PALL BEARER LEAVE**

Any employee may request reasonable leave to serve as a pall-bearer. The employee shall elect to take such leave without pay or may charge said leave to either sick leave or vacation leave.

### **ARTICLE 18 – HEALTH AND WELFARE**

It is agreed that should any changes occur in the statutes affecting health and welfare plans, this agreement will be immediately reopened for negotiations on this subject.

Any employee desiring hepatitis shots may receive them free of charge from the Board of Health in accordance with its procedure.

### **ARTICLE 18A – DRUG AND ALCOHOL TESTING**

All employees may be tested for drug and alcohol use upon reasonable suspicion. In the event of an accident involving Town equipment and/or vehicles that results in damage and/or property damage of at least five hundred dollars (\$500) and/or personal injury and the W-8 Foreman or an administrator determines the employee was at fault, then the employee will be tested.

### **ARTICLE 19 – UNIFORMS AND PROTECTIVE CLOTHING**

**SECTION I:** If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the employer except safety shoes; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employer. All employees shall wear safety shoes while working. The employer shall provide safety glasses to all employees with the exception of the Van Driver.

**SECTION II:** The employer agrees to provide all material, equipment and tools to perform the duties assigned to the employees covered by this agreement.

**SECTION III:** The employer agrees to pay each employee an annual clothing allowance to be used toward purchase of safety shoes required to be worn, of Three Hundred (\$300.00) Dollars payable within the first three (3) pay periods of the calendar year. Employee must be actively employed when the stipend is paid in order to be eligible for it.

**SECTION IV:** The Town will reimburse each employee (except the Van Driver) in an amount up to one hundred and fifty dollars (\$150) per calendar year for prescription safety glasses provided

the employee provides a receipt for the purchase of said glasses. Receipts must be provided to the Town on or before December 31 of each calendar year and reimbursement shall be payable within the first three (3) pay periods of the calendar year. Employee must be actively employed when the reimbursement is paid in order to be eligible for it.

## **ARTICLE 20 – SAFETY COMMITTEE CODE**

A safety committee composed of four representatives of the Union and four supervisory personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices. It shall draw up a safety code which both parties to this agreement agree to enforce.

Said Committee shall also draw up guidelines for the provisions and utilization of safety equipment. Such rules and guidelines shall be implemented and followed.

## **ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE**

**SECTION I:** Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner.

- A. **STEP 1.** The President and Grievance Chair, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days. The day of the event giving rise to the grievance shall be the first working day in computing days hereunder.
- B. **STEP 2.** If the grievance has not been settled, it shall be presented in writing by the said parties grieving to the Department Head within five (5) working days after the supervisor's response is due. The Department Head shall respond to the said parties grieving in writing within five (5) working days of receipt.
- C. **STEP 3.** If the grievance still remains unadjusted, it shall be presented to the Mayor in writing by the said parties grieving within ten (10) working days. The Mayor or his designee shall meet with the parties and their representatives, if requested, and shall receive all evidence presented and shall respond to them within (10) working days. The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this Article.
- D. **STEP 4.** If the grievance is still unsettled in accordance with the procedure prescribed in Step 3 of this Section, either party may, within fifteen (15) working days after reply of the Mayor is due, by written notice to the other, take the case to arbitration. An arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The authority of the Arbitrator shall be limited to the question or questions which are submitted. The Arbitrator shall have no authority to add to, subtract from or modify any provision of this Agreement.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.

The expense of the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

**SECTION II:** No Employee of the Town shall leave his job to present, discuss or investigate a grievance without first obtaining the consent of this immediate supervisor and such consent shall not be unreasonable denied in light of the functions and duties of the particular employee and his department.

A grievance shall be considered adjusted upon failure to appeal the grievance from one step to another within the designated time limits prescribed in this procedure.

**SECTION III:** Union Grievance Committeemen and stewards may receive, discuss and handle grievances and may attend disciplinary meetings on the premises of the Town or elsewhere mutually agreed upon during working hours except where any such activities unreasonable interfere with their work. No deduction shall be made for regularly scheduled working time lost by Union Grievance Committeemen and stewards in performing their duties as provided in the Grievance Procedure and as provided for in the prior sentence. No other business of the Union shall interfere with the regular duties of the Employees.

**SECTION IV:** It is agreed that the "immediate supervisor" shall mean and include the foreman on the job or one designated by the Department Head or his agent to act as foremen in the usual foreman's absence.

The Union shall notify the Director of Public Works, in writing, as to the identity of the appointments and any change to the person holding said positions of both the President and Grievance Chair within thirty (30) calendar days of either or both.

**SECTION V:** "Working days" shall be defined as days when Town Hall is open for business.

## **ARTICLE 22 – SOLICITATION**

There shall be no solicitation of employees for Union membership or collection of Union dues during actual working hours. It is agreed that actual working hours shall not include lunch periods and rest periods.

## ARTICLE 23 – SENIORITY

SECTION I: Seniority shall be based upon the length of accumulated service in the employ of the Town since the last date of hiring, except as otherwise provided in this Agreement.

SECTION II: An employee shall have no seniority rights of any kind during the first One Hundred Eighty (180) days of employment. Upon completion of this probationary period, seniority shall accrue to said Employee beginning with the first day of employment by the Town.

SECTION III: All matters concerning layoffs and reemployment shall be subject to the provisions of Chapter 31 of the Massachusetts General Laws as amended and applicable under which seniority shall control layoffs and reemployment when the senior employees have probationary period and who is laid off for lack of work shall be given at least five (5) working day written notice of layoff by the Town.

SECTION IV: Employees shall be considered by the Town for an available opening on the basis of their ability and qualifications to perform the job. Where such ability and qualification are possessed by two or more interested employees, seniority shall control. Seniority shall be applied in accordance with Civil Service Rules.

SECTION V: The principle of seniority within each classification shall govern and control in all cases of transfer, as well as preference in assignment to shift work and choice of vacation period. An employee who wishes to exercise his seniority right in reference to his choice of a vacation period, shall request his desired vacation period at least sixty (60) days in advance, and in the even he fails to do so, other vacation requests shall be processed as received.

SECTION VI: The service of an Employee during any period of employment by the Town shall be disregarded and his seniority shall cease and terminate:

- A. If he resigned in writing;
- B. If he is discharged for just cause;
- C. If he does not return to work within fourteen (14) working days after the mailing by the Town by certified mail of a Notice to Recall sent to him at his correct address except for reasonable cause;
- D. If he is laid off for a period of time equal to his accumulated total seniority at the time of layoff but in no event to exceed three (3) years.

SECTION VII: The provisions of this Article are subject to Article 21 of this Agreement and Chapter 31 of the Massachusetts General Laws as amended and applicable.

## ARTICLE 24 – MISCELLANEOUS PROVISIONS

SECTION I:           **Bulletin Board** – Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for the notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

SECTION II:           Should any provision of this agreement be found to be in violation of any Federal or State Law, or Civil Service Rule by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

SECTION III:           **Previous Privilege:** Any benefit, privilege or working condition existing prior to this agreement not specifically covered by this agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

SECTION IV:           Deleted.

SECTION V:           **Access to Premises:** The employer to permit representatives of the United Public Service Employees Union to enter the premises at any time for individual discussions of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees and only after determining with the Department Head or his assistant what time would be most suitable.

SECTION VI:           Each employee covered by this agreement shall be supplied a copy of the agreement by the Town.

SECTION VII:           The Town recognizes the provisions of the Fair Labor Standards Act and agrees to include longevity into the base rate for the purposes of computing overtime, for so long as required by law.

SECTION VIII:           Posting vacancies will be posted in each department yard.

SECTION IX:           W-8 DPW Foremen will participate in the performance of the work at the job site as needed during normal work hours provided that such participation does not reduce the amount of bargaining unit work, overtime, and/or out-of-grade opportunities. In the event a W-8 DPW Foreman is called in to assess a service request outside of normal work hours and determines that work must be performed at a job site, a minimum of two (2) bargaining unit members will also be called in to work. This will only occur after the W-8 Foreman has reported to the job site, determined the needs of the work, and that the duration of the work will last longer than fifteen (15) minutes (i.e., the W-8 DPW Foremen will not work more than the first fifteen (15) minutes of the job). In addition to the duration of the work, the W-8 Foreman will also assess safety concerns to determine if additional employee(s) must be called in.

**ARTICLE 25 – CLASSIFICATIONS AND PAY RATES**

**SECTION I:**           Classifications and pay rates are outlined in Appendix B of this Agreement.

**SECTION II:**         The following cost of living increases shall be implemented:

- A. Effective retroactive to July 1, 2017:   2.0%
- B. Effective retroactive to July 1, 2018:   2.0%
- C. Effective July 1, 2019:                   2.0%

**SECTION III:**         Motor Equipment Repairmen will receive the Grade 5 rate, unless the Motor Equipment Repairman holds four (4) of the following Automotive Service Excellence (“ASE”) certifications (i.e., T1 Gasoline Engines, T2 Diesel Engines, T3 Drive Train, T4 Brakes, T5 Suspension and Steering, T6 Electrical/Electronic Systems, and T8 Preventative Maintenance Inspection) in Medium/Heavy Truck in which case the Grade 6 rate shall apply. If a Motor Equipment Repairman holds four (4) of the following Emergency Vehicle Technician (“EVT”) certifications (i.e., F-1 Maintenance, Inspection, & Testing; F-4 Electrical Systems; E-0 Maintenance, Inspection, & Testing; E-2 Electrical Systems; and L-1 Law Enforcement Vehicle Installation) and four (4) of the ASE certifications listed above, the Motor Equipment Repairman will receive the Grade 7 rate.

Any existing employee who is promoted to Motor Equipment Repairman must obtain four (4) of the ASE certifications listed above within three hundred and sixty-five (365) days of appointment. Failure to become certified within said time period will result in the employee being returned to his/her prior position at his/her prior rate of compensation.

A Motor Equipment Repairman hired prior to June 1, 2015, shall remain at the Grade 5 rate if he/she does not hold four (4) of the applicable ASE certifications. Motor Equipment Repairmen must obtain four (4) of the ASE certifications listed above within three hundred and sixty-five (365) days of ratification of this Agreement by both parties. If said Motor Equipment Repairmen do not obtain the ASE certifications within said time period, then the Motor Equipment Repairmen who do not obtain the certifications will be placed back on the Grade 5 rate at the conclusion of the three hundred sixty-five (365) day time period. In regard to newly hired Motor Equipment Repairmen, failure to obtain at least four (4) of the applicable ASE certifications listed above within three hundred and sixty-five (365) days of hire will result in termination.

The Town will pay for the cost of the applicable examinations (up to a maximum of four (4)) and course materials, but employees will not receive compensation for any class time. The employee is responsible for the cost of any additional examinations and/or course materials.

**SECTION IV:**         Laborers will be hired at the Grade 2, Step I rate which shall apply for the first twelve (12) months of employment. The Grade 3, Step I rate shall apply commencing on the thirteenth (13<sup>th</sup>) month of employment and continue until the employee has completed twenty-four (24) months of employment. Thereafter, the current Grade 4, Step I rate shall apply, and the employee shall earn the designation Skilled Laborer.

**SECTION V:**         The Van Driver shall be placed at the Grade 4 rate, however, the Van Driver may be required to perform other bargaining unit work as assigned.

SECTION VI: Skilled Laborers will not receive out-of-grade pay, unless performing a job assignment that requires a CDL or Hoisting License, except that Skilled Laborers who work out-of-grade as a Flood or Sewer Pump Station Operator, or Working Foreman, if assigned by administration, will receive the Grade 5 rate.

SECTION VII: Employees assigned to the Water Treatment Department shall receive the rates of compensation outlined in Appendix B of this Agreement, based on the license(s) the employee holds.

In order to remain in the Water Treatment Department or Water Distribution Department, as applicable, an employee must pass the examination for an Operator in Training within three hundred and sixty-five (365) days of appointment (note: any employee who holds a position in the Water Treatment or Water Distribution Department as of July 1, 2015 shall not be subject to this requirement). Failure to pass the examination within said time period will result in the employee being returned to his/her prior position at his/her prior rate of compensation. In regard to newly hired employees, failure to pass the examination within said time period will result in termination.

The Town will pay for the cost of the applicable class one time and the employee will receive his/her regular rate of compensation while attending the class. The employee is responsible for the cost of any additional classes, and will not be paid for any time spent attending additional classes. If the employee fails to pass the examination within the three hundred and sixty-five (365) day time period, the cost of the class, including mileage, will be deducted from the employee's pay (note: normal continuing education course work not associated with passing the examination will not be deducted from the employee's pay). Said deduction will be in the amount of fifty dollars (\$50) per week, unless a greater amount is authorized by the employee, until the total amount is recouped by the Town. In the event an employee leaves employment with the Town prior to the total amount is recouped, then the remaining amount shall be deducted from the employee's final paycheck.

SECTION VIII: Employees in the Water Treatment Department who hold a D3 License (Full Status) shall be eligible for a Six Hundred Dollar (\$600) annual stipend. Said stipend shall be payable within the first three (3) pay periods of the calendar year for licenses held the previous calendar year. Stipend payments for any licenses or certifications, if not held by the employee for the entire previous calendar year, will be prorated based on the amount of full calendar months that the employee held the license or certification. Employee must be actively employed when the stipend is paid in order to be eligible for it.

SECTION IX: Employees in the Water Distribution Department who hold a T3 License (Operator in Training) shall be eligible for a Six Hundred Dollar (\$600) annual stipend for licenses. Said stipend shall be payable within the first three (3) pay periods of the calendar year for licenses held the previous calendar year. Stipend payments for any licenses or certifications, if not held by the employee for the entire previous calendar year, will be prorated based on the amount of full calendar months that the employee held the license or certification. Employee must be actively employed when the stipend is paid in order to be eligible for it.

SECTION X: The Union agrees that the Town may implement bi-weekly paychecks. Bi-weekly paychecks will commence when implemented with all other bargaining units. If a payroll error occurs, the Town will make the correction during the next payroll or non-payroll week, whichever is sooner. The Town will create a form to be used to report payroll errors.

SECTION XI: Effective July 1, 2017, all employees are required to receive their compensation through direct deposit.

SECTION XII: The Working Foremen shall be upgraded to the Grade 8 rate effective upon ratification of this Agreement.

### ARTICLE 26 – DURATION

SECTION I: **Effective Date:** This Agreement shall be in full force and effect from July 1, 2017, to and including June 30, 2020.

SECTION II: **Termination:** This agreement will remain in effect for the balance of the above stated period in Section I herein. At the end of that period, either party may terminate this agreement provided such termination is transmitted through the Registered U.S. Mails to the responsible signatories to the agreement. In no case may a termination notice be sent less than sixty (60) days prior to the termination date herein agreed.

SECTION III: **Renewal:** Should neither party to this agreement send a notice of termination as described in Section II, this agreement will be considered to have been automatically renewed for another fiscal year.

SECTION IV: **Changes:** Should either party to this agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to the agreement prior to the sixty (60) days before termination date of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the article shall preclude the Union from modifying any previous proposals during the course of the negotiations.

### ARTICLE 27 – LONGEVITY

Effective January 1, 2006, the longevity shall be paid in the following amounts:

- A. As of January 1<sup>st</sup> of each year for 15 years of continuous full time service - \$500.00
- B. As of January 1<sup>st</sup> of each year for 20 years of continuous full time service - \$1,000.00

Effective January 1, 2019, the longevity benefits above shall be rolled into the salary schedule as new longevity steps. In order to reach said steps, employees must meet the continuous years of service requirements above by July 1st of any year and have reached the MAX step on the pay scale.

Effective upon the removal of Civil Service, the 15 year step and the 20 year step shall be increased by an annual amount of \$1,000, which shall be converted to an hourly amount (\$0.4808/hour).

**ARTICLE 28 – UNION BUSINESS LEAVE**

Members of the Union as may be elected or designated as delegates to represent the Union shall be granted leave from their work, with no loss of pay, under the following terms and conditions during the term of this agreement.

- A. It is understood and agreed that although they may be paid for Union Business Leave, they are not to be considered as being within the scope of their employment while traveling to, attending or returning from any convention.
- B. The only conventions covered in this Article are those hereinafter listed and only the number of employees listed below may receive the benefits of the said Article and only for the time period listed below. An employee elected by UPSEU as delegate or an alternative (limited to a total of two employees) shall be entitled time off to attend the following:
  - 1. Two days each annually to attend Union convention advanced officer and steward training and
  - 2. Three days every year to attend Union officers and steward training. A delegate or alternative requesting time to attend either or both of the above conventions shall upon return submit evidence satisfactory to the Director that he did attend the convention.

**ARTICLE 29 – PROMOTIONAL TRAINING PROGRAMS**

The parties agree that in-service promotional opportunities should be fostered. To make such a policy effective, the parties agree to cooperate in establishing in-service training programs to improve the present capabilities of employees and to qualify them for advancement.

The Union shall designate a committee of four (4) employees whose wages and conditions of employment are covered under the terms of this agreement, which committee shall meet from time to time with representatives of the Town, at the request of either party, to discuss and incorporate such agreed upon programs for implementation.

**ARTICLE 30 – HEALTH AND LIFE INSURANCE**

Percentage of premium payments by employees and Town effective July 1, 2009:

	<u>Employee</u>	<u>Town</u>
Master Medical	40%	60%
PPO	40%	60%
HMO	25%	75%

The Town shall have the right to purchase said group insurances from such providers and for such premiums as its deems to be in the best interest of the Town and its employees, so long as there is no change in the benefits provided under said insurance coverage.

To the extent permitted by the life insurance provider under the health insurance policy, employees may purchase at their sole cost and expense term life insurance up to their annual base salary.

**ARTICLE 31 – WORKING OUT OF GRADE**

An employee, subsequent to the funding of this agreement, who is instructed to work in a grade higher than his current grade shall be paid for the time working in said higher grade at the step level in said grade that is fifty (50) cents more than his normal pay grade and if none then the step in said higher grade that is more than, but closest to, said fifty (50) cent differential.

In the event of a promotion, the employee will be placed at the step level in said grade that is fifty cents more than his/her normal pay grade and, if none, then the step in said higher grade that is more than, but closest to, said fifty cent differential.

**ARTICLE 32 – ANNUAL STEP RAISES**

Effective July 1, 2019, the Employer agrees that each employee will receive a step raise between Step 1 through Step 3 of the classification within the first pay period following July 1<sup>st</sup>, provided, however, that the initial step raise shall begin July 1<sup>st</sup> only if an Employee has completed the One Hundred and Eighty (180) days of employment probationary period.

**ARTICLE 33 – CLASSIFICATION OF EQUIPMENT**

Except as hereinafter set forth, vehicles will be classified in accordance with the Municlass manual. Versalift Truck operator currently in Forestry Division will be paid a Grade 6 pay rate pursuant to Article 31.

The employer agrees to reclassify the following pieces of equipment into the Grade 7 pay rate; employees who operate the following equipment will be paid the Grade 7 pay rate pursuant to Article 31, while assigned:

- |                                   |                       |
|-----------------------------------|-----------------------|
| 1. JOHN DEERE FRONT END LOADER    | OPERATIONS DEPARTMENT |
| 2. FORD TRACTOR WITH BACK HOE     | OPERATIONS DEPARTMENT |
| 3. FRONT END LOADER               | OPERATIONS DEPARTMENT |
| 4. HOUGH LOADER                   | WATER DIVISION        |
| 5. FORD TRACTOR/LOARDER, BACK HOE | WATER DIVISION        |
| 6. LOG LOADER                     | OPERATIONS DEPARTMENT |
| 7. FORD LOADER                    | OPERATIONS DEPARTMENT |
| 8. DODGE PIPE CRANE               | WATER DIVISION        |

The Town will provide training to members on how to operate special equipment and/or heavy equipment utilized by the Department of Public Works as the Director of Public Works determines in his sole discretion.

## **ARTICLE 34 – PERSONAL DAYS**

Employees shall be credited with three (3) personal days on January 1st of each year. Employees must provide 24 hours prior notice to employer of intent to use a personal day.

## **ARTICLE 35 – LICENSE FEES**

In the event the Town requires an employee to obtain or maintain a special license issued by the Registry of Motor Vehicles, he shall be reimbursed for the out of pocket cost of license, and in the case of a CDL or similar license, the amount of reimbursement will be the difference between the cost of that license fee and his class I license.

If a medical examination is required in the future in order to obtain, or maintain, a hoisting license the Town, at its sole option, will either have the examination performance by the Town's designated physician or it will reimburse the employee for the cost of said examination that is not covered by the employee's health insurance.

As required by Accounting, "proof of purchase" (i.e., documentation) is required for reimbursement.

## **ARTICLE 36 – VEHICLE MONITORING**

**SECTION I:** The Union agrees to the installation and activation of a global positioning system (GPS) in any or all Town- owned vehicles and equipment for the purpose of further enhancing efficiency and quality of delivery of services to Town residents.

**SECTION II:** It is understood that disciplinary actions against and excessive monitoring of Town employees is neither the primary purpose, nor the intended result of the implementation of the GPS system. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based upon independent supporting facts, gathered before or after the GPS information, which comport with the just cause standard.

**SECTION III:** It is agreed that a "Chain of Command" shall be followed. Specifically, whoever is monitoring the GPS information shall contact the Director of the Department of Public Works whenever a question or concern is triggered by GPS. Further, the Director of the Department of Public Works shall have the sole responsibility to make the initial determination as to whether an Employee's activity, which has been identified via GPS technology, is appropriate or not.

**SECTION IV:** The use of GPS is not intended to result in any reduction in the bargaining unit. The Town shall not seek to eliminate positions, specifically as a result of the use of GPS.

**SECTION V:** The Union shall have access to any and all GPS reports and/or data that is directly related to a disciplinary action, upon written request. The requests are limited to reports generated within twenty-four (24) hours before and after the date/time of an applicable infraction, unless the Town is utilizing a longer time period for purposes of the discipline in which case the Union will be entitled to the reports generated within the applicable time period.

SECTION VI: Attempts by members to mask, disable, or damage the GPS devices and/or equipment will be dealt with in accordance with the just cause standard.

SECTION VII: The Town agrees to individually inform all employees within a specific department of the installation of GPS on any or all of its vehicles and/or equipment. Following this notice, both parties agree that no employee shall be allowed to contest an employment action based upon their lack of knowledge of the GPS installation.

SECTION VIII: The Town and Union agree that authorization is required for an employee to work outside of the boundaries of the town of West Springfield.

### **ARTICLE 37 – LICENSE STIPENDS**

An Employee who holds a valid Commercial Driver’s License Class B or higher and Hoisting License 2B or higher shall receive an annual stipend of \$200.00. An Employee who holds a valid Commercial Driver’s License Class A and Hoisting License 2B or higher shall receive an annual stipend of \$400.00. Effective January 1, 2019, said stipends shall be payable within the first three pay periods of the calendar year for licenses held during the previous calendar year. Stipend payments for any licenses or certifications, if not held by the employee for the entire previous calendar year, will be prorated based on the amount of full calendar months that the employee held the license or certification. Employee must be actively employed when the stipend is paid in order to be eligible for it.

### **ARTICLE 38 – STATUTORY LEAVE**

The Town shall offer leave in accordance with the requirements of the Family and Medical Leave Act (FMLA), Domestic Violence Leave Act (DVLA), Small Necessities Leave Act (SNLA) and the Parental Leave Act (PLA) provided the employee is eligible for leave pursuant to said laws.

### **ARTICLE 39 – CIVIL SERVICE REMOVAL**

If, during the life of this agreement, the civil service law is abolished by legislative action or through home rule petition, the pertinent provisions of employee coverage that are no longer applicable by such abolition shall be replaced by the following:

FOR ALL PERMANENT CIVIL SERVICE MEMBERS AND/OR LABOR SERVICE MEMBERS: The Town will apply M.G.L. c. 31 to all members of the Union who have permanent civil service at the time of the elimination of civil service and/or labor service status, and such grandfathered status under M.G.L. c. 31 will continue to apply throughout the period of the employee’s continuous employment with the Town as a member of the Union. In regard to disciplinary actions, such members may choose to file a demand for arbitration or an appeal to the Civil Service Commission. Such determination must be made after receipt of the appointing authority’s decision after hearing. Should the employee choose to pursue arbitration, the matter will be submitted directly to arbitration in accordance with the grievance and arbitration procedures contained herein. In addition, members separated from positions under M.G.L. c. 31, §39 shall be reinstated after being given written notice by first class mail.

FOR ALL NON-CIVIL SERVICE MEMBERS (NOTE: LABOR SERVICE POSITIONS SHALL CONTINUE TO BE COVERED BY THE LABOR SERVICE RULES AND THE FOLLOWING PROVISIONS SHALL NOT APPLY):

Just cause, notice, hearing, decision, appeal: After the completion of a six-month probationary period, no member shall be discharged, removed, suspended, laid off, involuntarily transferred, reduced in rank or compensation, or otherwise disciplined in accordance with Article 4, nor his/her position be abolished except for just cause. Prior to being discharged, removed, suspended for a period of more than five (5) days, laid off, or reduced in rank or compensation, the member will be given a hearing before the appointing authority or its designee after being provided with a written notice of the time and place of such hearing and the action contemplated and the specific reason or reasons for such action at least three (3) business days prior to the holding thereof, except that if the action contemplated is a layoff because of lack of work, lack of money, or abolition of position, the member shall be given at least seven (7) business days prior notice. Within seven (7) business days after the completion of the hearing, the member shall be given a written notice of the decision, which shall state fully and specifically the reasons therefore. Thereafter, the member may, within ten (10) working days after said action has been taken, request binding arbitration in accordance with the grievance and arbitration procedure contained in this Agreement.

Suspensions of five (5) days or less: A member may be suspended for just cause for a period of five (5) days or less by the appointing authority or its designee without a hearing prior to such suspension. Within twenty-four (24) business hours after imposing a suspension under this paragraph, the member suspended shall be provided with a written notice stating the specific reason or reasons for the suspension. Within forty-eight (48) business hours after receipt of such notice, the member may file a written request for a hearing before the appointing authority on the question of whether there was just cause for the suspension. If such request is filed, the member shall be given a hearing before the appointing authority or its designee within five (5) business days after receipt by the appointing authority of such request. Whenever such hearing is given, the appointing authority shall give the member suspended a written notice of his/her decision within seven (7) business days after the hearing. Thereafter, the member may, within ten (10) working days after said action has been taken, request binding arbitration in accordance with the grievance and arbitration procedure contained in this Agreement.

Probationary period: Each employee will serve a six-month probationary period, during which demotions, suspensions, and/or discharges are not subject to the grievance and arbitration procedure.

Reduction in Force: The following language shall replace the Reduction In Force Article:

In the event that a reduction in the number of employees covered by this agreement is deemed necessary by the Town, it shall so advise the Union and meet and confer with the Union. The layoff procedure set forth below will be utilized to affect the reduction in all cases, except where the parties may otherwise agree.

- A. Non-civil service employees shall be laid off before any permanent civil service employees. Labor service employees who have not completed the six-month probationary period shall be laid off before any labor service employees who have completed the probationary period. The following considerations shall be used to determine the order of layoff for non-civil service

employees and labor service employees who have completed the applicable probationary period:

1. Length of service computed from the date of initial employment by the Town as a bargaining unit employee.
2. Knowledge, training, ability, skill and personnel record.
3. Physical fitness; and
4. Leadership qualities.

Where factors (2), (3), and (4) are relatively equal, non-civil service employees and labor service employees who have completed the applicable probationary period shall be laid off in the inverse order of their seniority as computed from the initial date of employment by the Town as a bargaining unit employee.

- B. If after all non-civil service employees are laid off, additional layoffs are still necessary, permanent civil service employees will be laid off in the inverse order of their seniority as set forth below:

A permanent employee who has the least seniority, measured from the first day of service in that grade, will have the right to bump down into the next lower grade and shall be presumed to have the highest seniority for purposes of this section in that grade. If that or any subsequent bumping requires a reduction of the total number of employees in a next lower grade, the employee who has the least seniority in the said lower grade, measured from the first day of service in that grade, will in turn have the right to bump down into his next lower grade under the same conditions as set forth above. After the bumping process has been completed in the manner set forth above, necessary layoffs will be made in the lowest contractual grade in which custodians are employed in inverse order of seniority measured from the first day of service in the said lowest grade.

- C. To the extent practical, normal attrition will be used to accomplish any reduction in the work force. That is, employees who die, resign, or retire will not be replaced by new employees if there are permanent civil service employees laid off. When permanent civil service employees are laid off, the Town agrees not to hire any new employees to fill permanent vacancies to which a laid off permanent civil service employee may be qualified and available for recall.
- D. If an employee becomes separated from their position because of lack of work or lack of money or abolition of position, their name shall be placed by the Town on a re-employment list according to seniority.
- E. In the event that a court or administrative agency of competent jurisdiction determines that any of the foregoing sections of this Article are contrary to state law, the remaining sections shall remain in full force and effect.

Vacancies: The following language shall be added to the Vacancies Article: Permanent civil service employees shall have preference over non-civil service employees for purposes of promotional

appointments as defined above. Labor service employee who have completed the six (6) month probationary period shall have preference over labor service employees who have not completed the six (6) month probationary period for purposes of promotional appointments as defined above.

The Town agrees to file a home rule petition to eliminate civil service (labor and official service). The Union agrees to provide a letter in support of said petition.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed by their agents hereunto duly authorized on this 14<sup>th</sup> day of March, 2019.

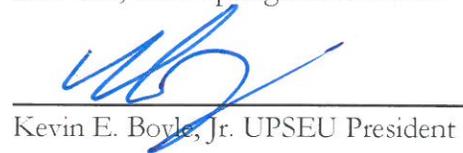
TOWN OF WEST SPRINGFIELD



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William Reichelt, Mayor

UNITED PUBLIC SERVICE  
EMPLOYEES Union, Local 424 Unit MA  
DIV 103, West Springfield Laborers



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Kevin E. Boyle, Jr. UPSEU President



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David Carr, Unit President

**APPENDIX A – DUES DEDUCTION FORM**



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
HEADQUARTERS**

3555 Veterans Memorial Hwy., Suite H, Ronkonkoma, NY 11779  
(631) 738-8773

**APPLICATION FOR MEMBERSHIP**

*I the undersigned, hereby apply for admission to membership in UPSEU and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation. If admitted to membership, I agree to abide by the laws of the Local Union Constitution and By-Laws; and, I hereby authorize any employer by whom I am employed, to deduct monthly union dues or other membership obligations from my wages and remit the same to UPSEU. This authorization shall continue from the date of signing for a period of one (1) year and year to year thereafter if not revoked by written notice to representation to the union not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or the expiration of any collective bargaining agreement whichever is earlier in accordance with the rules set forth on the reverse side of this application, which rules are incorporated as if fully set forth herein.*

Name \_\_\_\_\_ Classification \_\_\_\_\_  
(Print Full Name)

Address \_\_\_\_\_ Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer \_\_\_\_\_ Present wkly salary or hrly wage \_\_\_\_\_

Date of Hire \_\_\_\_\_ E-mail Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant – DO NOT PRINT) Phone \_\_\_\_\_ (Date of Application)

**APPENDIX B – WAGE SCALE**

**Job Classifications**

W-1	Laborer
W-2	n/a
W-3	n/a
W-4	Skilled Laborer Motor Vehicle Operator Van Driver
W-5	Motor Equipment Repairman Pumping Station Operator Water Meter Repairman
W-6	Motor Equipment Operator Tree Specialist
W-7	Senior Pumping Station Operator Special Motor Equipment Operator Working Foreman

**Pay Grades/Rates (see next page for rates)**

1	n/a
2	Laborer (Probationary Period 0-12 Months)
3	Laborer (Probationary Period 13-24 Months)
4	Skilled Laborer Motor Vehicle Operator Van Driver
5	Motor Equipment Repairman Pumping Station Operator Water Meter Repairman Skilled Laborer (Water Department Operator in Training)
6	Motor Equipment Operator Tree Specialist Motor Equipment Repairman with 4 ASE Certifications Pumping Station Operator with T-1 License Water Meter Repairman with D-1 License Skilled Laborer (Water Department) with Full Status D-1 or T-1 License
7	Senior Pumping Station Operator Special Motor Equipment Operator Motor Equipment Repairman with 4 ASE and 4 EVT Certifications Pumping Station Operator with T-2 License Pumping Station Operator with T-3 License (Operator in Training) Water Meter Repairman with D-2 License Water Meter Repairman with D-3 License Skilled Laborer (Water Department) with Full Status D-2 or T-2 License Skilled Laborer (Water Department) with Full Status D-3 License Skilled Laborer (Water Department) with T-3 License (Operator in Training)
8	Working Foreman

### Pay Rates

<b>FY2018 (2% Increase)</b>			
STEP:	I	II	III/MAX
GRADE			
1			
2	17.0954		
3	17.4889		
4	18.9548	20.2062	21.0245
5	19.7532	20.8855	21.7160
6	20.6828	22.1012	22.9555
7	21.4457	22.9355	23.8017

<b>FY2019 (2% Increase)</b>					
STEP:	I	II	III/MAX	MAX + 15	MAX + 20
GRADE				<i>Effective 1/1/2019</i>	
1					
2	17.4373				
3	17.8387				
4	19.3339	20.6103	21.4450	21.6854	21.9258
5	20.1483	21.3032	22.1503	22.3907	22.6311
6	21.0965	22.5432	23.4146	23.6550	23.8954
7	21.8746	23.3942	24.2777	24.5181	24.7585
8	25.1082	26.8222	27.7736	28.0293	28.285

<b>FY2020 (2% Increase)</b>					
STEP:	I	II	III/MAX	MAX + 15	MAX + 20
GRADE					
1					
2	17.7860				
3	18.1955				
4	19.7206	21.0225	21.8739	22.1191	22.3643
5	20.5513	21.7293	22.5933	22.8385	23.0837
6	21.5184	22.9941	23.8829	24.1281	24.3733
7	22.3121	23.8621	24.7633	25.0085	25.2537
8	25.6104	27.3586	28.3291	28.5899	28.8507