

COLLECTIVE BARGAINING AGREEMENT

By and Between

Town of East Longmeadow

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424M - MADIV 120
East Longmeadow Town Professional Employees**

July 1, 2023 through June 30, 2026

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AGREEMENT

This Agreement is between the Town of East Longmeadow ("Town") and the United Public Service Employees Union Local 424m, Professional Unit.

TOWN AND UNION RELATIONSHIP

ARTICLE 1 RECOGNITION

- A. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours and other conditions of employment for the bargaining unit members.
- B. The Union agrees that it shall act as exclusive bargaining agent for all employees covered by this Agreement and it shall act, represent, negotiate and bargain collectively for all employees within the bargaining unit.
- C. The only persons qualified to interpret this Agreement on behalf of the Union shall be the Union Board or their successors and the only persons to interpret this Agreement on behalf of the Employer shall be the Town Manager.
- D. It is hereby agreed that the positions of Assistant to the Town Manager and Human Resources Generalist shall be considered confidential positions and therefore not considered a part of the bargaining unit.
- E. Employees shall tender bi-weekly membership dues by signing the Authorization of Dues form below. During the life of this Agreement and in accordance with the terms of the form of Authorization of Checkoff 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 executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made the fourth week of each succeeding month.

**EAST LONGMEADOW UNITED PUBLIC SERVICE EMPLOYEES UNION
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES
OR AGENCY SERVICE FEES**

During the course of any employment orientation program for new employees, or during the first month of a new hire's employment, where such orientation programs do not exist, the union shall be provided an opportunity to meet such new employees on employee time. Such time shall not exceed twenty (20) minutes.

EFFECTIVE: _____

I, _____ hereby request and authorize the Town
(Printed name of employee)

of East Longmeadow Finance Department to deduct from my earnings bi-weekly, the amount of \$ _____. This amount shall be paid to the Treasurer of the East Longmeadow United Public Service Employees Union, local 424M and represents payment of my Union Dues or Agency Service Fee. I further authorize any change in the amount to be deducted which is certified by the above-named Association as a uniform change in its Union Dues or Agency Service Fee structure.

This authorization shall remain in effect unless terminated by me upon sixty (60) days advance written notice to the Association and the Employer or upon termination of my employment.

Signature of Employee: _____

Employee's Name: _____

Department: _____

Home Address: _____

Preferred Telephone Number: _____

(No entries below this line)

Agency Service Fee

To comply with the Supreme Court Decision in Janus v AFSCME:

The portions of this paragraph relating to the payment of Agency Service Fees on a compulsory basis shall be suspended for as to as long as the U.S. Supreme Court's decision in Janus v. AFSCME remains effective.

In accordance with Chapter 178 of the Acts of 1973 (M.G.L. c, ISOE §12) effective thirty (30) days after the signing 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 to the Union an Agency Service Fee. Such fee shall be paid bi-weekly commensurate with the periodic dues charged by the Union to its members. 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 checkoff 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 checkoff and agency fee provision upon presentation of proper evidence thereof.

ARTICLE 2 NON-DISCRIMINATION

Neither the Town nor the Union shall discriminate against any person with respect to promotion, assignment or any other matter relating to wages, hours or working conditions because of race, religion, creed, color, age, sexual orientation, national origin, ancestry, genetic information, gender identity, veteran or military status, qualified handicap or disability, mental illness, or any other protected category by applicable federal, state or local law. Union membership or Union activities or lack of Union membership, or because he/she has filed or processed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute relating to wages, hours or conditions of employment. All persons covered by the terms of this Agreement shall receive equal and full protection hereunder.

ARTICLE 3 MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically abridged or limited by the provisions of this Agreement, the Town Manager, has and will continue to retain, whether exercised or not all of the rights, powers and managerial obligations and prerogatives of management of the employees. Such rights shall include, but not be limited to:

- (a) determine the selection, care and use of equipment and property of the Town.
- (b) establish, alter and supervise departmental policies.
- (c) establish or discontinue departmental procedures.
- (d) select, hire, promote and otherwise evaluate employees.
- (e) prescribe and establish reasonable rules and regulations for the maintenance of good order and efficient operation of the Town. It is

recognized that the Union reserves the right to question the reasonableness of these aforesaid managerial rights through the grievance procedures of this Agreement.

ARTICLE 4 NEGOTIATIONS

Upon request by either party, negotiations shall commence at least two hundred and seventy (270) days prior to June 30th of the year of expiration.

PROTECTION OF EMPLOYEES ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

For the purpose of this procedure, a dispute which may arise between the parties involving the meaning or interpretation of a clearly stated clause in this contract shall be resolved in the following manner; except that a work rule that is the subject matter of a grievance shall not be subject to binding arbitration. The parties will share equally any administrative costs and fees of the Arbitrator except cancellation or postponement fees, unless mutually agreed otherwise.

STEP 1A: The Union Steward and/or representative, with the aggrieved employee, shall meet with the immediate supervisor or department head to discuss and try to resolve the issue prior to filing a formal written grievance. If no resolution can be agreed upon the employee has the right to move to the next step.

STEP 1B: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor/department head within seven (7) additional working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor/department head shall attempt to adjust the matter and shall respond to the Steward within seven (7) working days of receiving the grievance.

STEP 2: If the grievance remains unadjusted, it shall be presented to the Town Manager in writing within ten (10) business days after the response of the supervisor/department head is due. The Town Manager or their designee shall conduct a hearing within thirty calendar (30) days, allowing all interested parties to be heard and shall respond in writing within fifteen (15) working days of the hearing.

STEP 3: If the grievance is still unsettled, either party may request arbitration within thirty (30) days after the reply or after the date the response was due.

In the case of arbitration proceedings, the services of the State Board of Conciliation and Arbitration shall be used, provided that the Town Manager or the Union shall retain the right to use the services of the American Arbitration Association in cases of disciplinary suspension or termination.

Except with good and sufficient cause as determined by the Arbitrator no evidence may be introduced at an arbitration hearing (a) by a witness, (b) through a document, or (c) by testimony unless such witness, document and/or testimony has been presented to the other party during the grievance proceeding or at least one (1) week before the arbitration hearing.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

Grievances involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the Arbitrator shall have the power to direct a resolution of the grievance, up to and including restoration to the job with all compensation and privileges that would have been due the employee.

Employees will not be disciplined without specific reason based on just cause and in writing. In disciplinary cases, the Arbitrator shall be strictly limited to determining (1) whether, on all the evidence, a reasonable person would conclude that it was more probable than not that the employee(s) committed the act, engaged in the conduct or failed to perform the duties, which act, conduct or failure was the reason or reasons assigned as the cause for the discipline, and (2) whether such act, conduct or failure reasonably constitutes cause for discipline. Upon making affirmative answers to both questions, the Arbitrator may evaluate the severity of discipline (unless otherwise prescribed by law or agreed by the parties) based upon the principle of progressive discipline.

The parties recognize that the principle of progressive discipline typically includes the following steps: documented oral reprimand, written reprimand, disciplinary suspension and discharge. While it is the intent for the Town to follow this principle the parties recognize that there are circumstances, due to the nature of the violation, when progressive discipline cannot be followed and a more severe discipline must be administered.

Any grievance not processed by the Union within the time limitations provided shall be deemed to have been waived.

The aggrieved may waive the right of a hearing at any step in the grievance procedure. The time limits at any step in the grievance and arbitration procedure may be extended by mutual agreement between the Town Manager and the Union.

Oral and written warnings which have been issued more than twelve (12) months prior will not be relied upon for the purpose of imposing discipline.

Choice of Remedy - Grievance Procedure

An employee shall have the right to choose another forum other than the grievance and arbitration procedure. However, if this forum is elected, the employee is excluded from proceeding under the grievance and arbitration procedure. This choice shall be made by

the employee prior to the beginning of the third (3rd) step of the grievance procedure. The Union shall have no responsibility to represent the employee in any other forum.

ARTICLE 6 REGRADING

- A. Each employee covered by this Agreement shall be considered for a regrading within thirty (30) days of assuming additional duties of a substantial nature.
- B. Employees who are increased in labor grades through promotion or other authorized means will be subject to a 30-day trial period. They will remain at their current rate during this period, after which time if their performance is satisfactory and the employee is satisfied with the new position, a rate of pay two steps above their current rate, in the new grade, shall be approved retroactively from the beginning of said trial period. In addition, an employee who is increased in a labor grade pursuant to this provision shall receive credit toward any step increase for that period of time during which the employee was actually performing those duties which necessitated or warranted the regrading of his/her position.
- C. Each Employee covered by this agreement who is being considered for a regrading shall have the opportunity to meet with his/her Department Head and the Human Resources Director to discuss the basis for the proposed regrading. A submission shall be made by the Department Head to the Human Resources Director and shall include the following:
- Current job description and a list of additional duties and responsibilities of the employee.
 - A market analysis of similar positions from surrounding and comparable communities
 - Other material and data appropriate to the request may also be submitted to the Human Resources Director
- D. Each submission as to a position being considered for regrading shall be evaluated by the Town Manager or its designee, and its decision shall be subject to arbitration for further review, if deemed unreasonable by the Union, and if the decision is made more than twelve (12) months prior to the expiration date of this Agreement; otherwise, the matter will be reserved for successor negotiations.

ARTICLE 7 TEMPORARY PROMOTION

If an employee is required to assume the major duties of a higher grade position which is temporarily vacant extending beyond thirty (30) days, said employee shall be paid at the current grade rate of the vacant position beginning on the thirty-first day. Said employee's "step" level will change in accordance with the normal procedure for promotions, i.e., the "step" in the new grade two steps above their current rate. Upon return of the absent employee, said employee shall revert to his/her original grade and pay rate.

If an employee is required by the Department Head or Town Manager, in writing, to assume the major duties of an equal or lower grade position which is temporarily vacant extending beyond thirty (30) days, said employee shall be paid a stipend of seventy-five (\$75.00) per week.

Department Heads, or in the absence of a Department Head, the Town Manager may require bargaining unit employees to temporarily assume the duties and responsibilities of a Department Head. In such circumstances, the bargaining unit employee who is filling in for the Department Head will receive a provisional rate of pay of an additional \$5 per hour after 30 days of performing such work if the Department Head is on a leave of absence or immediately if the Department Head position is vacant while the bargaining unit employee is performing that work.

The determination that an employee temporarily assumes higher duties will be made by the employee's Department Head. At the end of the temporary assignment, the employee shall have the right to return to his/her previous position with accrued seniority and other accrued benefits for the time spent in the temporary position.

ARTICLE 8 EXISTING CONDITIONS OF EMPLOYMENT

Before the Town Manager adopts a change in policy which affects wages, hours or other conditions of employment which is not covered by this Agreement, and which has not been proposed by the Union, the Town Manager will notify the Union in writing. The Union will have the right to discuss the changes with the Town Manager provided it files a request with the Town Manager within five (5) days after receipt of said notice.

ARTICLE 9 REVALUATION

In the event of a decision to conduct a job revaluation study, the Union will be notified in writing and have the opportunity to have a representative on the selection committee for the hiring of a contractor who is to perform the study.

ARTICLE 10 VACANCIES

- A. When a vacancy within the bargaining unit occurs, notification should be posted in all departments for not less than two (2) weeks prior to the closing date of applications, and should clearly state the minimum qualifications and other criteria for employment eligibility. It should also state the documentation needed to be submitted, e.g., recommendations, etc.
- B. Employees who wish to be considered must make written application and submit documentation within the two (2) week period,
- C. In filling vacancies in the instant bargaining unit, employees within the bargaining unit must be given first preference for the job, provided that the Town determines

that they are qualified for the position. Transfer from one Department to another in positions covered by this bargaining unit will not affect an employee's standing regarding benefits outlined in this Agreement.

- D. When grade and qualifications are substantially equal, preference shall be given to the most senior employee.
- E. Whenever possible, if a position is eliminated and another position is established containing some of the same duties, preference will be given to the employee occupying the position if qualified or if the employee can be trained to become qualified”

ARTICLE 11 TEMPORARY EMPLOYMENT

- A. The Town may affect a transfer of an employee or hire a short-term temporary employee for a term anticipated to be less than six (6) months, or for the duration of an authorized employee leave of up to twelve (12) months:
 - 1. To perform specific tasks;
 - 2. To staff specific projects or grants of a temporary nature;
 - 3. To replace an employee who is absent or on leave;
 - 4. To fill a vacant bargaining unit position for which an active permanent employee search is underway; or
 - 5. Where there is a substantial likelihood that the funding available for the position will not continue beyond the six (6) months.
- B. A short-term temporary employee shall not be a member of the bargaining unit and shall not become a regular employee unless subsequently hired in accordance with Articles X and XIV of this Agreement.

ARTICLE 12 JOB DESCRIPTION

Each employee covered by this Agreement shall receive a copy of his/her job description, as well as a copy of his/her amended job description, if applicable.

ARTICLE 13 SENIORITY

- A. Seniority shall mean an employee's continuous and uninterrupted service with the Town. The seniority of all employees subject to this Agreement shall date from the employees more recent start date, except that if a temporary employee is hired into a regular position with the Town his/her seniority shall include that period of time he/she was employed at the Town as a temporary employee.
- B. It shall not be considered an interruption of service and employees shall continue to accrue seniority during: FMLA leave or unpaid disability leave; paid leaves of

absence, which shall include paid parental leave; and any time when an employee is on a leave of absence and receiving disability insurance benefits.

- C. It shall be considered an interruption of service and employees shall not continue to accrue seniority during periods of layoff and other unpaid leaves of absence other than FMLA leaves, parental leave or unpaid disability. However, in the event the employee returns to his/her employment after a layoff, furlough or other unpaid leave, he/she shall reassume the same amount of seniority that he/she previously had except as specified in Paragraph E of this Article.
- D. An employee's seniority will terminate on the date that he/she resigns or is terminated for cause, or has been on a leave of absence for twelve (12) months.
- E. An employee's seniority will terminate upon his/her failure to answer a recall from layoff, or the expiration of two (2) years from the date of layoff, whichever occurs first.
- F. Within thirty (30) days after the execution of this Agreement, the Employer will publish seniority lists for each job category utilizing the definition of seniority in this Article. The seniority list shall be posted in each office and distributed to each member of the bargaining unit.
- G. No employee will lose seniority due to any change in job classification.
- H. If an employee who is outside of the bargaining unit, but within the definition of Town employee as described above is hired to fill a bargaining unit position, such an employee shall retain the employee's accrued sick leave and accrued but unused vacation and personal days. Upon being employed in the bargaining unit, employees shall be subject to a three (3) month probation period and shall accumulate privileges and benefits in accordance with this collective bargaining agreement.

It is expressly understood that total Town seniority shall be used to determine such privileges and benefits except for layoffs and bumping rights. For reduction in force, layoffs and bumping rights specifically, bargaining unit seniority (length of employment in the bargaining unit) shall control. In the event of a layoff or if a position is being eliminated, the employee or employees occupying said position shall receive a notice in writing. The employee may, if qualified, and having seniority, within seven (7) business days, bump any less senior employee in the same department of the same or lesser grade.

- I. In the event an employee leaves the bargaining unit and subsequently returns to work within one (1) year to a bargaining unit position (two (2) years in the case of a layoff), he or she will receive the pay established for that position and shall be restored to the step he or she was at prior to leaving, provided if the employee returns to a higher classification, the pay shall be established in accordance with the collective bargaining agreement. Such employee shall be restored as if the employee never left, to the same privileges and benefits, including seniority in the

bargaining unit, he or she was entitled to at the time he or she left the unit.

- J. Any employee who returns after one (1) year or after refusing to return from a layoff, or after return from layoff rights expire, shall begin his or her employment as a new hire and be treated as such. Their salary will be determined pursuant to Article 14, New Hires.

ARTICLE 14 NEW HIRES

A new employee shall serve a probationary period of no longer than six (6) months during which time he/she shall have no seniority rights and may be discharged without recourse to the grievance and arbitration procedure. If an employee is employed after his/her probationary period, there will be a written review of performance by the Department Head. The probationary period may be extended for an additional six (6) months but in no event longer than a total of twelve (12) months without approval from both the Union and the Department Head. At the end of the probationary period, seniority shall be computed back to the first day of employment.

Upon hire, the Town may place a new employee on any step by crediting the employee with experience applicable to the position for which the person has been hired; provided, however, that notice of such placement will be promptly provided to the Union and any other employee in the same position with the same or greater experience will be placed at least at the same step, and that a new hire will not be entitled to any other adjustment in any right, privilege or benefits under this Agreement.

HOURS AND OVERTIME ARTICLE 15 HOURS OF WORK

- A. To qualify as full-time the employee's work schedule shall consist of five (5) consecutive days and shall consist of seven and one half (7.5) hour work days, Monday through Friday, 8:00 am – 4:00 pm. If agreed upon by the Department Head and the Employee, the start and end time can be changed in order to meet the needs of the department. There will be sixty (60) minutes of break time during the work day, thirty (30) minutes paid, thirty (30) minutes unpaid, to be allocated at the discretion of the Department Head.
- B. Part-time workers who work nineteen (19) hours or fewer receive no benefits under this Agreement other than wages; however, a part-time employee who loses regularly scheduled hours due to a holiday shall be allowed to make up the time so as to not lose pay for the week.
- C. Temporary employees are those engaged for occasional work of short duration – the provisions of this Agreement do not apply.

- D Any full-time employee of the library who regularly works after the hour of 4:00 pm on Monday through Friday or on Saturday and Sunday will be entitled to a weekly stipend of worth the equivalent of one half hour of their regular rate
- E. An employee may hold two part-time positions that total no more than thirty-seven and one half (37.5) hours with the agreement of the Union, the Town Manager, the Human Resources Director and both Department Heads. The time/hour distribution of the thirty-seven and one half (37.5) hours must be agreed upon by both Department Heads. This process will not adjust any other member's hours. If one or both of the positions are vacated, both positions will return to the original hours for each.
- F. Upon approval of their Department Head, employees may be allowed to work from home during all or a portion of their workweek provided that the Department Head's decision with respect to working from home shall be discretionary and not be subject to the grievance and arbitration provisions of this agreement. Additionally, Library employees will generally not be allowed to work remotely since the essential functions of their job require an in-person presence.

PAY AND BENEFITS
ARTICLE 16
WAGESCALE

The Town of East Longmeadow Step Increase Program for bargaining unit employees presently consists of the following steps:

- Step One: (Hiring Rate)
- Step Two: (Following one (1) year of employment)
- Step Three: (Following two (2) years of employment)
- Step Four: (Following three (3) years of employment)
- Step Five: (Following four (4) years of employment)
- Step Six: (Following five (5) years of employment)
- Step Seven: (Following six (6) years of employment)
- Step Eight: (Following seven (7) years of employment)
- Step Nine: (Following eight (8) years of employment)
- Step Ten: (Following nine (9) years of employment)
- Step Eleven: (Following ten (10) years of employment)
- Step Twelve: (Following eleven (11) years of employment)

Starting retroactive to July 1, 2023 and each subsequent year of the contract, the lowest step will be deleted and a new highest step will be added that is 2.5% higher than the previous highest step. The years of employment required for each step will be adjusted accordingly. An accounting of the steps is attached hereto as "EXHIBIT A" and incorporated by reference herein.

Note: An employee is eligible for a step increase upon completion of twelve (12) months of actual service in a step or when a result of a regrading or promotion or a new hire placement. When the employees covered under this Agreement reach their maximum Step salary in grade, they will receive a wage rate increase as negotiated annually. Part-time employees' salaries will be subject to the same time span for step raises as full-time employees.

Employees will be paid on a bi-weekly basis. Direct Deposit will be mandated for all bargaining unit members.

Travel Time

Employees will be paid their hourly or overtime rate, whichever is applicable, for all compensable travel time while conducting Town business including authorized education and training. This does not apply to optional education and training. Compensable time includes all time spent traveling during working hours, any travel time to an alternative worksite or location at the beginning of the day which is greater than their normal commute time. For example, if an employee has a half hour commute normally and the commute to an alternative location is greater than a half hour, the employee will be paid for all time beyond the half hour. The employee will not be compensated for travel time if the commute is a half hour or less.

ARTICLE 17 ANNUAL WAGE AGREEMENT

The Grade and Step scale shall be adjusted as follows:

FY 2024 (July 1, 2023-June 30, 2024): 2.5% COLA increase retroactive to July 1, 2023/. The lowest step will be deleted and a new highest step will be added that is 2.5% higher than the previous highest step.

FY 2025 (July 1, 2024-June 30, 2025): 2.5% COLA as of to July 1, 2024. The lowest step will be deleted and a new highest step will be added that is 2.5% higher than the previous highest step.

FY 2026 (July 1, 2025-June 30, 2026): 2.5% COLA increase as of July 1, 2025. The lowest step will be deleted and a new highest step will be added that is 2.5% higher than the previous highest step.

A summary of the resulting wage rates throughout the contract is as follows:

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
YEAR 1															
FY2024 2.5% COLA Effective 07/01/2023 (retroactive)															
E		31.6400	32.4019	33.1868	33.9830	34.8132	35.6549	36.5192	37.4064	38.3162	39.2487	40.2042	41.2093	-	-
F		36.2234	37.1106	38.0091	38.9303	39.8856	40.8525	41.8418	42.8655	43.9119	44.9811	46.0842	47.2363	-	-
YEAR 2															
FY2025 2.5% COLA Effective 07/01/2024															
E			33.2119	34.0165	34.8325	35.6835	36.5463	37.4322	38.3415	39.2741	40.2299	41.2093	42.2395	43.2955	-
F			38.0384	38.9593	39.9036	40.8828	41.8738	42.8879	43.9371	45.0097	46.1056	47.2363	48.4172	49.6276	-
YEAR 3															
FY2026 2.5% COLA Effective 07/01/2025															
E				34.8669	35.7033	36.5756	37.4600	38.3680	39.3000	40.2560	41.2356	42.2395	43.2955	44.3779	45.4874
F				39.9333	40.9012	41.9048	42.9207	43.9601	45.0356	46.1350	47.2583	48.4172	49.6276	50.8683	52.1400

- IT Employees who have left for the day and are called back to work shall receive at least one hour of pay at their overtime rate. IT Employees who work greater than an hour when called back but less than two hours will receive two hours of pay at their overtime rate. When the work assignment is more than two hours, the IT employee will be paid for actual time worked at their overtime rate. These call back rules will also apply on weekends and Holidays.

ARTICLE 18 LONGEVITY BENEFITS

- A. Employees shall receive annual payments of Longevity Benefits, based on length of service, in accordance with the following schedule:

After five (5) years of service: \$250.00 After fifteen (15) years of service: \$550.00
 After ten (10) years of service: \$400.00 After twenty (20) years of service: \$700.00
 After twenty-five (25) years of service: \$850.00

* For purposes of this Agreement, the term "actual service" shall include any period of employment during which the employee is on paid leave, as well as any time the employee is on unpaid leave or Workers Compensation for less than six (6) months.

- B. Longevity checks shall be made by separate check on the first payroll after the employee's anniversary date on each calendar year.

ARTICLE 19 LEGAL HOLIDAYS

- A. The following days will be recognized as legal holidays. Departments will generally be closed when such holidays are observed on a work day:

(1) New Year's Day

(8) Independence Day

- (2) Martin Luther King Day
- (3) President's Day
- (4) Patriot's Day
- (5) Good Friday
- (6) Memorial Day
- (7) Juneteenth

- (9) Labor Day
- (10) Columbus Day
- (11) Veterans Day
- (12) Thanksgiving Day
- (13) Day after Thanksgiving
- (14) Christmas Day

Half (1/2) day when December 24th or December 31st falls on a workday. If they fall on a Monday, the full day off will be granted. In special circumstances, it would be the responsibility of the Town Manager to adjust the work schedule and workforce so that each employee enjoys the privilege of one-half (1/2) day off before Christmas, and one (1) day off for those years when December 24th and December 31st fall on a Monday. If a legal holiday falls on a Saturday, the Library will be open on the observed holiday of Friday and closed on the legal holiday.

- B. The foregoing paid holidays will be granted regardless of when they fall. Saturday holidays will be observed on the Friday preceding the holiday. Sunday holidays will be observed on the Monday following the holiday. The Library will close at 4:00 pm on the Wednesday before Thanksgiving. Staff will be expected to adjust their schedules.
- C. Any regular employee of the Town will be granted these holidays off with pay.
- D. Any employee who is required by a Department Head to work on one of these holidays shall be paid at the rate double his/her normal compensation.

**ARTICLE 20
PAID TIME OFF**

Vacations

- A. For all employees hired prior to June 30, 2020, vacation pay will accrue as follows:
 - 1. After thirty (30) weeks of continuous service, prior to June 1st -two (2) weeks. A new employee who is employed prior to March 1st of the year shall receive one (1) weeks' vacation during that year, provided that the one (1) weeks' vacation is taken subsequent to June 1st of that year.
 - 2. After five (5) years of continuous service, and up to ten (10) years -three (3) weeks.
 - 3. After ten (10) years of continuous service -four (4) weeks.
 - 4. An employee will be entitled to three (3) weeks' vacation during the calendar year in which his/her fifth anniversary of continuous employment falls. Entitlement to additional vacation under Paragraph 3 above will also be determined on the "calendar year" basis subject to Paragraph C below.

5. After fifteen (15) years of continuous service: 4 weeks. 1 day
6. After sixteen (16) years of continuous service: 4 weeks. 2 day
7. After seventeen (17) years of continuous service: 4 weeks. 3 day
8. After eighteen (18) years of continuous service: 4 weeks, 4 day
9. After nineteen (19) years of continuous service: 5 weeks

B. Effective January 1, 2022, and each year thereafter, vacation pay will accrue as follows for all employees hired on or after July 1, 2020:

1. New full-time employees will begin to accrue vacation after ninety calendar days of employment. They will earn vacation at a rate of 6.25 hours monthly up to a maximum of 75 hours in the calendar year.
2. Full-time employees with less than five years of continuous service will earn vacation at a rate of 6.25 hours monthly up to a maximum of 75 hours in the calendar year.
3. Full-time employees with more than five years of continuous service will earn vacation at a rate of 9.375 hours monthly up to a maximum of 112.5 hours in the calendar year.
4. Full-time employees with more than ten years of continuous service will earn vacation at a rate of 12.5 hours monthly up to a maximum of 150 hours in the calendar year.
5. Full-time employees with more than fifteen years of continuous service, will earn vacation at a rate of 13.125 hours monthly up to a maximum of 157.5 hours in the calendar year.
6. Full-time employees with more than sixteen years of continuous service, will earn vacation at a rate of 13.75 hours monthly up to a maximum of 165 hours in the calendar year.
7. Full-time employees with more than seventeen years of continuous service, will earn vacation at a rate of 14.375 hours monthly up to a maximum of 172.5 hours in the calendar year.
8. Full-time employees with more than eighteen years of continuous service, will earn vacation at a rate of 15.00 hours monthly up to a maximum of 180 hours in the calendar year.
9. Full-time employees with more than nineteen years of continuous service, will earn vacation at a rate of 15.62 hours monthly up to a maximum of 187.5 hours in the calendar year.

- C. Employees who are subject to the vacation accrual system described in Paragraph A, will be front loaded their vacation on January 1st of every calendar year. Consequently, circumstances will arise where an employee will receive vacation time before they have actually earned such time. The parties agree that when one of these employees separates from employment, Human Resources will review whether an employee was front loaded vacation time in excess of what they earned and the subject employee's vacation payout will be prorated. For example, if an employee's five-year anniversary date is August 1st and they separate from employment on February 1st of the fifth calendar year of their employment, they would not receive all 3 weeks of vacation in their payout amount. They would receive payment for 2.5 weeks (assuming the employee took no vacation in January of that year).
- D. Employees who are subject to the monthly accrual system as described in Paragraph B of this Article will be permitted to take vacation in advance of their accrual up to their maximum yearly amount of vacation. Employees, however, must agree that they will have any used but not yet accrued vacation time deducted from their paycheck should they separate from employment during that same calendar year.
- E. Additional vacation leave with pay of one (1) day shall be allowed for each authorized holiday occurring within a vacation period.
- F. Vacation shall not be cumulative from one year to another. An employee, upon approval of the Town Manager and the Department Head, may be allowed to carry over five (5) vacation days from one calendar year to another.
- G. Time for taking vacations will be determined and must be approved in advance by the head of the Department in which the employee works. Employees will be permitted to submit and be granted vacation requests up to six months in advance of their planned vacation.

Sick Leave

- A. Sick leave with pay shall be accrued on the basis of one (1) day a month, and such accrual shall be unlimited. Sick leave shall not accrue when an employee is on an unpaid leave of absence.
- B. Sick leave credit shall be calculated from the first working day of the first full month in which the employee is employed by the Town.
- C. Sick leave with full pay shall be granted subject to the following provisions:
 - 1. The head of each Department may investigate and ascertain the validity of any request for sick leave and shall approve the request.
 - 2. A physician's certificate may be required by the Department Head to whom

the employee is responsible in any case of sick leave claimed on a day before or after a holiday, a weekend or for duration of over three (3) consecutive working days.

3. For the purposes of this Section, the definition of "sick" shall mean:
 - a. Illness that renders an employee unable to perform work-related duties.
 - b. Treatment/follow-up office visits provided by a medical provider for an on-going health problem.
 - c. Medical testing ordered by a medical provider.
 - d. To care for an employee's child, spouse, parent, or spouse's parent for any the same purposes described in paragraphs (a) through (c).
 4. Sick Leave for medical appointments may be taken in thirty (30) minute intervals.
- D. Occupational Sick Leave shall be granted each employee who sustains injury arising out of his/her employment in the Town service with compensation for the period of his/her incapacity, subject to the following provisions:
1. If such period exceeds thirty (30) days, continued partial payment beyond such period shall be subject to approval by the Town Manager which may require periodic written medical testimony supporting the claim of continued incapacity as a condition precedent to its approval.
 2. Compensation shall be the employee's wage for his/her regularly scheduled work week less the amount which he/she receives from Workers Compensation benefits. Every on-the-job accident must be immediately reported to a Human Resources representative.
- E. Parental Leave shall be granted in accordance with Chapter 149, Section 105D of the Massachusetts General Laws.
1. Sick days shall be deducted from the accumulated total sick leave days to which the employee is entitled.
 2. If an employee's accumulated sick leave is or becomes exhausted, the employee shall enter into an unpaid leave-of-absence status for the balance of the Parental Leave.
- F. One additional day of personal leave will be credited to all employees who were employed as of January 1 of a calendar year and do not use any sick leave for the entirety of that calendar year. Employees who separate prior to December 31st of a calendar year are not eligible for this benefit as it is intended to reward employees

who work an entire calendar year without use of a sick day.

Personal Leave

Effective January 1, 2022, employees covered by this agreement shall be credited with two personal days up to three years of employment and three personal days after three years of employment not to be charged to sick leave and not to be accrued.

Effective January 1, 2023, all employees covered by this agreement shall be credited with three personal days not to be charged to sick leave and not to be accrued.

Personal days will be allowed for bereavement purposes so long as the employee follows regular procedures for requesting time off.

Bereavement Leave

A. Bereavement

Leave shall be granted to employees without loss of pay in the event of a death in their immediate family. Temporary and seasonal employees are not eligible. An employee may be granted up to a five (5) working days leave with pay at their regular basic straight time rate of pay. No payment shall be made for absences due to a death in the family should any part of the day(s) absent fall on Saturday, Sunday, paid holiday, vacation, or while on leave status. The funeral/bereavement allowance will be paid only for scheduled work time lost and will not be counted in computing overtime.

Immediate family is defined as: parents, children, spouse, domestic partner, brother/sister, in-laws including mother/father, daughter/son, domestic partner's mother/father, sister/brother-in-law, stepsister/brother-in-law and step relatives including stepchild, stepmother/father, stepsister/brother, stepmother/father-in-law, stepdaughter/son-in-law, grandchild and step grandchild.

If a death in the family of an employee is defined as: grandparent, grandparent-in-laws, the employee shall receive up to three (3) working days leave with pay at their regular basic straight time rate of pay.

If a death in the family of an employee is defined as: aunt, uncle, first cousin, niece, nephew, close relative or friend, the employee shall receive pay for one (1) day to attend the funeral.

Additional time off, due to required extended travel or similar complications, may be granted without pay at the discretion of the department head or supervisor.

The Town reserves the right to request verification of death and funeral/bereavement leave is not counted against any paid time off allowance.

Military Leave

Military Leave will be shall be granted in accordance with The Uniformed Services Employment and Reemployment Rights Act (USERRA) Federal Law and The Massachusetts Military Service (USERRA) State Regulations.

- A. A Military Leave of absence without compensation shall be granted to any employee called to active duty with the U.S. Armed Forces.
- B. U.S. Military Service incurred by a Town employee after the onset of his/her employment with the Town shall be credited as time served in the Town employ, provided that he/she applies for reinstatement within ninety (90) days of discharge or release to inactive duty.
- C. Any employee required to serve on annual tours of duty with some U.S. Reserve component shall be paid an amount equal to the difference between the compensation received for such service and his/her regular pay. Employees required to participate in military reserve training, will be paid the difference between their base pay and military service pay received during annual summer training to a maximum of fifteen (15) regularly scheduled work days.

Jury Duty

Employees will not have to report to work on days that they have jury duty. Employees, however, are required to confirm they have jury duty the morning of their assignment to confirm their jury duty has not been cancelled. If the jury duty is cancelled that morning, the employee will be required to report to work as normally scheduled.

Union Business

- A. Union representative and a Grievant(s) will be afforded the time off with pay to participate in grievance procedures including mediation and/or binding arbitration, or prohibited practice hearings and general union business when held during regular scheduled working hours. Employees are expected to notify their department head or supervisor as a courtesy prior to taking union business time off during their regularly scheduled working hours.
- B. Two union representatives shall be afforded time off with pay to participate in contract negotiations, and one representative for mediation and/or binding arbitration, or prohibited practice hearings and general union business. Employees are expected to notify their department head or supervisor as a courtesy prior to taking union business time off during their regularly scheduled working hours.

**ARTICLE 21
CONTINUING EDUCATION**

Continuing Education:

During each fiscal year bargaining unit employees in the IT Department may submit requests for Continuing Education to the Director of IT. The Town will pay for training if the Director for IT approves the request. Requests that are denied will not be subject to the grievance and arbitration procedure. The Town will pay no more than \$5000 cumulatively for the entire bargaining unit during each fiscal year.

**ARTICLE 22
UNPAID LEAVE OF ABSENCE**

- A. An unpaid leave of absence up to twelve (12) months in duration may be granted by the Town within its discretion.

When an employee is on a leave and remains on the Town payroll by using sick or other accrued paid leave, he/she continues to accrue seniority and benefits.

When on unpaid leave (including Workers Compensation leaves after they exceed thirty (30) days), seniority and benefits do not accrue unless required by law or otherwise agreed in writing.

- B. Leaves under the provisions of this Agreement which are eligible for coverage under the FMLA, Parental Leave and/or Small Necessities Leave Act shall run concurrently and the more liberal provision for the employee shall apply.
- C. It is understood by the parties that employees will continue, as is the current practice, to be able to utilize available paid leave under FMLA, Parental Leave and/or Small Necessities Leave Act.
- D. Subject to employee rights under this Agreement with the Town, the Town may terminate the employment of any employee who fails to return to work upon the expiration of twelve (12) months leave during which he/she has not been able to perform his/her essential functions.
- E. The Town if deemed necessary may use temporary help to perform the job duties of an employee who is out of work greater than a month. The employee shall not be employed on a temporary basis longer than the need which created the need exists.
- F. No termination of a permanent employee on an unpaid leave will take place without notice to the Union and an opportunity for negotiation as to the impact and/or discussion of alternatives.
- G. During any leave of absence, the employee shall comply with the purpose of the leave ((i.e., medical rehabilitation, education, etc.), and when the purpose of the leave is achieved, the employee will report back to the Town for assignment.

During a leave, the Town may require regular or periodic reports from the employee as to compliance with leave requirements or anticipated changes in leave duration.

ARTICLE 23 COMPENSATORY AND OVERTIME

- A. Overtime and compensatory time shall be granted at the rate of time and one-half (1.5) for time worked in excess of thirty-seven- and one-half hours (37.5) per week. When a holiday falls during the time period during which an employee worked additional hours, the seven- and one-half holiday hours will count towards time worked making the employee eligible for overtime or compensatory time. Sick time will not be considered as time worked.
- B. For employees who are required to attend regularly scheduled board/commission meetings held other than during regularly scheduled work hours, or for those employees required to work during regularly scheduled evening hours, compensatory time earned shall be approved by the Department Head or his/her designee in advance. The department's policy regarding compensatory time earned in this manner shall be set forth in writing by the Department Head.
- C. All work performed on Saturday shall be paid at the rate of time and one- half (1.5) hours for each hour worked unless the employee is regularly scheduled to work Saturdays such as at the Library in which case overtime will only be paid if the employee works beyond their regularly scheduled Saturday hours. All work performed on Sunday shall be paid at the rate of double the regular rate of pay. An employee will also receive double the regular rate of pay if they are required to work during the hours of 6:00pm to Midnight on the day before Thanksgiving, Christmas Eve or New Year's Eve.
- D. An employee may choose to receive compensatory time in lieu of payment of overtime on a voluntary basis agreeable to both the employee and the employee's department head. Compensatory time shall be earned at one and one half (1.5) hours for each hour worked in excess of thirty-seven and one half (37.5) hours in an overtime capacity.
- E. Upon resignation from the Town for any reason, unused compensatory time shall be paid at the employee's rate of pay at the time of resignation. Compensatory time shall accrue up to an amount of seventy-five (75) hours. Compensatory time may be used such that it is replenished without limit under seventy-five (75) hours. Use of compensatory time shall be granted at the discretion of the Department Head subject to the needs of the department.
- F. An employee who currently has more than seventy-five (75) hours of compensatory time as of MOA dated 10/26/2018 will not lose their accrued compensatory time. Employees with more than seventy-five (75) hours of compensatory time will not be permitted to accrue any additional compensatory time in excess of seventy-five (75) hours.

ARTICLE 24 INSURANCE

- A. All eligible employees may elect to participate in the Town's Health, Dental, and Life Insurance Plan(s) beginning on the first day of the month after 30 days of employment.

- B. An indemnification group health insurance program is available to all Town employees working twenty (20) or more hours per week. Premiums are payable on a pre-tax basis as follows: one-half (1/2) share by the employee, one-half (1/2) share by the Town of East Longmeadow.

An employee enrolled in a health maintenance organization insurance plan, i.e., other than the basic indemnity plan referred to in the first Paragraph, will pay no more than thirty percent (30%) of the monthly cost on a pre-tax basis and the Town will pay the seventy percent (70%) balance.

- C. Town employees are eligible for \$5,000 Life and Accidental Death and Dismemberment Insurance, with premiums payable on a pre-tax basis equally by the employee and the Town. Additional optional insurance may also be available.

- D. During the term of this Agreement, there may be changes made in health insurance carriers, administrators, coverages, co-pays and/or premiums; provided, however, that it is further agreed that no such changes shall be implemented until the Union shall have been given notice thereof and a period of at least fourteen (14) days within which to meet with the Employer and negotiate as to the impact of such changes.

- E. Employees who terminate their employment with the Town will be covered under the above plans until the end of the month after 30 days from separation.

ARTICLE 25 RETIREMENT

Should the employee's term of service for the Town be sufficient to vest for retirement allowance through the Hampden County Retirement Board, and whether or not his/her employment is thereafter terminated prior to submitting retirement application to the Retirement Board, the employee shall, once retired in accordance with the requirements of said Board, be eligible to participate in the Town sponsored medical insurance plan(s) to the same extent and at the same rate of subsidy as if he/she retired as a similarly situated employee of the Town.

Employees who provide at least six months' notice of their intent to retire will be provided a \$500 bonus if they remain employed for six months following such notice. Such payment will be included in their final paycheck at the time of separation from employment.

**ARTICLE 26
PERSONAL VEHICLE REIMBURSEMENT**

Employees will be reimbursed for use of their personal vehicle while conducting Town business at the IRS prevailing rate. To be eligible for such reimbursement, personal use of one's vehicle must be authorized by the Department Head.

**EMPLOYEE OBLIGATIONS
ARTICLE 27
DRUG-FREE/ALCOHOL-FREE WORKPLACE**

- A. It is the intent of the Town to provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

- B. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, or the use of alcohol, on Town premises or while on Town business is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be in accordance with Civil Service law, where applicable, in conjunction with collective bargaining language, if appropriate.

- C. The Town recognizes drug dependency abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Town's EAP provider and health insurance plans, if available. All contacts are confidential and conscientious efforts to seek help with drug and alcohol dependence will not jeopardize an employee's job.

- D. As required by federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the appropriate Department Head within five (5) days after the conviction. The Town must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug- Free Workplace Act of 1988.

**ARTICLE 28
EMPLOYEE CONDUCT AND PERSONAL APPEARANCE**

Employees should conduct themselves in a professional manner at all times, both in dealing with the public and with co-workers. Courtesy and responsiveness should be the cornerstone of public service. Every employee is a representative of the Town and should act accordingly.

Professionalism is an important value for the Union, and it should be reflected in all

aspects of our work, including appearance and attire. Some types of clothing are considered inappropriate to the image of the Town Hall employee, especially when providing service to the public. Examples of such inappropriate clothing may include, but are not limited to, sweat pants, tights, jeans, shorts, tee shirts, halter tops, bare midriffs and sneakers; extremes of any sort are to be avoided. Good judgment is the main guideline to follow. Also, exceptions may be made to this rule for casual days and for employees performing tasks which may require less formal attire, i.e., cleaning, moving equipment and, field work.

Every conceivable question on dress and grooming cannot be addressed in an Article. Department Heads will make the final decision if there is a question about the acceptability of an employee's appearance.

CONTRACT EFFECT ARTICLE 29 SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or any unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administration decrees or decisions. In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal. It is understood and agreed to that all other provisions of the Agreement remain in full force and affect. It is understood that any deviation to this Agreement made by any individual or Department Head must be agreed upon by the Town Manager and the Union prior to action by either party.

ARTICLE 30 TERM OF CONTRACT

This Agreement shall become effective on the first day of July 1, 2023 or such later date as the Agreement is ratified by the Union and Town Council, and shall remain in full force and effect to and including June 30, 2026, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to terminate this Agreement or amend any of the terms or provisions of the Agreement. The party desiring to terminate or amend this Agreement must notify the other party to this Agreement in writing, and proposals to be submitted, on or before May 1st of the year of expiration of this Agreement. Should either party to this Agreement serve such notice upon the other party as provided herein of a desire to amend this Agreement, the notice should be accompanied by a statement of the amendments desired. In such event, the parties will confer on or before April 1st of said year. During negotiations for amendments or for a new Agreement, this Agreement shall be binding upon the parties hereto and their successors.

EXECUTED as an approved agreement this day 25 of APRIL, 2024



Thomas Christensen
East Longmeadow Town Manager

Date 4/25/24



Kevin Boyle, President
United Public Service Employees Union

4/24/24
Date