

EAST LONGMEADOW DEPARTMENT OF PUBLIC WORKS

AND

UTILITY WORKERS UNION OF AMERICA LOCAL 169

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2023 TO JUNE 30, 2026

TABLE OF CONTENTS

ARTICLE		PAGE
1	Recognition	1
2	Management Rights	1
3	Union Dues and Initiation Fees	2
4	Discrimination And Coercion	3
5	Grievance And Arbitration Procedure	4
6	Seniority	6
7	Job Posting And Bidding	7
8	Classification Plan and Pay Rates	8
9	Foreman Positions	9
10	Promotional Training Program	9
11	Job Reduction, Lay Off And Recall	10
12	Hours Of Work	10
13	Meal Periods	11
14	Rest Periods	12
15	Clean Up Time	12
16	Travel Time	12
17	Overtime	12
18	Vacation	16
19	Holidays	18
20	Sick Leave	19
21	Personal Days	22
22	Incentive Leave	22
23	Sick Leave Involved With Workers' Compensation	23
24	Bereavement Leave	24
25	Unpaid Leaves	24
26	Military Leave	25
27	Jury Duty	25
28	Uniforms And Protective Clothing	25
29	Safety Committee Code	26
30	Schooling	26
31	Discipline	27
32	Reimbursement For Licenses, Expenses	28
33	Temperature	30
34	Miscellaneous Provisions	30
34A	Insurance	32
35	Drug/Alcohol Testing	32
36	Longevity	32
37	Duration	33
	Appendix A	34
	Appendix B	35
	Memorandum of Agreement	41
	November 13, 2014 - Memorandum of Agreement	43
	November 14, 2023- Memorandum of Agreement	44

ARTICLE 1

1.1 RECOGNITION:

The Town of East Longmeadow (hereinafter the "Town") recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating salaries, wages, hours and other conditions of employment for all employees of the Department of Public Works excluding the Superintendent, Executive Officers, Engineers and Clerical employees. Summer employees as well as part-time employees, i.e., those whose regular hours of work are twenty (20) or less hours weekly, are not included within the bargaining unit.

The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for such employees, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2

2.1 MANAGEMENT RIGHTS:

Except where such rights, powers and authority are specifically relinquished, 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 authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole right, responsibility and prerogative of management of the affairs of the Town and direction of the working force, including but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b. To establish or continue policies, practices, and procedures for the conduct of the Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.

- d. To select and to determine the number and types of employees required to perform the Department's operations.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To insure that incidental duties connected with departmental operations, whether enumerated in the job descriptions or not, shall be performed by employees.
- h. To enter into contracts or sub-contracts for municipal operations, e.g. the current use of seasonal employees and of subcontracting bargaining unit work in the areas of summer help (May through August) and snow plowing.

The above rights, responsibilities, and prerogatives are inherent in the Town Manager and the Superintendent of Public Works and are not subject to delegation in whole or in part. Such rights may not be subject to review of determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure.

ARTICLE 3

3.1 UNION DUES AND INITIATION FEES:

Fair Share Fee. All employees represented by the Union who are members of the Union or become members of the Union, and all employees hired after the date of ratification of this Agreement shall be required to pay the fair share fee. The Union agrees that the sole and exclusive remedy for non-payment of such fees shall be for the Union to proceed to court for collection of the fee from a nonpaying employee member of the unit. The Town is not and should not be responsible for nor liable for the implementation, collection or enforcement of the

The Town agrees that there will be no discrimination against any employee for his/her adherence to any provision of this Agreement. The Town Manager shall be furnished the names of the Union Officers immediately after their designation, and the Union shall notify the Town Manager of any change. The Union Representative shall be granted reasonable time off at the discretion of management during working hours to investigate and settle grievances. The parties agree that there shall be every attempt to settle each and every grievance as expeditiously as possible.

ARTICLE 5

5.1 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 1 - 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 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 of the receiving of the grievance.

STEP 2 - If the grievance has not been settled, it shall be presented in writing to the Superintendent within five (5) working days after the supervisor's response is due. The Superintendent may conduct a hearing allowing all interested parties to be heard and shall attempt to respond to the Steward in writing within ten (10) working days.

STEP 3 - If the grievance still remains unadjusted, it shall be presented to the Town Manager in writing within five (5) working days after the response of the Superintendent is due. The Town Manager or its designee shall conduct a hearing allowing all interested parties to be heard and shall respond in writing within ten (10) working days of the regularly scheduled meeting. Failure by the Town

Manager to reply within this period shall be construed as a decision unfavorable to the employee.

STEP 4 - 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 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 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 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.

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 and the Union.

5.2 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.

The Union shall have no responsibility to represent the employee in any other forum.

This choice shall be made by the employee prior to the beginning of the fourth (4th) step of the grievance procedure.

ARTICLE 6

6.1 SENIORITY:

The length of service of the employee in the bargaining unit shall determine the seniority of the employee.

A new employee shall serve a probationary period of not longer than six months during which time he/she shall have no seniority rights and may be discharged without recourse to the grievance and arbitration procedure. No employee is guaranteed any particular length of probation period, but if he/she remains employed, there will be a written review of performance by the Superintendent or his designee after six months of employment. The probationary period shall be extended for an additional six months with approval from both Union and Management. At the end of the probationary period, seniority shall be computed back to the first day of employment.

A new employee, at whichever step hired, will be advanced at the successful end of his probationary period to the next step within that rate range.

An employee shall lose his/her seniority and cease to be an employee of the Town if absent without notifying the Supervisor's office within three (3) days or for false reasons of leave of absence due to other employment. It is understood

that the employee should notify the Supervisor's office prior to or on the first day of any absence.

6.2 SENIORITY LISTS:

The Town agrees to post a seniority list annually in the first two weeks of January. If not grieved, the list shall be deemed to be conclusively correct during the calendar year.

ARTICLE 7

7.1 JOB POSTING AND BIDDING:

When a position covered by this Agreement becomes vacant and the Town determines to fill such vacancy, it shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven-day period. Within five (5) days of expiration of the posting period, the position will be awarded to the best qualified applicant from lower pay grade as determined by the Town. A vacancy is defined as a position open as the result of a termination (retirement etc.) or an absence expected to last for at least three months or creation of a new position.

The successful applicant shall be given a one hundred and twenty (120) calendar day trial period in the new position at the applicable rate of pay. In order to properly determine whether the applicant is qualified, he/she shall be assigned a reasonable amount of time to learn the particulars of that new classification. If, at any time during the trial period it is determined by the Superintendent that the employee is not qualified to perform the work, he/she shall be returned to his/her prior position and rate.

If no applicant is qualified, the Town may fill the position from outside the bargaining unit.

7.2 TEMPORARY VACANCIES:

If a position becomes vacant where the incumbent employee is expected to return to work, such vacancy may be filled on a temporary basis. If the former incumbent returns to work within one calendar year the temporary employee will

return to his/her former position without any loss of rights, benefits or privileges. If the former incumbent does not return to work within one year, and is not separated from employment for other reason, his/her rights shall be limited to preferential rights of recall over new hires for vacancies for which he/she is qualified. If the former incumbent returns to work after one (1) year but within two (2) calendar years, the former incumbent will be placed in a skilled laborer's position. If the former incumbent does not return to work within two years, and is not separated from employment for other reason, his/her rights shall be limited to preferential rights to recall over new hires for vacancies for which he/she is qualified.

ARTICLE 8

8.1 CLASSIFICATION PLAN AND PAY RATES:

In this Agreement and made part of it as Appendix A shall be established a Classification and Pay Plan. It shall list all positions covered by this Agreement by title along with the wages for each position.

An employee who is hired at the first step will be evaluated at the end of the probation period for advancement to Step 2 by the Superintendent. As a condition of advancement to this or any subsequent step increment, the parties recognize that an employee will have to receive a favorable evaluation by the Superintendent.

Once an employee is moved into Step 2, he/she will receive an evaluation prior to advancement to Step 3 at an interval of six months subsequent to the Step 2 advancement.

Advancement to Step 4 will occur twelve months subsequent to the Step 3 increment and must be preceded by a merit review supporting the advancement.

Advancement to Step 5 will occur twelve months subsequent to the Step 4 increment and must be preceded by a merit review supporting the advancement.

Advancement to Step 6, i.e. the final step grade in an employee's classification, will occur in the payroll period following the employees eight- year anniversary of hire date and must be preceded by a merit review supporting the advancement.

An employee promoted from one classification to a higher classification

will be placed in a step within the next classification that:

- a) results in an hourly rate increase, and
- b) places the employee within a step rate to which he/she would have otherwise, if favorably evaluated, been eligible if he/she remained in his old classification for an additional six months.

"Anniversary date" will equate with the date of hire or, for annual merit review, will be the date of promotion to his current classification whichever is the most recent.

In the event an employee is denied a step increment within his classification due to unfavorable evaluation at the annual merit review, the reason or reasons for denial will be in writing and presented to the employee.

Commencing in September 2004 and once every four (4) years thereafter, a committee comprised of two (2) members of management and two (2) members of the Union will meet and conduct a job classification and wage study. Such study will include all job classifications and will study the advisability of reinstating a labor or semiskilled position.

ARTICLE 9

9.1 FOREMAN POSITIONS:

In the case of posted foreman positions, the posting and bidding shall apply as above and the job will be awarded to the best qualified applicant.

Foreman positions will, however, be filled from the bargaining unit and will be subject to the one hundred and twenty (120) day trial and training period.

If no applicant is qualified, in the reasonable discretion of the Superintendent, or has filed for the position, the Town may fill the position from outside the bargaining unit.

ARTICLE 10

10.1 PROMOTIONAL TRAINING PROGRAM:

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 two (2) 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 to discuss and incorporate such agreed upon programs for implementation.

ARTICLE 11

11.1 JOB REDUCTION, LAY OFF AND RECALL:

In case of a lay off or a reduction of the work force, the lay off or reduction of employees within the classification shall be determined by the length of continuous service with the bargaining unit. A senior employee in a higher classification when being laid off can bump a lower classified, less senior employee in a Skilled Worker classification; bumping into other classifications is possible so long as he/she is qualified to do the job after familiarization period of no more than one week; no training shall be required.

The employee with the least seniority shall be laid off from that classification or demoted first. Reinstatement within each classification or position assignment shall be in reverse order of seniority, that is, the person with the highest seniority shall be rehired or reinstated first. Employees with less than one year of continuous service; their recall rights shall be limited to their length of aggregate service within the bargaining unit.

ARTICLE 12

12.1 HOURS OF WORK:

The regular hours of work each day shall be consecutive, except interruptions for lunch periods.

The normal work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday.

The work day for full-time employees shall consist of eight (8) hours each

shift and shall start at 7:00 a.m. and end at 3:30 p.m. The hours will be 7:15 a.m. to 3:45 p.m. for a mechanic. Except for emergency situations and part-time help, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Town.

In the event an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for four (4) hours at the rate to which he/she would be entitled for his/her shift.

An Employee must notify the Public Works Supervisor's Office as soon as possible and no later than his/her report to work time, if, for some reason, they are not going to be at work on that day. Failure to do so will result in no compensation for that day and will be charged as "Time off Without Pay." Failure to notify the office as outlined above on two consecutive days will result in a suspension. If, for any substantial reason, an employee cannot physically call due to accident or other unforeseen circumstance, the employee shall have to furnish reasonable proof of such circumstance.

Except for employees on recognized leaves of absence or who give the Superintendent or his designee two days advance notice of unavailability, employees are expected to be available for call-in during periods of anticipated weather emergency such as snow, ice or storm conditions. Regular availability for such emergency work requirements is a recognized expectation of the job.

ARTICLE 13

13.1 MEAL PERIODS:

All employees shall be granted a meal period of one-half hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

While on overtime, employees will be provided a paid one-half hour meal break for every four hours worked. The meal period will be taken within the town limits.

In the event the Town is unable to furnish a meal period, the employee shall be granted paid time off for such meal period.

ARTICLE 14

14.1 REST PERIODS:

All employees work schedules will provide for a fifteen (15) minute rest period during the first half shift and a ten (10) minute rest period during the second one-half shift. Rest periods, when feasible, will be scheduled at the middle of the half-shift.

ARTICLE 15

15.1 CLEAN UP TIME:

Employees shall be granted a five (5) minute personal clean-up period prior to the end of each work shift.

Work schedules shall be arranged so employees may take advantage of this provision; the Town shall make the required facilities available.

ARTICLE 16

16.1 TRAVEL TIME:

Employees' work schedule shall provide for a five (5) minute travel time before and after each meal period except for those employees who are assigned to work at the service building.

Employees assigned to a particular construction project or at a job site other than the service building shall be at the work site and ready to work forty minutes after the start of the meal period/break.

ARTICLE 17

17.1 OVERTIME:

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times his/her regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. All work performed on Saturday shall be paid at the rate of time and one-half. All work performed on

Sunday or any holiday shall be paid at the rate of double the regular rate of pay. This double the regular rate of pay will also be applicable if an employee works Thanksgiving Eve, Christmas Eve or New Year's Eve from 6:00 p.m. until 12:00 a.m. Water and Sewer calls on holidays will receive double time. The "regular rate" of pay for federal overtime purposes shall include all remuneration received by the employee for the week in which said employee works in excess of 40 actual hours. Such remuneration shall include, longevity pay, differential pay, and any other pay considered to be "remuneration" and therefore includable in the "regular rate" under the Fair Labor Standards Act, 29 U.S.C. Section 207 et seq.

Regardless of the amount of hours worked in a day or week, any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment that is required to report to work more than hour before their regular starting time will be guaranteed a minimum of three (3) hours pay at time and one-half. If they are required to report to work an hour or less before their starting time, they will receive only one hour of pay at the rate of time and one-half. In instances where an employee is required to report to work more than one hour before their starting time, works less than three hours and is called back to report to work during that same three-hour period, they will be entitled only to be paid for the initial three hour minimum plus all time actually worked beyond that three hour period of at a rate of time and one-half.

Overtime work shall be voluntary except in the case of emergencies and as outlined in the following paragraphs.

17.2 STANDBY PAY

Compensation at the rate of Two Hundred and no/100 (\$200.00) weekly shall be paid to an employee on standby duty plus additional compensation of one and one-half (1½) times his/her regular rate of pay or double time, as applicable, for all work performed during the stand-by period. Such employees will receive a minimum call back of one hour irrespective of how short the time is if less than an hour.

If it becomes necessary to have other than a foreman in charge of the crew, this person shall be paid the minimum or the next rate higher than his present rate in the classification of Foreman 2.

17.3 STANDBY OPERATIONS

Posted weekly stand-by duty shall be assigned to all employees who volunteer for such duty on a Friday-to-Friday schedule. This duty shall consist of the foreman and one (1) other employee for all hours outside of normal work hours. This duty shall be on a rotating basis or a system approved by the Town that will provide the town with full service-coverage at all times.

The parties recognize the use of employees as standby foremen by designation. Foreman shall work a minimum of three (3) weekly standby assignments per year. Employees and foremen who accept standby assignments are responsible for working them. Personnel on standby must be available for standby assignments. If an employee wants to swap their standby, they must provide at least 48 hours notice to the Employer of the swap, except in an emergency. The nature of the emergency will be known to the supervisor and satisfactory to him. A three (3) hour call-back will apply to standby. Should the Town be unable to secure full service coverage through voluntary assignment, the Town shall assign standby duty to employees on rotating mandatory basis.

During the months of November through March, standby duty shall be assigned to employees qualified for sanding and salting operations.

Standby overtime shall not be subject to the equalization rules applicable to other overtime opportunities.

Standby foremen who are called in and are licensed operators may perform standby work and operate equipment without calling an equipment operator in from a standby list if the job is expected to last less than three hour provided that no operator is available for call in.

In the absence of a standby person in the required classification or with the required license or special skills, employees on the overtime list and in the classification who meet the requirements will be called before an out-ofclassification assignment is made. If less than a full salting/sanding crew (i.e. four CDL employees, including a foreman and a spare) is needed for a standby assignment, the standby foreman may work in a lower grade in which he is qualified and/or licensed for up to three (3) hours.

17.4 SALT/SANDING OPERATIONS

All employees will be assigned either to a salting/sanding crew or as spares. When a salting/sanding crew is designated to be next in rotation it will

remain there until the entire crew is called in. Spot salting/sanding by a partial crew shall not be counted as an overtime opportunity under this Article.

Sanding and salting during normal duty hours will be assigned to employees other than the next salting/sanding crew in the rotation in order to maintain that crew fresh for overtime opportunity. This policy is subject to modification where required by departmental operations.

17.5 OVERTIME DISTRIBUTION

Other than standby, plowing, and salting; sanding overtime assignments, overtime opportunities shall be distributed equitably within the following guidelines:

- a. Overtime opportunities will be distributed on a rotating basis using the seniority list.
- b. All overtime will be worked by the assigned crew if it is a continuation of an assignment started by that crew. Such overtime shall be counted as an overtime opportunity.
- c. Scheduled overtime is overtime known to management at least 48 hours in advance of the time it is to be performed. Such overtime opportunities shall be posted on the bulletin board and awarded to the qualified and appropriately licensed individuals who have had the least number of overtime opportunities.
- d. The Department of Public Works reserves the right to establish the special skills, license and experience for particular assignments, provided however that such right will not be unreasonably applied.
- e. All overtime opportunities shall count equally regardless of the number of hours involved in that opportunity.
- f. An employee who refuses an opportunity or who cannot be reached shall be charged with that opportunity. An exception to this policy is made for employees who are on approved leaves, and/or have, with approval, been removed from the call-in list.

- g. The overtime opportunity log will be reviewed periodically, if necessary on a monthly basis, to assess whether overtime opportunities have been equitably distributed. The Town agrees to make reasonable efforts, with Union input, to resolve problems with equitable opportunity.
- h. For after-hours water or sewer emergencies only, the employer shall have the discretion to assign overtime to up to two (2) qualified skilled workers of its choice. Any skilled worker selected for such emergencies shall not be called in for other overtime opportunities until all overtime among the remaining skilled workers is equalized.

The employer will make every effort to train all skilled workers so that they will be qualified to work water and sewer emergencies. Other positions necessary to respond to water and sewer emergencies shall be assigned in the normal course and in accordance with the rotating overtime opportunity list.

17.6 GENERAL

Emergency exceptions to the guidelines set forth in this Article may be made when there is a situation that will not permit delay. This exception will not be unreasonably applied.

Grievances over the application of the provisions of this Article shall be processed under Article 5 and are also expected to be addressed in labor-management meetings agreed to for such purpose. Grievances involving out of rotation overtime assignments may normally be resolved by providing affected employees with replacement overtime opportunities; but other options will also be considered. Grievances under this Article not resolved at the Town Manager level shall be accumulated and be consolidated for submission to expedited arbitration during the next subsequent month of December or June.

ARTICLE 18

18.1 VACATION:

- a. Vacation leave for two (2) weeks with full pay shall be granted to the employee upon reaching the end of the probationary period and shall continue to accrue the same annually thereafter until reaching their 5th year

anniversary.

- b. Vacation leave of three (3) weeks with full pay shall be granted to the employee upon reaching their Five-year anniversary and shall continue to accrue the same annually thereafter until reaching their 10th year anniversary.
- c. Vacation leave of four (4) weeks with full pay shall be granted to the employee upon reaching their ten-year anniversary and shall continue to accrue the same annually thereafter.
- d. An additional day of vacation will be granted an employee for each full year of continuous service after fifteen years of service up to a maximum of twenty-five (25) days for twenty (20) years of continuance service. Such additional days, not to exceed 25 in number, shall accrue on the employee's anniversary date. Nothing in this Agreement shall operate to reduce vacation benefits previously earned by any employee under a prior contract.
- e. Vacation requests shall be granted by the head of the department at such time as, in his opinion, will cause the least interference with the performance of the regular work of the Town, and the principle of seniority shall govern and control in case of conflicting requests.
- f. Employees qualifying for more than two (2) weeks' vacation will be allowed only fifteen (15) days of this vacation between June 1st and September 15th in the year.
- g. Requests for vacation of three (3) or more consecutive days during the period of June to September must be in writing to the supervisor no later than May 15th of the vacation year.
- h. Vacation leave shall not be accumulative from one year to another. Employees may request in writing to the Superintendent prior to December 1st that they intend to carryover up to five (5) vacation days into the following year, and must, if approval is granted, use such carried-over days before July 1 of that following year. All vacation time may be requested upon forty-eight (48) hour notice.

- i. A vacation, once set, cannot be canceled except by mutual agreement.
- j. Upon termination of employment after January 1st and before having his earned vacation for the current year, the employee shall receive payment equal to the amount of vacation pay he would have received for such vacation. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

ARTICLE 19

19.1 HOLIDAYS:

- a. The following days will be recognized as legal holidays and Town Departments will generally be closed when such holidays fall or are observed on a work-day.

New Year's Day	Labor Day
Martine Luther King Day	Columbus Day
Presidents' Birthday	Veteran's Day
Good Friday	Thanksgiving
Patriot's Day	Day after Thanksgiving
Memorial Day	Christmas
Juneteenth	
Independence Day	

- b. The foregoing fourteen (14) 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 Monday following the holiday. Schedules of employees on alternative work weeks will be adjusted by the Superintendent as appropriate. In years in which Christmas Eve and New Year's Eve fall on or between Monday and Friday, employees will receive a ½ day holiday on both days. The Town agrees that DPW employees will be entitled to the same holidays as clerical or professional employees and that it will amend the holiday list accordingly if change is made with respect to what holidays are recognized for those bargaining units.
- c. Any regular employee to the DPW will be granted these holidays off with pay.

- d. In order to be eligible for holiday pay, the employee must be recorded on the active payroll the last work day preceding and the first work day following the holiday.

ARTICLE 20

20.1 SICK LEAVE:

Definitions

For the purpose of this provision, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- a. A DAY: That duration of time that constitutes the normal, regularly scheduled hours of employment for the day in question.
- a. SICK LEAVE: The absence from duty of any employee due to a disability sickness or injury or confinement due to a contagious disease.

Notwithstanding any other provision in this Article, an absence due to an employee's sickness commencing during the hours of employment will be charged to his accumulated sick leave credit, if any. The period of time actually worked will not be charged to accumulated sick leave credit but will be paid for by the Town as time actually worked.

Subject to department head approval, an employee can use accrued sick time in less than 2-hour increments to cover any period of absence of less than 2 hours because of a bona fide disability, sickness or injury. In such cases, employees can use accrued sick time in no less than fifteen-minute increments.

Six (6) Months of Employment Required

During the first six (6) months of employment, no sick leave shall be granted; however, during such period, sick leave credit of one and a quarter (1.25)

sick leave day with pay per each completed month of service shall be credited to the employee's account and become available for use at the commencement of his seventh month of employment.

Accrued Monthly Credit Generally

An employee in the service of the Town shall accrue a credit of one and one quarter (1.25) sick leave day with pay per each completed month of service performed in compliance with the conditions hereinafter provided. An employee shall be entitled to sick leave payment starting with the seventh (7th) month of completed service in accord with the provisions set forth in the paragraph entitled, "Six (6) Months of Employment Required."

An employee in the service of the Town shall accrue a credit of one and one quarter (1.25) sick leave day with pay per each completed month of service, provided further that anything herein to the contrary notwithstanding, in any calendar month in which an employee accumulates more than two (2) separate absences, due to illness and/or any other absence whether with or without pay, except vacation, such employee shall not accrue such credit nor be entitled to said one and one quarter (1.25) sick leave day for that month in which said absences occur. An absence will consist of any period of successive days or portions of a day in excess to two hours lost time which shall be considered terminated upon the occasion of the employee's return to work immediately.

Unused sick leave days in any year shall accumulate without limitation to the employee's credit.

No employee shall be entitled to sick leave with pay in excess of his/her accumulated credits, nor shall sick leave be granted in anticipation of sick leave credits to accrue in the future. No employee shall be entitled to sick leave without pay unless prior written approval from the Superintendent has been obtained.

Sick Leave Provision

Sick leave with full pay shall be granted subject to the following provisions.

- a. The head of the department shall investigate and ascertain the validity of any request for sick leave and shall approve the request.
- b. A physician's certificate may be required by the department head

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

- c. In order to qualify for sick leave payment hereunder, the employee is required to call in and report the fact of sickness as soon as possible but no later than his/her report time.
- d. Sick leave will be charged in no less than fifteen (15) minute increments.
- e. The department head may grant up to five (5) sick days per year to an employee for the purpose of caring for a family member who is seriously ill/injured, and where no other care is reasonably available.
- f. Employees covered by this Agreement shall, on each January 1st, be credited with two (2) personal days. The days must be used between the January 1 date when credited and December 31 of that calendar year or else forfeited. As a condition for taking a personal day, the employee must provide at least 24 hours advance notice to the department head. The personal days shall be taken like vacation days but shall not be counted against any sick, vacation, or any other paid leave. An employee may elect to take these days in fractions of not less than two (2) hours.

Light Duty. Employees who are unable to perform their regular work due to illness or injury may be assigned to other legitimate duties within the Department if medically authorized, if the duration is medically expected to be of less than three (3) months, and if such work is available.

Medical Exams, Certificates. The Town reserves the right to require the employee's doctor's release before permitting an employee to return to work after a medical absence. In addition, without cost to the employee, but only (1) for new employees as a condition of hire or (2) where there is evidence that an employee is incapable of full time or satisfactory performance of his/her duties, or (3) if made a condition of promotion, the Town may require an employee to take a physical examination. The complete report will be provided only to the employee; however, the physician will be authorized to inform the Town of any condition which the physician believes may reasonably interfere with the performance of the employee's duties, together with any recommendation as to what action, if any, the Town should take to monitor or accommodate such condition.

The Town may require an employee to provide information from his/her physician sufficient to support the opinion as to the extent of the disability, or, in the alternative, in the discretion of the employee, provide the physician with a release and instructions to discuss the question with the Superintendent or his designee.

20.2 SICK LEAVE CONVERSION UPON RETIREMENT OR DEATH:

Upon retirement or death, an employee irrespective of the position held shall be paid at the rate of 30 percent of his/her day's pay for all sick leave accrued by said employee at the time of the employee's death while in the service of the Town, or retirement from the municipal service. Such payment will be made in one (1) lump sum, provided further that in the event of death, such sum as would otherwise have been payable to the employee shall be paid to that person whom such employee has designated as his/her beneficiary on his municipal life insurance policy, and, if none, then to his/her estate. An additional one percent (1%) will be added to the above rate for each year of active service completed after 25 years.

Sick leave accumulated prior to September 1977 will not be subject to sick leave conversion upon retirement or death. An employee shall enjoy the number of days accrued prior to such date but such days will not be convertible under the terms of the paragraph entitled, "sick leave conversion upon retirement or death."

For employees hired after July 1, 2018 the maximum sick leave conversion amount shall be five thousand dollars (\$5,000.00).

ARTICLE 21

21.1 PERSONAL DAYS

Employees covered by this Agreement shall, on each January 1st, be credited with three (3) personal days. The days must be used between the January 1 date when credited and December 31 of that calendar year or else forfeited. As a condition for taking a personal day, the employee must provide at least 24 hours advance notice to the department head. The personal days shall be taken like vacation days but shall not be counted against any sick, vacation or any other paid leave. An employee may elect to take these days in fractions of not less than two hours.

ARTICLE 22

22.01 INCENTIVE LEAVE:

The calendar year is divided into two incentive periods i.e.

- 1) January 1 to and include June 30
- 2) July 1 to and include December 31

An employee who has perfect attendance and who has not been tardy more than three times by more than fifteen minutes, and who has not failed to properly "punch in or out" more than twice (unless with approval of Superintendent or Highway Supervisor) shall earn a full day off for the incentive period.

22.02 Such earned incentive day shall be taken within the next succeeding incentive period and may be taken in fractions of not less than two hours. A request for the leave will be on forms provided by the Town at least twenty-four hours in advance of the time requested. Such time will be granted by the department at such time that will cause the least interference with the performance of the regular work of the department.

In no event will days earned hereunder be convertible into monetary buyback.

22.03 For the purposes hereunder, the following are to be categorized as qualifying absences:

1. An absence due to authorized vacation leave or a day earned and taken under this program.
2. An absence due to jury duty leave.
3. An absence due to contractually authorized Union business leave.
4. An absence due to authorized bereavement leave under the contract.
5. An absence due to holiday leave.
6. An absence due to personal leave.
7. An absence authorized by military leave provisions, industrial accident hearing requirements or otherwise authorized by the superintendent.

Disqualifying absences are sick leave, three or more instances of tardiness or lost time due to worker's compensation.

ARTICLE 23

23.1 SICK LEAVE INVOLVED WITH WORKERS' COMPENSATION:

Upon written application supplied by the Town, an employee involved in a workers' compensation case may receive the difference between what he receives from workers' compensation and his regular pay deductible from his sick leave to the extent that he/she has sick leave available and subject to the following provisions:

- a. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the Town, which may require periodic written medical testimony supporting the claim of continued incapacity as a condition precedent to its approval.
- b. Full pay shall be the employee's wage for his regularly scheduled work-week, less the amount which he receives from Workers' Compensation benefits. Every on-the-job accident must be reported by the employee to his immediate supervisor and to the office of the Department of Public Works.

ARTICLE 24

24.1 BEREAVEMENT LEAVE:

Bereavement leave shall be granted to employees without loss of pay subject to the following provisions:

If death in the family of an employee is that of a brother-in-law, sister-in-law, uncle, aunt, the employee shall receive up to one (1) day's leave, provided further that such day of leave is the employee's regular working day and is taken to attend the funeral of such relative.

If death in the family of an employee is that of a father, mother, spouse, child, sister, brother, grandparent, mother-in-law, or father-in-law, the employee shall receive up to three (3) days bereavement leave, one day of which shall be the day of the funeral services, burial service or memorial service.

For the purpose of eligibility of the personal leave day set forth in Article 22, an absence due to bereavement taken in accord with this Article will not

render an employee ineligible for the personal leave day.

ARTICLE 25

25.1 UNPAID LEAVES:

An unpaid leave of absence may be requested by an employee and may be granted within the discretion of the Town Manager. During such a leave seniority and benefits do not continue to accrue unless required by law.

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.

ARTICLE 26

26.1 MILITARY LEAVE:

- 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 employment with the Town shall be credited as time served in the Town's 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, for up to four weeks per year.
- d. If an employee is called to active duty for a longer period than four (4) weeks, the parties shall, upon request, negotiate as to the impact of such service and the benefits available under this Agreement.

ARTICLE 27

27.1 JURY DUTY:

For a period of up to ten days of scheduled work, any employee required to

serve as juror shall be paid an amount equal to the difference between the compensation received for such service and his regular pay. Employees are expected to report for work when released by the court prior to 12:00 p.m. This ten day limit shall not apply to Grand Jury service.

ARTICLE 28

28.1 UNIFORMS AND PROTECTIVE CLOTHING:

An employee will be required to wear the uniform supplied by the Town as a condition of employment. If any employee is required to wear a uniform, protective clothing, or any type of protective device, such uniforms, protective devices, and/or protective clothing shall be furnished to the employee by the Town; the cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Town. The type of protective clothing is contemplated as boots, foul weather gear, etc. Eleven sets will be provided with the agreement that short sleeve (cotton T-shirts) will be available for summer in mild weather usage. Tee shirts referred to above will be maintained by the employees. The Superintendent will be-the appropriate person to grant approval.

Failure to comply with uniform usage will be a basis of employee discipline so that employees, as well as the Town, acknowledge the wearing of the uniform is mandatory. Discipline concerning uniform usage will adhere to progressive discipline set forth in Article 30.

Each employee will be required to wear and maintain in good condition OSHA or ANSI-approved work shoe, boot or footwear while in the service of the Town.

ARTICLE 29

29.1 SAFETY COMMITTEE CODE:

A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up a safety code which both parties, after the approval by the Town Manager of the Agreement, agree to enforce. The Town will provide hepatitis shots and follow-up test upon request of the employee.

ARTICLE 30

30.1 SCHOOLING:

In the event the Town agrees to fully or partially pay for schooling or training of an employee, or otherwise accommodate it, the Town may establish the qualifications for such schooling/training opportunity, including a high school diploma or equivalent, a minimum of three years of department service, a good work history, and demonstrated relevant skills or licenses. Provided, however, that the opportunity will be provided to the more senior qualified applicant.

ARTICLE 31

31.1 DISCIPLINE

Employees will not be disciplined without specific reason based on just cause and in writing. Discipline may include demotion, reassignment, transfer, suspension, termination, or such action that is adverse to the interest of an employee, i.e., letter of reprimand and such other activity that the Town may deem appropriate. An administrative suspension with pay for the purpose of the Town investigating an incident or conduct, shall not be regarded as discipline, nor shall any verbal counseling or warning alone be the subject of an arbitration proceeding even if a written documentation of such action is placed in the employee's file; provided, however, that if these warnings are part of the progressive discipline for a subsequent or additional disciplinary action, the warning may be litigated by the parties in such arbitration proceeding.

An employee may resort to the grievance procedure (commencing at step two) in order to be heard and present his/her defense.

An employee may be immediately suspended without pay in appropriate cases, pending a hearing before the Town Manager, which the Town Manager shall schedule to take place no later than ten (10) working days after the date of such suspension without pay. A final decision of the Town Manager as to the disciplinary action to be imposed, if any, shall be made within the later of thirty (30) working days from the date of the incident, or thirty (30) working days from first knowledge of the incident by the Superintendent, or thirty (30) working days following the conclusion of any investigation or law-enforcement procedures by another public agency or authority or court to which the Town Manager has reasonably deferred. Such a review does not preclude the final determination of the

Town Manager from being grieved or arbitrated.

In the matter of termination, suspension, demotion, or step raise denial, the Town Manager will notify the Union as soon as practicable of the discipline imposed. The failure of notification will not void the discipline taken but it will serve to extend the time for the Union to grieve the matter at step two of the procedure.

The discipline will be progressive in nature, i.e.,

- A. Verbal counseling or warning
- B. Written warning
- C. Suspension or demotion.
- A. Discharge

In matters involving theft, dishonesty, fighting, intentional or grossly negligent behavior causing or threatening damage or physical assault to property or persons, or other serious misconduct, some or all of the steps of the discipline progression may be omitted.

Discipline based on lack of productivity or subpar work performances will be subject to this procedure.

A CDL license is a condition of employment for all employees, excluding employees of the Building Maintenance Division, except that the Town shall have the unreviewable right to otherwise designate a particular position for a particular length of time.

An employee who loses his/her license for a first occurrence of DUI or loses his/her ability to operate for an incident not job-related (e.g. medical) will not lose his/her job provided the license is restored within six months or such other period as may be established by statute; such employee shall, after expiration of said period, be provided Article 11 rights.

Except as evidence that the employee was aware of the Town's rules/expectations, a warning shall not be counted toward progressive discipline if the employee has actively worked for twelve subsequent months without being disciplined.

The president of the Union shall receive notice of all disciplinary action

including verbal and written reprimands unless otherwise prescribed. This notice is not a prerequisite or requirement for disciplinary action.

ARTICLE 32

32.1 REIMBURSEMENT FOR LICENSES, EXPENSES:

The Town agrees to pay each employee, during July of each year, by separate check, the amount of Six Hundred and no/100 (\$600.00) dollars net after applicable tax withholdings, as reimbursement for footwear (Article 28), use of the employee's personal cell phone for town business, and to allow for miscellaneous renewal costs for licenses required by the Town (excluding continuing education requirements as described below). Cell Phones must be on the employee's person when reporting to work. In addition to the licenses required for particular classifications, all employees, except employees in the Building Maintenance Division are required as a condition of employment to maintain a current valid CDL license. The Town shall not utilize the hoister license of employee in the skilled labor classification except by agreement with the Union and in salt and sand crew loading. Employees hired after November 1, 1999, shall have a hoister's license. Mechanics hired and operators hired or promoted on or after July 1, 2008 must maintain a hoister's license with a catch basin and cleaning endorsement.

An employee hired after January 1, 2005 (except plumbers and electricians) must obtain a catch basin endorsement. The Employer agrees to assist any such employee who requests assistance in passing any testing requirement needed to obtain a catch basin endorsement. Such assistance may be in the form of coaching or tutoring an employee or making recommendations to the testing authority as to possible testing accommodations. No current employee hired before the effective date of this Agreement who tries in good faith to obtain a catch basin endorsement will be disciplined for not obtaining one.

The Town will also provide full reimbursement for continuing education and Licensing expenses for the following:

Electrician: Electrical License CEU's

Plumber: Plumber License CEU's

Facilities Foreman: Contractors License CEU's

Head Pump Station Repairman: Water Distribution Class 1, 2, 3 Licenses, Water treatment Class 1 CEU's

Pump Station Repairman: Water Distribution Class 1, 2, 3 Licenses, Water treatment Class 1 CEU's.

Cross Connection Inspector: Backflow License CEU's

Any professional licenses (current or future) required in job description with the exception of Hoisters, Drivers, and 4-E license which will not be fully reimbursed.

All employees hired after July 1, 2015 and any employee promoted to Foreman after July 1, 2015 shall have a 2A or 2B endorsement and a 4E, catch basin endorsement.

- a. For new employees hired after July 1, 2018 or employees who are promoted after July 1, 2018, such employees will be required to maintain a "Tanker Endorsement" on the Commercial Driver's License.
- b. For any license not required by the job description, employees may receive \$100 upon obtaining and \$100 upon each subsequent renewal of such license subject to prior approval by the Superintendent. Employees seeking approval will submit a letter to the Superintendent requesting the same by June 1st. This stipend, if approved, shall be paid in July along with the boot allowance.

ARTICLE 33

32.1 TEMPERATURE:

The parties agree that there will not be any berming or paving performed except under emergency conditions, when the outside temperature is above 90°F.

ARTICLE 34

33.1 MISCELLANEOUS PROVISIONS:

- a. Bulletin Board - announcements shall be posted in conspicuous places.

Parties to this Agreement, both of whom may use the bulletin boards for notices or routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

- b. 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 policies or practices not expressly made a part of this Agreement are not binding on the Town unless made the subject of a written agreement subsequent to the date of the currently effective Agreement. Where a policy or practice has openly existed and been practiced for three or more years and meets generally accepted definitions of "past practice" as understood by arbitrators, such policy will be recognized by the parties and enforceable by this Agreement, provided that where the Town or its representatives change or propose to change such policy or practice, the Union shall, upon request to the Town Manager, have the right to negotiate as to the impact of the change or proposal prospectively.
- c. No Discrimination - The parties to this Agreement agree that they shall not unlawfully discriminate against any person because of race, creed, color, sex, or age and that all covered employees shall receive the full protection of this Agreement.
- d. Access to Premises - The Town agrees to permit representatives of the Union to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees.
- e. In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for four (4) hours at the rate to which he would be entitled for his shift.
- f. The Union agrees that during the life of this Agreement, there will be no striking, picketing, or stoppage of work, and the Town agrees that there will be no lock-out.
- g. No agreement, understanding, alteration, or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. All such agreements as of the date of execution of this Agreement are expressly found within the

Agreement or its incorporated Appendices, and the four-point Memorandum of Agreement.

- a. *Union Business*-The Union agrees that no more than three (3) Union members will be absent from work at any given time to conduct Union business, including as members with Union counsel of a negotiating team with respect to this agreement, any subsequent agreement, or any subject of collective bargaining.
- i. *Retirement*- If an employee's term of service for the Town be sufficient to vest for a retirement allowance through the Hampden County Retirement Board, and whether or not his/her employment is thereafter terminated prior to submitting a retirement application to the Retirement Board, the employee shall, once retired in accordance with 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.
- j. *Bi-weekly Pay and Direct-Deposit*- Effective July 1, 2021, Employees will be paid on a Bi-weekly basis and may be required to enroll in a direct-deposit program.
- k. The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of any such term or condition and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

ARTICLE 34A

33A.1 INSURANCE:

Each employee covered by this Agreement shall be eligible to participate in the Town's Health, Dental, and Life Insurance plan(s) beginning on the first day of a month following 30 days of employment. Employees who terminate their employment with the Town will be covered under the above plans for 30 days after they are no longer employed.

ARTICLE 35

34.1 DRUG/ALCOHOL TESTING

Attached as Appendix B to this Agreement and incorporated by reference herein, is the agreed upon Drug and Alcohol Testing Agreement.

ARTICLE 36

35.1 LONGEVITY:

Each employee based on the following anniversary date length of service shall be entitled to the following annual longevity benefit.

\$235.00 for five (5) years of service.
\$395.00 for ten (10) years of service.
\$550.00 for fifteen (15) years of service.
\$710.00 for twenty (20) years of service.
\$875.00 for twenty (25) years of service.

ARTICLE 37

36.1 DURATION:

This Agreement shall become effective on the first day of July 1, 2023 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.

THIS AGREEMENT IS EXECUTED THIS 24 DAY OF JUNE, 2024.

TOWN MANAGER FOR

UTILITY WORKERS UNION

THE TOWN OF
EAST LONGMEADOW

OF AMERICA LOCAL 169





APPENDIX A

FY2024 2.5% COLA Effective 07/01/2023 (retroactive)

YEAR 1

FR1	FOREMAN 1						
	BUILDING FAC - TECHNICIAN	30.0994	30.8519	31.6232	32.4138	33.2241	34.0547
	BUILDING FAC - ELETRICIAN						
TCCC,TCC	BUILING FAC - PLUMBER						
	HEAD PUMPING STATION OPERATOR/REPAIRMAN	30.0994	30.8519	31.6232	32.4138	33.2241	34.0547
FR2	CROSS CONNECTION CONTROL INSPECTOR						
	PUMPING STATION OPERATOR/REPAIRMAN	27.9796	28.6791	29.3961	30.1310	30.8843	31.6564
PMST	BUILDING FACILITIES REPAIRMAN						
	STANDBY FOREMAN (IF DESIGNATED)						
EQOP							
MEC	EQUIPMENT OPERATOR	26.4139	27.0743	27.7511	28.4449	29.1560	29.8849
	MECHANIC						
TNEO							
SKWR	SKILLED WORKER	24.6125	25.2278	25.8585	26.5050	27.1676	27.8468
LABO	LABORER	21.5250	22.0631	22.6147	23.1801	23.7596	24.3536

	FOREMAN 1						
	BUILDING FAC - TECHNICIAN						
	BUILDING FAC - ELETRICIAN						
% Step Increase	BUILING FAC - PLUMBER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	HEAD PUMPING STATION OPERATOR/REPAIRMAN						
% Step Increase	CROSS CONNECTION CONTROL INSPECTOR	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	PUMPING STATION OPERATOR/REPAIRMAN						
	BUILDING FACILITIES REPAIRMAN						
% Step Increase	STANDBY FOREMAN (IF DESIGNATED)	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	EQUIPMENT OPERATOR						
% Step Increase	MECHANIC	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
% Step Increase	SKILLED WORKER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
% Step Increase	LABORER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

FY2025 2.5% COLA Effective 07/01/2024

YEAR 2

FR1	FOREMAN 1						
	BUILDING FAC - TECHNICIAN	30.8519	31.6232	32.4138	33.2241	34.0547	34.9061
	BUILDING FAC - ELETRICIAN						
TCCC,TCC	BUILING FAC - PLUMBER						
	HEAD PUMPING STATION OPERATOR/REPAIRMAN	30.8519	31.6232	32.4138	33.2241	34.0547	34.9061
FR2	CROSS CONNECTION CONTROL INSPECTOR						
	PUMPING STATION OPERATOR/REPAIRMAN	28.6791	29.3961	30.1310	30.8843	31.6564	32.4478
PMST	BUILDING FACILITIES REPAIRMAN						
	STANDBY FOREMAN (IF DESIGNATED)						
EQOP							
MEC	EQUIPMENT OPERATOR	27.0743	27.7511	28.4449	29.1560	29.8849	30.6320
	MECHANIC						
TNEO							
SKWR	SKILLED WORKER	25.2278	25.8585	26.5050	27.1676	27.8468	28.5430
LABO	LABORER	22.0631	22.6147	23.1801	23.7596	24.3536	24.9624

	FOREMAN 1						
	BUILDING FAC - TECHNICIAN						
	BUILDING FAC - ELETRICIAN						
% Step Increase	BUILING FAC - PLUMBER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	HEAD PUMPING STATION OPERATOR/REPAIRMAN						
% Step Increase	CROSS CONNECTION CONTROL INSPECTOR	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	PUMPING STATION OPERATOR/REPAIRMAN						
	BUILDING FACILITIES REPAIRMAN						
% Step Increase	STANDBY FOREMAN (IF DESIGNATED)	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	EQUIPMENT OPERATOR						
% Step Increase	MECHANIC	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
% Step Increase	SKILLED WORKER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
% Step Increase	LABORER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

FY2026 2.5% COLA Effective 07/01/2025

YEAR 3

FR1	FOREMAN 1						
	BUILDING FAC - TECHNICIAN	31.6232	32.4138	33.2241	34.0547	34.9061	35.7788
	BUILDING FAC - ELETRICIAN						
TCCC,TCC	BUILING FAC - PLUMBER						
	HEAD PUMPING STATION OPERATOR/REPAIRMAN	31.6232	32.4138	33.2241	34.0547	34.9061	35.7788
FR2	CROSS CONNECTION CONTROL INSPECTOR						
	PUMPING STATION OPERATOR/REPAIRMAN	29.3961	30.1310	30.8843	31.6564	32.4478	33.2590
PMST	BUILDING FACILITIES REPAIRMAN						
	STANDBY FOREMAN (IF DESIGNATED)						
EQOP							
MEC	EQUIPMENT OPERATOR	27.7511	28.4449	29.1560	29.8849	30.6320	31.3978
	MECHANIC						
TNEO							
SKWR	SKILLED WORKER	25.8585	26.5050	27.1676	27.8468	28.5430	29.2566
LABO	LABORER	22.6147	23.1801	23.7596	24.3536	24.9624	25.5865

	FOREMAN 1						
	BUILDING FAC - TECHNICIAN						
	BUILDING FAC - ELETRICIAN						
% Step Increase	BUILING FAC - PLUMBER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	HEAD PUMPING STATION OPERATOR/REPAIRMAN						
% Step Increase	CROSS CONNECTION CONTROL INSPECTOR	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	PUMPING STATION OPERATOR/REPAIRMAN						
	BUILDING FACILITIES REPAIRMAN						
% Step Increase	STANDBY FOREMAN (IF DESIGNATED)	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	EQUIPMENT OPERATOR						
% Step Increase	MECHANIC	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
% Step Increase	SKILLED WORKER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
% Step Increase	LABORER	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

APPENDIX B

DRUG AND ALCOHOL TESTING AGREEMENT

In conjunction with the Town's Drug and Alcohol Testing Policy, this Agreement is made for the implementation of U.S. Department of Transportation Alcohol and Controlled Substances Testing Requirements.

Section I: Training for Supervisors:

Town representatives designated to determine whether reasonable suspicion exists must receive at least two (2) hours of training on alcohol and controlled substances misuse and indicators of probable misuse.

Section 2: Documentation of Reasonable Suspicion

Designated Town representative's recommendations to test employees will be in writing and describe the behavior and circumstances observed by and/or reported to that Town representative that is the basis for recommending that an employee be tested. The behavior giving rise to reasonable suspicion must be a recognized symptom of impairment or alcohol or controlled substances use; and is not reasonably explained (if the employee so states at the time) as the result of other causes. The records of facts and observations will be made as soon as is practical and without delaying the testing process. The record will include a description of the factors such as the employee's appearance, behavior, speech and witnesses to these factors. Nothing contained herein is to excuse the employee from being tested so long as Town Manager completes the testing form.

Section 3: Controlled Substances Testing Procedures

- A. Tests for controlled substances shall be conducted only by urinalysis and shall be performed by a laboratory certified by the Department of Health and Human Services (DHHS) to conduct such testing.
- B. Specimens will only be tested for cocaine, marijuana, opiates, amphetamines (including methamphetamines), phencyclidine, and other controlled substances as provided under the Omnibus Transportation Employee Testing Act of 1991 and its accompanying regulations, as amended from time to time. In the event that an employee is required to submit to a drug

test under this policy the employee may be tested for other controlled substances not presently tested under the Act. In the event that the employee is unable to provide a separate sample, a second testing appointment may be scheduled within no more than 4 hours of the original appointment.

- C. Urination will not be observed except as required by federal regulations. When visual observation is required, where practical, the observer shall be of the same gender as the employee. Reasonable privacy as to the employee and observer will be provided.
- D. The Town shall not require a driver to inform the Town of any over-the-counter medication or other therapeutic drug use except when the use of a controlled substance is prescribed by a physician who had advised the driver (or any label or instructions indicate) that the substance may adversely affect the employee's ability to operate a vehicle. At the collection site, the employee shall be given the opportunity to list any medications he or she is taking and his failure to do so will be to his/her peril.
- E. Prior to making a final decision to verify or report a positive test result, the medical review officer (MRO) shall give the employee an opportunity to discuss the test result. If the MRO believes the employee and determines there is legitimate medical explanation for the positive test result, he or she shall take no further action. A positive result will be reported consistent with the MRO's professional responsibility under law.

Section 4: Pay Status

Employees shall be paid for time pertaining to the administration of alcohol and controlled substances testing, including overtime. All time used by employees under this Section will be considered time worked for purposes of wages and overtime.

Section 5: Reassignment of Employees and Continuation of Pay

- A. Continuation of pay: when recommended by the E.A.P. a leave of absence shall be allowed for treatment of an in-patient or outpatient basis. Employees participating in rehabilitation programs shall be entitled to use their accumulated vacation, holiday, and other accrued sick leave time, after exhausting accrued leave. Nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA or other relevant laws or to

preclude discipline where appropriate consistent with Section 6 below.

- B. Return to non-safety-sensitive duties: Town shall discuss at the Union's request the feasibility of re-assigning employees who are participating in an outpatient rehabilitation program to duties within their job description which do not require the performance of safety-sensitive functions, or to another position for which he/she is qualified that does not require the performance of safety-sensitive functions. The Town is not obligated to create any positions; nor must it reassign employees to positions outside of the bargaining unit.

Section 6: Consequences for Covered Employees

- A. The Town may take appropriate disciplinary action against employees for just cause for a violation of the prohibitions in Section 3. However, no employee (so long as he or she complies with any program set up by the E.A.P.) shall be disciplined on the basis of the first occurrence of a confirmed positive alcohol or controlled substances test where such alcohol or drug use was off-duty and did not involve an employee who had an accident or altercation on the job.
- B. An employee who has tested positive for alcohol or controlled substances and is consequently prohibited from performing a safety-sensitive function shall be given a verbal explanation of the charges and the factual basis prior to being removed from the safety-sensitive function.
- C. Upon a second occurrence of a confirmed positive alcohol or controlled substance test, resulting from off-duty alcohol or drug use, an employees may receive suspension and may be subject to whatever program is established for him or her by the E.A.P. An employee may be terminated from his or her employment for noncompliance with the E.A.P. program.

Within one year of a subsequent occurrence, or where an employee fails to comply with the requirements of a program established by the E.A.P., an employee may be terminated from his or her employment.

NOTE: Employees who consume alcohol or controlled substances on the job, or who are involved in an accident or altercation, are not covered by the provisions of this Agreement concerning discipline. As provided in the Town's "Drug and Alcohol Testing Policy", such employees may be

terminated.

- D. Reassignment: Although at present there are no such positions available, the Town shall discuss with the Union at the Union's request the feasibility of assigning the employee to duties within the employee's job description which do not require the performance of a safety-sensitive function pending the outcome of any disciplinary action or until the employee has been recommended by the substance abuse professional to return to safety-sensitive functions. The parties will also discuss situations where the Town is unable to make such an assignment within the employee's job description. For example, the parties will discuss whether the Town should make reasonable efforts to assign the employee to another position that does not require the performance of a safety-sensitive function pending the outcome of any disciplinary action or until the employee has been recommended by the substance abuse professional to return to safety-sensitive functions in the employee's regular position.

Section 7: Other Alcohol-Related Conduct

The Town will discuss with the Union the issue of whether to reassign an employee with an alcohol concentration of 0.02 or greater but less than 0.04 to duties within the employee's job description that do not require the performance of a safety-sensitive function. At present, no such alternate position exists.

Section 8: Call In Procedure

Employees who are called in to work outside of their regularly scheduled hours shall promptly notify their department head if they have consumed alcohol within the previous four hours or have reason to believe that their alcohol concentration level would be 0.02 or greater. So long as they so notify their department head, these employees will not be required to submit to an alcohol test for the first occurrence or be assigned to perform a safety-sensitive function.

Section 9: Union Representation

The Town shall afford employees the right to Union representation whenever an employee is directed to submit to an alcohol or controlled substances test; however, testing will not be delayed more than one hour in any event. All issues, including discipline, relating to this agreement involving implementation of the

DOT alcohol and controlled substances testing regulations for employees covered by these regulations, as well as testing of employees not subject to the DOT regulations, are subject to the grievance and arbitration procedures in the collective bargaining agreement. Where an employee's grievance is sustained, the arbitrator will have appropriate authority to make the employee whole, including back pay and fringe benefits, restoration of seniority, return to the employee's original position, and have adverse references related to alcohol or controlled substances use or testing removed from the employee's records.

Section 10: Notice Requirements

- A. The Town shall provide detailed educational materials to each covered employee that explains federal regulations and the Town's policies. The attached "Drug and Alcohol Testing Policy" is intended to provide such information. At a minimum, when read together with this Agreement, the materials shall include:
1. The categories of drivers who are subject to these regulations;
 2. Information about safety-sensitive functions to make clear what period of the work day the driver is required to be in compliance;
 3. Specific information on conduct that is prohibited;
 4. The circumstances under which an employee may be tested for alcohol and/or controlled substances;
 5. The procedures that will be used to test for the presence of alcohol or controlled substances;
 6. The requirement that a driver submit to a test;
 7. An explanation of what constitutes a refusal to submit to a test;
 8. The consequences for drivers found to have violated a prohibition in this policy; including the requirement that the driver be immediately removed from safety-sensitive functions;
 9. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04;

1. Information on the effects of alcohol and controlled substances;
 2. The person designated by the Town to be contacted for questions or additional information; and
 3. The employees' right to representation in relation to alcohol and controlled substances testing under the collective bargaining agreement.
- B. The Town shall inform covered employees of these requirements and the Town shall retain a statement signed by each covered employee that he or she has received a copy of the materials described in this section.

MEMORANDUM OF AGREEMENT

- (1) The Town agrees to establish the following policy outside of the labor agreement and not subject to its provisions: "It is the policy of the Town, through its Town Manager, to recognize the principle of seniority with respect to job assignments within job classification and crews." The policy will be announced to all personnel and applied in good faith as a guideline throughout the Department. The policy will be an appropriate agenda item for meetings between the Union and the Town Manager or a designated Town representative, such meetings to be held at a mutually agreeable time no more than monthly except by mutual agreement.
- (2) The Parties agree that during the term of this Agreement the Town may create new positions that, given the nature of the duties to be performed as envisioned by the Employer, are to be included in the bargaining unit and covered by the Collective Bargaining Agreement. Prior to filing any such position, the Employer agrees to schedule a meeting with Union designated representatives to discuss, in good faith, the appropriate wage rate of the position(s) and the appropriate placement of the position(s) on the wage scale.
- (3) The Parties stipulate that the meter reader position is to be excluded from the bargaining unit covered by the Collective Bargaining Agreement. The Parties agree to cooperate with one another to achieve this objective during the term of the Agreement.
- (4) New Time Card Policy:
 - a. Change current policy to provide that, for time card policy violations only (violations of this policy to be treated separately from other infractions in terms of progressive discipline), the progression of discipline shall be verbal warning, written warning, 1-day suspension, 2-day suspension, 3-day suspension, 5-day suspension and the last step is termination. This policy providing for several progressive discipline steps will not apply to violations involving intentionally dishonest conduct such as tampering with time cards or time card equipment.
 - b. Suspensions for time card policy violations can be "bought" with vacation and personal time but discipline stands.

- c. Suspensions will be scheduled at the Employer's discretion.
 - d. After 6 months without time card infraction, discipline for time card policy violations will be reduced one level.
 - e. After one year without any infraction, employee will have a "clean slate" for purposes of the time card policy.
 - f. Place everyone at the levels they would currently be at under this new policy.
- (5) The Parties recognize that a Global Positioning System (GPS) has been installed in DPW vehicles and that this new technology is intended to enhance the quality of services provided by the Town to the community. The Parties acknowledges that the intent of this policy is not to "spy" on employees or harass them in violation of this Agreement or any law nor is it intended to unreasonably interfere with their privacy. Upon request, the Town shall provide the Union with information concerning the GPS System and how it works or is working. Any dispute concerning this MOA shall be subject to the Grievance and Arbitration Procedure in Article 5.
- (1) All pending grievances and claims relating to the GPS system to be withdrawn as settled.
 - (2) In lieu of using a separate GPS monitoring system, the Town may require the use of the GPS monitoring system available in DPW vehicle radios. Should the Town determine that it will require the use of the radio GPS monitoring system, whether on a temporary, indefinite or periodic basis, it shall notify the employee unit by providing at least five (5) working days written notice of the desired change to the Union President. Upon implementation of radio GPS monitoring of vehicles, all unit members will be required to leave vehicle radios turned "on" at all times. Tampering with the GPS monitoring system shall be prohibited.

MEMORANDUM OF AGREEMENT

- (1) The Union agrees that the Town is permitted to utilize laborers at the agreed upon rate in Appendix A for as long as the employees currently laborer positions remain in such positions. Currently there are three employees that are laborers and one vacant position that had been filled by a laborer. The employees who are currently in the position of laborers are as follows:

Damian Burns
Alex Caldwell
Alfredo Morales Rios

- (2) The Town agrees that when any of these employees leave their position, whether by separation of employment or due to being promoted to a higher graded position, the Town will provide notice of how it plans to fill such vacancy, i.e. whether to hire another unskilled laborer or instead hire a skilled worker to replace the unskilled laborer. This same procedure applies to the presently vacant position, which the Town has not yet decided how to fill. While the Town will have discretion to make the ultimate decision on any of these vacancies, it will not do so before offering to meet the Union to allow to provide their feedback and input.
- (3) The parties agree that the Town will be permitted to implement the decision immediately if the Union waives its right to a meeting, by either inaction by the proposed deadline or confirming in writing that they do not wish to meet to discuss the issue. The rate of
- (4) The rate of pay for replacement employee shall be consistent with the pay scales set forth in Appendix A to the CBA.
- (5) Should the Town wish not to fill the position or to create a new job classification, it is agreed the Town must follow normal CBA provisions relating to job elimination or creation of a new bargaining unit job classification
- (6) This Agreement shall be incorporated reference into the CBA and run concurrently in accordance with the expiration terms contained therein. Moreover, any modification to this Agreement shall be subject to ordinary CBA provisions unless the parties mutually agree to otherwise in a document signed by both parties.