

AGREEMENT
BETWEEN
THE TOWN OF EAST BRIDGEWATER BOARD OF SELECTMEN
AND

**GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF
BROCKTON & VICINITY, LOCAL 653**

Department of Public Works

JULY 1, 2022- JUNE 30, 2025

AGREEMENT

This Agreement is made and entered into by and between the Board of Selectmen of the Town of East Bridgewater (hereinafter referred to as the "Employer") and General Teamsters, Chauffeurs, Warehousemen, and Helpers of Brockton and Vicinity, Local 653 (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

Section 1.1

The Employer hereby recognizes for the purpose of collective bargaining the Union as the sole and exclusive representative for all full time and regular employees of the Highway and Land Management, Water, Fleet Maintenance and Facilities Maintenance Divisions of the East Bridgewater Department of Public Works (hereinafter referred to as the "employees"), but excluding the Director of Public Works ("Director"), Operations Manager, Facilities Manager, Highway and Land Management Superintendent, Water Superintendent, all confidential, managerial, and seasonal employees and all other employees of the Town and the East Bridgewater School Department. The Town will notify the Union if it establishes any new positions in the Department of Public Works after the date that this Agreement is fully executed and, if requested to do so by the Union, meet to discuss whether the positions should be included in the bargaining unit. The parties reserve their rights with respect to the inclusion or exclusion of new positions.

Section 1.2

The parties to this Agreement shall not discriminate against any employee because of race, creed, color, religion, nationality, sex, age or marital status, or by reason of the employee's membership in the Union or by reason of any activity in the Union not in contravention of any provision of this Agreement or law.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1

It is recognized that the Employer, acting through the Director of Public Works ("Director"), the Town Administrator, Operations Manager, Facilities Manager, Highway and Land Management Superintendent, Water Superintendent or other appropriate officials as may be authorized or designated, reserves and retains and will continue to do so, whether exercised or not, the sole and exclusive rights, powers and authority to control, direct and manage the affairs and operation, in all its aspects, of the Town of East Bridgewater Department of Public Works, including without limitation those set forth in the legislation establishing the East Bridgewater Division of Public Works (St. 2005, c. 178), the right to make, amend and enforce rules, regulations, policies and procedures and the right to determine staffing levels. These rights shall not be exercised in a manner inconsistent with the terms and provisions of this Agreement. No action taken by the Employer with respect to the exercise of such rights, powers and authority other than as there are specific provisions herein elsewhere contained shall be subject to the grievance and/or arbitration provisions of this Agreement.

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

Section 2.2

The term "Division Head" as used in this Agreement shall mean: Highway and Land Management Superintendent for the Highway & Land Management Division, the Water Superintendent for the Water Division, the Director for the Fleet Maintenance Division, the Facilities Manager, and the head of any Division established in the future.

ARTICLE 3- GRIEVANCE PROCEDURE

Section 3.1

A "grievance" is a complaint by an employee that is based upon an alleged violation of this agreement, or the interpretation or application thereof.

Section 3.2

- A. Level One: The grievance shall be presented in written or verbal form by the employee or the Union to the appropriate Division Head within five (5) working days of when the employee knows or should have known of the act or condition on which the grievance is based. The Division Head will meet with the Grievant within five (5) working days of receipt of the grievance, and, within five (5) working days following the meeting, will render a decision in the matter.

- B. Level Two: If the Grievant is not satisfied with the disposition of the Grievance at Level One, or if no decision has been rendered within five (5) working days of the meeting, the aggrieved employee may file the Grievance in writing to the Director. Such filing shall be made not later than ten (10) working days following disposition or non-decision at Level One. The Director will meet with the Grievant within five (5) working days of receipt of the grievance, and within five (5) working days following the meeting, will render a decision in the matter.
- C. Level Three: If the Grievant is not satisfied with the disposition of the Grievance at Level Two, or if no decision has been rendered within ten (10) working days, the aggrieved employee may file the Grievance in writing to the Board of Selectmen. Such filing shall be made not later than ten (10) working days following disposition or non-decision at Level Two. The Board will set a hearing date within ten (10) working days of receiving the grievance. The Board will render its decision within ten (10) working days of hearing the Grievance.

The Board of Selectmen may delegate responsibility for hearing and rendering decisions on Level Three grievances to the Town Administrator.

- D. Level Four: If the Grievant is not satisfied with the disposition of the Grievance at Level Three, or if no decision is rendered within ten (10) working days of the Level Three Grievance hearing, the Grievant may elect to forward their Grievance to Arbitration. Said submission shall be in writing and forwarded to the Employer not later than fifteen (15) working days following the Level Three decision.

The Arbitrator shall be selected by mutual agreement of the parties. If the parties fail to appoint an Arbitrator, they shall be selected from a list of Arbitrators supplied by the Labor Relations Connection ("LRC"). The parties will be bound by the rules and procedures of the LRC. The costs of Arbitration shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding.

- E. By mutual agreement, the parties may combine steps, skip steps and/or extend timelines. An agreement to extend any timeline contained in this Article shall be in writing. Failure to file or advance a grievance within the above timelines shall result in the grievance being deemed waived.

ARTICLE 4 - UNION RIGHTS

Section 4.1

Union Representatives/Stewards - The Employer recognizes the right of the Union to designate Union Representatives or Stewards. The number of Stewards will be limited to one Steward and one Alternate per Division. The Union agrees to notify the Employer in writing within seven (7) days of any changes in such designation. The authority of the Union Steward shall be limited to, and shall not exceed, the following duties and responsibilities contained throughout Article 4.

Section 4.2

Grievances – The investigation and presentation of individual grievances with the Employer or designated Employer representative in accordance with the provisions of this Agreement, provided it does not interfere with Employer's operations as determined by the Employer.

Section 4.3

Information - The transmission of such messages and information which originate with and are authorized by an officer of the Union, provided such messages and information have been reduced to writing, or are of a routine nature and do not involve, encourage or condone work stoppages, slowdowns, refusal to handle work assignments, or any other interference with the Employer's operations. All written notices shall be posted only on the designated bulletin board provided in section 4. Proper notices of interest to employees, pertaining to Union affairs, may be disseminated through the Employer's fax system provided such material emanates from a Union office.

Section 4.4

Bulletin Boards- The Union Representative or Steward shall have additional duty, responsibility and obligation to post proper notices of interest to employees pertaining to Union affairs if said notices are printed on Union Letterhead stationary, are appropriate to interests of the continuance of the Employer's business and are posted on the Employer designated bulletin board. The Union shall not post material which is derogatory or damaging to the Employer's business or industry.

Section 4.5

Release Time- A Union Representative properly designated in accordance with the provisions herein, upon presentation of proper advance notice to their supervisor, shall be allowed reasonable release time during their regular work hours without loss of pay or benefits.

Section 4.6

Steward Pay- In no event are Union stewards entitled to be paid by the Employer during time they spend acting in the capacity of Union Representative or Steward outside their normal scheduled work hours, unless the Union Representative or Steward has been asked to hold over their shift or come in outside their normal scheduled hours by the Employer to perform the regular duties within their job classification.

ARTICLE 5 - OVERTIME/SENIORITY

Section 5.1

Overtime Definition: Overtime is defined as any work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek for all employees covered by this Agreement. The Employer will determine what constitutes overtime, when it is necessary and which employees are qualified and eligible to work said overtime.

First Right on Overtime: The parties agree that overtime shall be offered first by seniority among qualified/eligible employees in the appropriate division who normally perform the work during the work week. In the event this pool is exhausted, overtime shall be next offered to other qualified bargaining unit members outside of the division on the basis of overall seniority.

Refusal: In the event that an employee refuses an overtime opportunity offered, he or shall rotate to the bottom of the overtime list. Employees will provide one (1) contact phone number, and the Employer shall attempt to contact the employee on the number provided. The employer shall leave a message if possible and the employee shall have five (5) minutes to respond to the message. In the event that the employee does not respond within five (5) minutes, it will count as a refusal and the employee will rotate to the bottom of the overtime list.

Scheduled Overtime: Overtime assigned more than eight (8) hours in advance, shall be considered scheduled overtime and employees shall be compensated at the overtime rate for all hours actually worked outside of the employee's normal work hours. Hours worked will be calculated by rounding up to the nearest ½ hour provided that the Employer determines that the partial hour of work is necessary.

Extension of the Work Day: In the event that an employee is asked to extend their workday they shall be compensated at the overtime rate for all hours actually worked.

Sunday and Holiday Overtime: The parties agree that employees required to work on Sundays or Legal Holidays as defined in this Agreement shall be paid at either: (1) two times the employee's hourly rate ("double time") for all hours actually worked or (2) a minimum of four hours at time and one half for any event where the employee is required to work over fifteen (15) minutes. The parties acknowledge that no minimum shall be paid unless the employee responds on scene with the appropriate equipment within thirty (30) minutes of the call. Otherwise, employees shall be paid for hours actually worked at the overtime rate.

Unscheduled or Emergency Overtime: In the event that an employee is required to work for an unscheduled or emergency event whereby the employee is required to leave their abode to respond, they shall be compensated for a four (4) hour minimum if they arrive on scene within thirty minutes of the call for which they are responding. In no event shall an employee be paid a four hour minimum if they do not arrive on scene within thirty (30) minutes of the call. Otherwise, employees shall be paid for hours actually worked at the overtime rate. Hours worked will be calculated by rounding up to the nearest hour for unscheduled overtime

Forced Overtime/Mandatory Overtime: In the event that no qualified employee accepts overtime, the employer shall have the right to require employees to work the overtime assignment beginning with the qualified employee with the least amount of seniority.

Bypass: In the event that an employee is improperly bypassed for overtime, their sole remedy is the placement at the top of the overtime list for the next available eligible overtime opportunity. However, the parties acknowledge that the person shall be "made whole" by being offered an overtime opportunity which is equal in time to the bypassed opportunity. The parties agree that

any and all grievances filed based on alleged violations of Article 5 shall be processed up to Level Three of the Grievance and Arbitration Article. In no event shall such grievance proceed to arbitration.

Snow and Ice Overtime: The parties agree that snow and ice removal performed outside of an employee's normal work hours shall be compensated at a minimum of four (4) hours at double time. All hours worked beyond four (4) hours during a snow/ice call shall be paid at double time on an hour-by-hour basis. This language shall only be operative in the event that there is not a continuous operation.

Continuous Operations: In the event that an emergency requires employees to work in excess of fourteen (14) continuous hours total for any event that disrupts essential services, employees shall be compensated at two times the employee's hourly rate ("double time") for all hours actually worked in excess of fourteen (14) hours. An employee is not required to stay into the next hour unless such service is deemed necessary by the Employer.

FOR EXAMPLE:

Work Shift begins at 7 AM:

- 7AM to 3PM, compensated at eight (8) hours straight time;
- If the event continues, 3PM to 9PM, compensated at six (6) hours at 1.5x;
- Now 14 hours effective, so 9PM to 11PM two (2) hours at 2x

Nothing in the Agreement shall prevent the Employer from securing resources not covered by this Collective Bargaining Agreement to address an emergency situation or to maintain essential services.

Overtime Eligibility: To be eligible for overtime employees must leave their abode and work on-site for a minimum of 5 minutes.

Section 5.2 On Call

Water Division

One employee in the Water Division shall be "On Call" beginning at 3:00 p.m. on Friday and continuing until 3:00 p.m. the following Friday.

As part of their on-call duties, the "On-Call" employee shall have exclusive responsibility to respond promptly to emergency calls from the Director or their designees or the Police Department and to get to the call within 20 minutes of being notified.

The "On-Call" Employee will be paid \$150 for the week they are on call and shall have exclusive rights to overtime opportunities with the division during such period as they are "on call".

The "On Call" duty shall be rotated among the employees with the division, starting with the employee with the most seniority.

For the purpose of this Article, the term "work site" shall encompass any area within the town of East Bridgewater.

Water Division employees, as a condition of their employment, are required to work mandatory weekly "On Call" shifts from Friday at 3:00 PM to the following Friday at 3:00 PM, based on a scheduled rotating list. Said employees must also avail themselves for weekend and holiday overtime for emergencies and the daily inspections of the pump stations and water treatment plants per Massachusetts Department of Environmental Protection Agency regulations.

Highway and Grounds Divisions

The Division Superintendent shall create and maintain a sign-up list that will be posted once every three (3) months. This list shall rotate and be governed by the principal of seniority. Employees in those divisions interested in working overtime shall sign up on the list for the list-period. If an employee has signed the overtime list but was deemed unavailable for the overtime call, they shall be credited with the overtime hours as if they actually had worked them but not receive compensation for said overtime. Management shall have the right to force the least senior member who has signed the list to work if no other member who has signed the list is available to work overtime. In the event that a probationary employee becomes eligible for overtime during a certain list-period, said employee will be placed at the bottom of the rotating list. The list will reset at the beginning of each new list-period. This process is exclusive of snow and ice overtime.

Section 5.3 Seniority

Seniority for the purposes of this Agreement shall be defined as the total length of continuous service as an employee of the Town's Department of Public Works. Seniority for the purposes of lay off shall be Department-wide for the classifications covered by this Agreement and shall date from the first day of membership in the bargaining unit. If a reduction in the work force is required, the layoff of employees shall be based upon Department-wide seniority for positions covered by this Agreement.

An employee laid off in a classification covered by this Agreement shall have the right to resume their full position in another classification and/or division covered by this Agreement provided he is qualified to perform the work required.

An employee who, under lack of work conditions, is unable to exercise their seniority rights in any classification in which they previously had worked, will be permitted to use their full Department seniority to displace the least senior employee in any lower rated classification covered by this Agreement in which they can perform the work available.

Employees laid off for lack of work, when called back to work, shall be re-employed in order of their seniority and in accordance with the seniority provisions as herein set forth.

When it becomes necessary to lay off employees, the Town will notify the Union steward and the Union of the names of the employees to be laid off at least seventy-two (72) hours in advance of notification to the employees. The Union shall use this information for the purpose of checking the seniority list and consulting with management where there appears to be reason to disagree with the selection of employees to be laid off.

The seniority list of employees shall be posted by the Employer.

Seniority shall terminate:

1. When an employee is discharged.
2. When an employee voluntarily quits their employment.
3. At the end of twenty-four (24) months after an employee is laid off for lack of work.
4. When an employee does not return on or before the expiration of their authorized leave of absence.
5. Any employee who is laid off for lack of work who does not report to work within ten (10) calendar days from the call date will be passed for that job and the next senior employee on the recall list will be called for the next open job.

ARTICLE 6 - WAGES

Section 6.1

Reference Appendix A for the applicable wage schedule.

Section 6.2

A regular, full-time employee shall be an individual who is employed on a full-time, permanent basis and works the defined work day, week, and year as cited in Article 5 of this Agreement.

Section 6.3

An employee hired on a temporary status, whether part- or full-time status, shall be compensated at the job rate of L 01 General Labor for all hours worked, and shall receive no other benefits of this Agreement. Temporary employee status shall not be used to fill positions having a funded duration exceeding ninety (90) days. This period may be extended by the Employer for an additional period of not more than ninety (90) days upon mutual agreement of the parties.

Section 6.4

An employee hired on a regular, full-time basis and assigned to a regularly established job and work schedule for the first four (4) months shall be considered to be on probation. Release of such employee from their employment during this probationary period shall be at the discretion of the Director or their designee and not subject to the grievance and arbitration provisions of this Agreement. If the employee is retained beyond the four (4) month probationary period, all benefits of this Agreement shall thereafter become effective and dated from the day next succeeding the

day of said probationary period. Prior to or upon completion of an employee's probationary period, the DPW Director may, at their discretion, extend an employee's probationary period for an additional two (2) months. If the Director exercises their discretion to extend a probationary period, they shall provide notice to the employee and Union. Probationary employees will be eligible to join the Union upon completion of thirty (30) days' employment.

Section 6.5

An employee directed to work a higher hourly rated job than their current regular assignment shall receive for all continuous hours so worked in excess of Four (4)) hours on said higher rated job its then assigned hourly rate of pay.

Section 6.6

Department of Public Works, Licenses and Certifications:

LICENSE/CERTIFICATE	HOURLY PAY INCREASE ¹
Electrical Hazard Awareness Certification	\$00.48
MA Pesticide Commercial Applicators License Category "00"	\$00.48
MA Pesticide Commercial Supervisory Certification Category "41" R.O.W.	\$00.58
Certified Arborist ISA or MCA	\$00.72
MA Drinking Water Supply Facilities Distribution License D1	\$00.41
MA Drinking Water Supply Facilities Distribution License D2	\$00.72
MA Drinking Water Supply Facilities Distribution License D3	\$00.72
MA Drinking Water Supply Facilities Treatment License T1	\$00.41
MA Drinking Water Supply Facilities Treatment License T2	\$00.72
MA Drinking Water Supply Facilities Treatment License T3	\$00.72
MA Backflow Testing License	\$00.48
MA Cross Connection Survey License	\$00.48
or equivalent Automotive Mechanic Certificate	\$00.72
ASE or equivalent Diesel Mechanic Certificate	\$00.72
Welders Certificate	\$00.29
MA Hoisting License Class 4E Catch Basin Cleaner	\$00.48
MA Hoisting License Class 4G Specialty Lawn Mower	\$00.29
MA Wastewater Operator Grade 4	\$00.72
NEWEA Collections Operator	\$00.48

Section 6.7

The Director shall determine when it is in the best interest of the Employer that employees hold certain licenses or certificates, they shall determine the type and quantity of licenses or certificates required in each Division and the number of positions that require the license or certificate. The licenses will be offered to employees in order of seniority when they become vacant or deemed

¹ Members that receive credit for a license listed herein, based on the Department's license utilization plan, shall receive the stated increase to their base salary.

necessary. Said determinations shall be made in writing and included in the Division's annual operating budget.

Section 6.8

Employees who work in regularly established jobs where a license or certificate is required by the Director, and who holds the appropriate license or certificate, shall be paid the above amount(s) for each full year, or part thereof on a pro-rated basis, that said license or certificate is held, no later than July 30 of each fiscal year.

Section 6.9

License Utilization Plan for Highway and Land Management Division. The following Licenses/Certificates shall apply to the Division. The Employer reserves the right to add Licenses/Certificates to the Division as well as changing the number of employees required to have them.

- a. Three (3) Electrical Hazard Recognition Certifications
- b. One (1) MA Pesticide Commercial Supervisory Certification Cat. "41"
- c. Two (2) MA Pesticide Commercial Applicator License Cat. "00"
- d. Two (2) MA Hoisting License 4E Catch basin Cleaner
- e. Two (2) MA Hoisting License 4G Specialty Mower
- f. All employees regularly assigned to division – MA Hoisting license Class 2B or greater

License Utilization Plan for Water Division: The following License/Certificates shall apply to the Water Division. The Employer reserves the right to add Licenses/Certificates to the Water Division, as well as change the number of employees required to have them.

- a. All employees regularly assigned to the Division MA Drinking Water Supply Facilities Distribution license D1 or greater
- b. All employees regularly assigned to the Division MA Drinking Water Supply Facilities Treatment license T1 or greater
- c. Two (2) MA Backflow Testing License
- d. Two (2) MA Cross Connection Survey Licenses
- e. All employees regularly assigned to division – MA Hoisting license Class 2B or greater

License Utilization Plan for Fleet Maintenance Division: The following Licenses/Certificates shall apply to the Fleet Maintenance Division. The Employer reserves the right to add Licenses/Certificates to the Division, as well as changing the number of employees required to have them.

- a. All employees regularly assigned to the division – ASE or equivalent Automotive Mechanics Certificate
- b. All employees regularly assigned to the division – ASE or equivalent Diesel Mechanics Certificate

- c. All employees regularly assigned to the division –Welders Certificate
- d. All employees regularly assigned to division – MA Hoisting license Class 2B or greater
- e. One (1) MA Hoisting License 4E Catch Basin Cleaner
- f. One (1) MA Hoisting License 4G Specialty Mower

License Utilization Plan for Facilities Maintenance Division: The following Licenses/Certificates shall apply to the Fleet Maintenance Division. The Employer reserves the right to add Licenses/Certificates to the Division, as well as changing the number of employees required to have them.

- a. One (1) MA Pesticide Commercial Supervisory Certification Cat. “41”
- b. Two (2) MA Pesticide Commercial Applicator License Cat. “00”
- c. All employees regularly assigned to division – MA Hoisting license Class 2B or greater

Section 6.10

It is understood and agreed that employees in the bargaining unit on July 1, 2006, who were eligible to be compensated for licenses and/or certificates that they were not required to have for their regular position shall continue to receive compensation for those licenses and/or certificates as long as they are in the bargaining unit, they maintain the license/certificate and, upon request, provide the applicable services.

Section 6.11

In the event that the only available class(es) for the licenses and/or certificates referenced in Section 6.6 above occur during regular work hours, the first person to submit a written request to the Union shall be the bargaining unit member allowed to attend such classes.

Section 6.12

Employees shall be responsible for maintaining all licenses in “active status” and the town will attempt to provide necessary continuing education training for licenses as needed (i.e. – CPR, OSHA 10).

Section 6.13

Employees shall be paid for the highest grade license they hold in each respective area not cumulatively for all licenses held.

ARTICLE 7 - WORK DAY, WEEK, YEAR

Section 7.1

The workday shall consist of eight (8) hours commencing at 7:00 a.m. and ending at 3:00 p.m. Employees may request a thirty (30) minute unpaid lunch from the Director or their designee. Employees who request and are granted a thirty (30) minute unpaid lunch shall work until 3:30.

Section 7.2

The work week shall consist of five (5) consecutive days, Monday through Friday, occurring in each calendar week.

Section 7.3

The work year shall consist of the fifty-two (52) weeks occurring in each calendar year.

ARTICLE 8 - SICK LEAVE

Section 8.1

Sick leave shall be granted with pay to a regular, full-time employee for illness and/or injury. In the case of a work related injury, sick leave and/or vacation leave may be granted up to a maximum of sixteen (16) hours per week. In no case shall the combination of workers' compensation and sick leave/vacation leave exceed the employee's regular weekly compensation. Sick leave must be utilized first, and vacation leave shall only be used in this circumstance once an employee has exhausted their sick leave.

Section 8.2

Each regular employee shall be credited with one and one-quarter ($1 \frac{1}{4}$) days of paid sick leave for each full calendar month worked. Sick leave can be used for an employee's doctor's appointment that cannot be scheduled outside of the regular work day. Employees may use sick and/or personal leave in one quarter ($\frac{1}{4}$) and one-half ($\frac{1}{2}$) day increments. The use of sick or personal leave to attend a medical or dental appointment shall not render an employee ineligible for overtime on the date such leave is utilized. The Employer may request documentation of the medical or dental appointment.

Section 8.3

A doctor's certificate may be required upon return from an absence exceeding three (3) days. The employee must notify their Division Head on or before the first day of the absence due to illness or injury, informing the Division Head as closely as possible when the employee expects to return to work. The employee is expected to keep their Division Head reasonably informed during their absence as to the expected duration of such absence. If deemed to be in the best interest of the Employer, the Director or their designee may require a physical examination of the employee, such examination to be administered without charge to the employee.

Section 8.4

A bargaining unit employee may voluntarily donate sick days to another bargaining unit employee.

Section 8.5

Employees shall be permitted to accumulate unused sick leave to a maximum of two hundred (200) days.

Section 8.6

Emergency Medical Leave

- A) For the purpose of the Article, immediate family shall be defined as: spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandchild, grandparent, daughter-in-law, son-in-law.
- B) Employees may apply sick leave as needed to attend to a sick or injured member of their family up to a maximum of five (5) days. When possible, the employee shall notify their Division head three (3) working days prior to taking such leave. Notice shall be waived in the event of medical emergency. The provisions of this article shall be administered in accordance with the provisions of the Family and Medical Leave Act of 1993.

Section 8.7

Sick Leave Buyback Upon Retirement or Death

For all those employees hired on or before August 1, 2022, upon retirement or death, an employee, or their spouse or estate, may buy back all unused sick leave up to two hundred (200) days, at 50% of the employee's rate at the time of retirement or death.

Section 8.8

Low Sick Leave Utilization Stipend

Employees who use twenty-four (24) hours or less of sick leave time in an entire work year (between July 1st and June 30th) shall receive eight (8) hours additional Personal Time carried forward into the next work year. Employees who are eligible can redeem sick leave days and shall receive their stipends, either at the end of the fiscal year or according to the following schedule:

ARTICLE 9 – HOLIDAYS

Section 9.1

A regular, full-time employee shall receive the following Holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas (Except the day after when
Juneteenth	Christmas is Thursday)
Independence Day	Christmas Day
	One-half (1/2) day before New Year's Day

Section 9.2

A holiday celebrated on a regularly scheduled work day off shall be observed on the nearest regularly scheduled work day.

Section 9.3

An employee must work their assigned workday immediately preceding and immediately following the holiday in order to receive pay for the holiday.

Section 9.4

An employee may be required by the Director or their designee to work on a holiday in order to maintain essential services or attend to an emergency situation declared to exist by the Director or their designee. An employee required to work shall receive their holiday pay in addition to the pay required by the overtime article for working a holiday.

Section 9.5

There shall be no additional Holidays without the consent of the Board of Selectmen.

ARTICLE 10 - BEREAVEMENT LEAVE

Section 10.1

A regular, full time employee shall be allowed, upon their request up to five (5) days leave with pay for a death occurring in their immediate family. For the purpose of this article, immediate family is defined as: spouse, child, stepchild, grandparent, grandchild, parent, step parent, parent-in-law, and sibling. The funeral must be one of the five (5) leave days, and all leave days will run consecutively.

Section 10.2

A regular, full-time employee shall be allowed, upon their request, one (1) day's leave with pay to attend a funeral of the death of their aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

ARTICLE 11 - VACATION

Section 11.1:

All regular full-time employees hired prior to April 1, 2014 shall be granted vacation leave with pay in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION LEAVE</u>
After six (6) months or more but less than one (1) year of continuous service-	Total accrual for year- 40 hours (5 days)
After one (1) year or more but less than five (5) years of continuous service-	120 hours (15 days)
Five (5) years or more but less than ten (10) years of continuous service-	160 hours (20 days)
Ten (10) years or more but less than fifteen (15) years of continuous service-	200 hours (25 days)
Fifteen (15) years or more of continuous service, but less than twenty (20) years of continuous service-	240 hours (30 days)
Twenty (20) years or more of continuous service-	280 hours (35 days)

All regular full-time employees hired after April 1, 2014 shall be granted vacation leave with pay in accordance with the following schedule:

Length of Service	Vacation Leave
6 months but less than 1 year	40 hours (5 days)
1 year but less than 5	80 hours (10 days)
5 years but less than 10	120 hours (15 days)
10 years but less than 15	160 hours (20 days)
15 years but less than 16	160 hours (20 days)
16 years but less than 17	168 hours (21 days)
17 years but less than 18	176 hours (22 days)

18 years but less than 19	184 hours (23 days)
19 years but less than 20	192 hours (24 days)
20 years or more	200 hours (25 days)

Section 11.2

A regular full-time employee may carry over one (1) week (5 days) of their vacation time beyond their vacation period for a period of no longer than one (1) year. However, this carry-over week will be paid at the rate of pay in effect at the end of the vacation period from which it was carried over.

Section 11.3

Employees shall provide notice of their desire to take vacation.

<u>VACATION DURATION</u>	<u>NOTICE</u>
½ day	12 hours
1 day	24 hours
More than 1 day but less than 5 days	48 hours
5 days or more	7 days

Vacation requests shall be approved on a first come first served basis. Up to three (3) vacation days per year may be taken without notice. The Director or their designee may waive notice requirements in the event of an emergency. Requests for vacation time shall be made on multi-part forms to be provided by the Employer. Requests shall be submitted for approval to the Division Head. In the event that the Division Head is absent, the Director shall be the approval authority for such requests. If the Director is absent, the Town Administrator shall be the approval authority. The Employer shall not unreasonably deny vacation requests submitted in accordance with this procedure.

Effective July 1, 2020, in the event one or more employees request vacation time for the same period, it will be granted to the employee who requested the leave first. A minimum of at least 50% of any division's staffing will be maintained at all times to assure for continuation of services.

Section 11.4

Removed.

Section 11.5

All bargaining unit employees must utilize their accrued vacation time according to the following schedule:

0 – 2 Weeks' Vacation	No restriction
3 Weeks' Vacation	Must use 1 week in a block of 5 consecutive days
4 – 5 Weeks' Vacation	Must use 2 weeks of vacation in blocks of 5 consecutive days
6 - 7 Weeks' Vacation	Must use 3 weeks of vacation in blocks of 5 consecutive days

For vacation leave used during a week containing a paid holiday, a “week block” shall be considered four (4) vacation days plus one (1) paid holiday. For weeks containing two (2) paid holidays, a “week block” shall be considered three (3) vacation days plus two (2) paid holidays.

Section 11.6

Removed.

Section 11.7

Effective July 1, 2022, all employees shall receive their annual vacation accruals on said employee's employment anniversary date each year.

ARTICLE 12 - CIVIC DUTY LEAVE (JURY DUTY)

Section 12.1

Employees summoned for jury duty will be granted leave of absence with pay for time lost from their regular work schedule while on jury duty upon presentation of the appropriate summons to the Director or their designee by the employee.

Section 12.2

An employee who receives jury fees for jury service upon presentation of the appropriate court certificate shall either:

- a. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed their regular rate of compensation for the period involved; or
- b. Remit to the appointing authority the jury fees if less than the regular rate of compensation for the period involved.

Section 12.3

Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including expenses reimbursed for travel, meals, rooms and incidentals.

Section 12.4

An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth, or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with their Division Head.

Section 12.5

An employee on court leave who has been excused by the proper court authority shall report to their official duty station if such interruption in court service will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

ARTICLE 13 - VOLUNTARY DUES DEDUCTION

Section 13.1

The Employer agrees to deduct from each employee's wages, dues, initiation fees and/or uniform assessments of the Local Union as each employee individually and voluntarily authorizes the Employer, in writing, to make such deductions. The employee's authorization form will be forwarded to the Employer no later than thirty (30) days prior to the effective date of the first payroll period from which the deduction is to be made. The employee shall individually and voluntarily complete the voluntary dues Check Off and Authorization Form to commence said deductions and each time there is a change in the amount to be deducted. The Union agrees to indemnify and hold harmless the Employer, its officers, agents, employees and elected officials ("Employer et al") for any liability in connection with the administration or enforcement of this provision, including, but not limited to any proceeding in which the Employer et al is made a party. The Employer agrees to remit to said Local Union all such deductions taken from the 1st payroll period of each month and remit to the Local Union by the 2nd payroll period of each month. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

Section 13.2

DRIVE (Democrat Republican Independent Voter Education)

The Town agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Town of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the

employee earned a wage. The Town shall transmit to DRIVE on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 14 - EFFECT OF AGREEMENT

Section 14.1

This instrument constitutes the entire Agreement of the Employer and the Union arrived at as a result of collective bargaining negotiations.

Section 14.2

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 14.3

The Agreement becomes effective and enforceable as to all of its provisions upon the date the parties enter into this Agreement.

ARTICLE 15 - SEVERABILITY

Section 15.1

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and shall be without force and effect except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 16 - JOB POSTING

Section 16.1

A regular established job in the bargaining unit which becomes vacant and which the Employer determines shall be filled shall be posted for ten (10) days. Following the ten (10) day period an appointment shall be made by the Division head. Such appointment shall be made following a reasonable process of interviews and qualifications. This procedure shall not apply during periods of fiscal necessity as determined by the Employer, or in the event of reorganization or

restructuring. In the event of reorganizations, restructuring, or fiscal necessity the parties agree to negotiate.

Section 16.2

In the event two or more employees bid on a vacant job, the most senior employee having the qualifications to perform all of the requirements of the job shall be appointed to the job. In the event only one employee bids on the vacant job, he shall be appointed to the job only if deemed qualified to perform all of its requirements. The employee appointed to the vacant job shall be compensated at its assigned rate of pay as provided (see Appendix A), and shall serve a probationary period of thirty (30) days on such job, at the end of which time the Director or their designee may cause the employee's reassignment of their former job and pay rate if the Director or their designee finds that their performance is unacceptable.

At any time during or at the completion of said probationary period the appointed employee may elect to return to their former job and hourly rate of pay without prejudice or penalty. Such reassignment or voluntary election to return to the former job shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 16.3

The Director or their designee may make job and Division reassignments to meet the needs of the DPW. No employee shall suffer reduction in their assigned hourly rate because of such job reassignment.

Section 16.4

No bargaining unit classification shall be altered or abolished before providing the Union with notice and an opportunity to bargain.

ARTICLE 17 - NO STRIKE- NO LOCKOUT

Section 17.1

The Union agrees that there shall be no strike, work stoppage, en mass quit, slowdown, or any other interference with the usual and customary conduct of the business affairs and activities of the Employer or any of its employees. The Union or any of its agents or members will not initiate, condone, sanction or participate in any of the foregoing acts, and if the Union by any action of its officers, agents or members initiates, condones, sanctions or participates in any such acts or interferences, this Agreement shall be considered terminated by the Employer.

Section 17.2

The Employer agrees that there shall be no lock-out of the employees from their employment during the term of this Agreement provided the employees continue in the faithful performance of their assigned and directed responsibilities.

ARTICLE 18 - LONGEVITY

Section 18.1

Removed.

Section 18.2

Any permanent employee hired prior to April 1, 2014, upon completion of ten (10) years of service shall be eligible for special longevity pay for one 3-year period. Special longevity pay shall consist of a 5% increase in the employee's base salary. The employee shall notify the Director or his designee in writing of the date the special longevity adjustment shall go into effect. At the end of the three (3) year period, the employer's salary shall revert to the proper salary for that employee's job title.

This special longevity adjustment shall be paid in one (1) three-year continuous period, and may not be taken in separate increments totaling three (3) years.

No specific form is necessary, beyond the above-cited written notice.

ARTICLE 19 - MISCELLANEOUS

Section 19.1

Each member of the Bargaining Unit shall be granted personal leave according to the following schedule. Such leave shall be paid leave, and shall be separate from all other types of leave.

<u>LENGTH OF SERVICE</u>	<u>PERSONAL DAYS</u>
After one (1) year but less than two (2) years of continuous service-	1 day
After two (2) years but less than three (3) years of continuous service-	2 days
After three (3) or more years of continuous service-	3 days

Section 19.2

The Employer shall pay 70% of the monthly health benefit premium and the employee shall pay the remaining 30%.

In the event that another bargaining unit reaches a more favorable settlement on this issue, both parties agree that they will reopen for the purposes of extending the economic benefit.

The parties agree that the Town's failure to reach an agreement with other unions on premium contributions or to conclude negotiations under this reopener shall in no way delay implementation of this provision.

Section 19.3

The employer shall reimburse the employee for the cost of the medical physical examinations required for a Commercial Driver's License. Said cost shall be determined by the actual cost the Town pays for the physicals at the Town's selected medical provider for the Department. At the time of this writing, the Town pays \$99.00 for DOT medical physicals.

Section 19.4

Effective July 1, 2020 there shall be an allowance of \$775.00 per employee covered by this collective bargaining agreement for the purchase of work related clothing/ uniforms and shoes as determined by the Town. The allowance will be used at an apparel provider of the Town's choosing. All shirts and jackets must be printed in some acceptable manner with the East Bridgewater DPW logo.

Employees will be dressed in a manner appropriate for their job duties and, aside from the wearing of shorts as set forth above, or unless otherwise excused by a supervisor, will only wear clothing/uniforms issued by the Town during their shift.

The Director shall also determine the initial issue of, replacement of and required wearing of protective gear, including without limitation, hard hat, safety vest, rain suit, slush boots, work gloves, safety glasses and hearing protection.

Section 19.5

The Employer will continue to provide the same level of health insurance benefits for the length of the Agreement.

- A. Effective July 1, 2006, a bargaining unit member employed prior to July 1, 2005, otherwise eligible for enrollment in a town health insurance plan, and enrolled in a plan as of July 1, 2005 will receive a \$1500 annual stipend for waiving participation in town health insurance.
1. A \$1000 annual stipend will be paid to a bargaining unit member employed on or after July 1, 2005, otherwise eligible for enrollment in a town health insurance plan, and enrolled in a plan on or after July 1, 2005 for waiving participation in town health insurance.
2. The annual stipend will be paid only if:
 - The employee is not covered under a town plan subscribed to by another employee of the Employer or school department; and

- The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

Section 19.6

The Town of East Bridgewater Alcohol and Controlled Substances Use and Testing Policy of the Department of Public Works, adopted on March 1, 2014, shall be incorporated into this agreement as Appendix B.

Section 19.7

Except in an emergency, as determined by the Division Head or their designee, employees will not be required to work outdoors when the outdoor temperature exceeds one-hundred (100) degrees Fahrenheit or falls below ten (10) degrees Fahrenheit. For the purpose of this article, “working outdoors” shall mean performing manual labor outdoors without any protection from the elements such as a shelter, enclosure or vehicle. It shall not be interpreted to include work assignments that can be accomplished in a shelter, enclosure or vehicle and/ or traveling to and from assignments or buildings on foot or in a vehicle. Employees who opt not to work outdoors will be given an assignment determined by the Employer.

Section 19.8

Phone Usage “Policy” (See Appendix C)

All full-time bargaining unit employees shall receive an annual cell phone stipend in the amount of \$275.00. For said stipend, each employee shall be required to provide their cell phone number as their primary contact number and be responsive to calls made to that number during their regular work day/hours. The cell phone number shall also serve as the employee’s primary contact number when needed to be contacted outside of regular work day/hours. For said stipend, the Employer maintains the expectation that employees will answer their cell phone when working. The Employer retains the right to discipline in the event that such expectation is not met.

Section 19.10

Employee Time Sheet

Management and Teamsters Local 653 will develop a “Weekly Employee Time Sheet” for all hours worked, including all regular and overtime hours that each Employee worked for the previous week (12:00AM Sunday to 11:59PM Saturday). This time sheet shall be submitted by 7:00AM Monday morning to their Foreman.

ARTICLE 20 - DURATION

20.1 Duration

This Agreement shall continue in full force and effect from July 1, 2022 until June 30, 2025, and shall be terminated automatically upon that date.

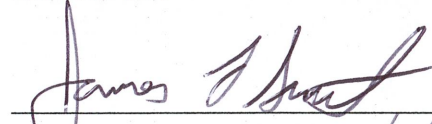
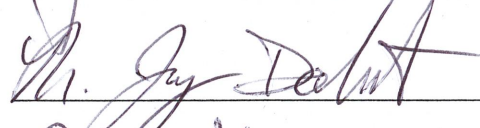
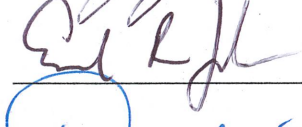
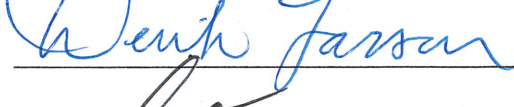

In accordance with M.G.L. c. 150E, §7(B), any provision of this Agreement requiring an appropriation is subject to funding by Town Meeting. If either party desires to negotiate a successor Agreement, such party shall, not later than sixty (60) days prior to the termination of this Agreement, give written notice thereof to the other party.

In the event said notice is given, negotiations for a successor agreement shall commence at a time and place mutually acceptable to the parties. This agreement shall remain in full force and effect during the period of said negotiations and until the signing of a successor agreement.


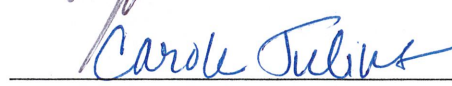
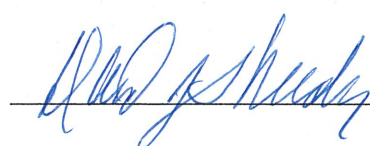
ARTICLE 21 – WAGE REOPENER

In the event that any other Town bargaining unit receives a Cost of Living Adjustment (“COLA”) increase above the amounts listed in this Agreement, the parties agree to return to the bargaining table for the strict purpose of discussing COLA increases.

FOR GENERAL TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN &
HELPERS OF BROCKTON & VICINITY,
LOCAL 653

FOR THE TOWN OF EAST
BRIDGEWATER

APPENDIX A

Increase wages as follows:

7/1/22:	See Chart
7/1/23:	2.0%
7/1/24:	2.0%

JOB TITLES/LABOR CLASSIFICATIONS

L-05 Supervisor / Chief Treatment Operator

L-04 Secondary Treatment Operator / Mechanic / Grounds Keeper / Tree Worker

L-03 Skilled Laborer

L-02 Semi-Skilled Laborer

L-01 Laborer

Direct Deposit-Effective July 1, 2017, all employees agree to utilize direct deposit for all payments from the Town.

7/1/22				7/1/23				7/1/24						
Wage Grid				Wage Grid				Wage Grid						
Position	Step Increase	Hourly Rate Base	Hourly Rate with CDLB @5%	Hourly Rate with CDLB @8%	Position	Step Increase	Hourly Rate Base	Hourly Rate with CDLB @5%	Hourly Rate with CDLB @8%	Position	Step Increase	Hourly Rate Base	Hourly Rate with CDLB @5%	Hourly Rate with CDLB @8%
L-01 Laborer														
Step 1	0.0%	\$ 21.26	\$ 22.32	\$ 22.96	Step 1	0.0%	\$ 20.78	\$ 21.69	\$ 22.77	Step 1	0.0%	\$ 22.12	\$ 23.22	\$ 23.89
Step 2	6.0%	\$ 22.51	\$ 23.63	\$ 24.31	Step 2	6.0%	\$ 22.03	\$ 22.96	\$ 24.10	Step 2	6.0%	\$ 23.42	\$ 24.59	\$ 25.29
Step 3	4.0%	\$ 23.39	\$ 24.56	\$ 25.26	Step 3	4.0%	\$ 22.91	\$ 23.86	\$ 25.05	Step 3	4.0%	\$ 24.33	\$ 25.55	\$ 26.28
Step 4	3.0%	\$ 24.08	\$ 25.28	\$ 26.00	Step 4	3.0%	\$ 23.60	\$ 24.56	\$ 25.78	Step 4	3.0%	\$ 25.05	\$ 26.30	\$ 27.05
Step 5	2.5%	\$ 24.66	\$ 25.90	\$ 26.64	Step 5	2.5%	\$ 24.18	\$ 25.16	\$ 26.42	Step 5	2.5%	\$ 25.66	\$ 26.94	\$ 27.71
Step 6	2.5%	\$ 25.27	\$ 26.53	\$ 27.29	Step 6	2.5%	\$ 24.79	\$ 25.78	\$ 27.06	Step 6	2.5%	\$ 26.29	\$ 27.61	\$ 28.39
L-02 Semi Skilled Laborer														
Step 1	0.0%	\$ 23.84	\$ 25.03	\$ 25.75	Step 1	0.0%	\$ 23.36	\$ 24.32	\$ 25.53	Step 1	0.0%	\$ 24.80	\$ 26.04	\$ 26.79
Step 2	6.0%	\$ 25.24	\$ 26.50	\$ 27.26	Step 2	6.0%	\$ 24.76	\$ 25.75	\$ 27.03	Step 2	6.0%	\$ 26.26	\$ 27.57	\$ 28.36
Step 3	4.0%	\$ 26.23	\$ 27.54	\$ 28.33	Step 3	4.0%	\$ 25.75	\$ 26.76	\$ 28.09	Step 3	4.0%	\$ 27.29	\$ 28.66	\$ 29.48
Step 4	3.0%	\$ 27.00	\$ 28.35	\$ 29.16	Step 4	3.0%	\$ 26.52	\$ 27.54	\$ 28.92	Step 4	3.0%	\$ 28.10	\$ 29.50	\$ 30.34
Step 5	2.5%	\$ 27.67	\$ 29.05	\$ 29.88	Step 5	2.5%	\$ 27.19	\$ 28.22	\$ 29.63	Step 5	2.5%	\$ 28.79	\$ 30.22	\$ 31.09
Step 6	2.5%	\$ 28.35	\$ 29.76	\$ 30.62	Step 6	2.5%	\$ 27.87	\$ 28.91	\$ 30.36	Step 6	2.5%	\$ 29.49	\$ 30.97	\$ 31.85
L-03 Skilled Laborer														
Step 1	0.0%	\$ 25.98	\$ 27.28	\$ 28.06	Step 1	0.0%	\$ 25.50	\$ 26.50	\$ 27.82	Step 1	0.0%	\$ 27.03	\$ 28.38	\$ 29.19
Step 2	6.0%	\$ 27.51	\$ 28.89	\$ 29.71	Step 2	6.0%	\$ 27.03	\$ 28.06	\$ 29.46	Step 2	6.0%	\$ 28.62	\$ 30.05	\$ 30.91
Step 3	4.0%	\$ 28.59	\$ 30.02	\$ 30.88	Step 3	4.0%	\$ 28.11	\$ 29.16	\$ 30.62	Step 3	4.0%	\$ 29.75	\$ 31.23	\$ 32.13
Step 4	3.0%	\$ 29.43	\$ 30.91	\$ 31.79	Step 4	3.0%	\$ 28.95	\$ 30.02	\$ 31.52	Step 4	3.0%	\$ 30.62	\$ 32.15	\$ 33.07
Step 5	2.5%	\$ 30.16	\$ 31.67	\$ 32.57	Step 5	2.5%	\$ 29.68	\$ 30.76	\$ 32.30	Step 5	2.5%	\$ 31.38	\$ 32.95	\$ 33.89
Step 6	2.5%	\$ 30.90	\$ 32.45	\$ 33.37	Step 6	2.5%	\$ 30.42	\$ 31.52	\$ 33.09	Step 6	2.5%	\$ 32.15	\$ 33.76	\$ 34.72
L-04 Operator/ Mechanic														
Step 1	0.0%	\$ 26.56	\$ 27.89	\$ 28.68	Step 1	0.0%	\$ 26.08	\$ 27.09	\$ 28.45	Step 1	0.0%	\$ 27.63	\$ 29.01	\$ 29.87
Step 2	6.0%	\$ 28.12	\$ 29.53	\$ 30.37	Step 2	6.0%	\$ 27.64	\$ 28.69	\$ 30.12	Step 2	6.0%	\$ 29.26	\$ 30.72	\$ 31.66
Step 3	4.0%	\$ 29.16	\$ 30.62	\$ 31.50	Step 3	4.0%	\$ 28.68	\$ 29.75	\$ 31.24	Step 3	4.0%	\$ 30.34	\$ 31.86	\$ 32.86
Step 4	3.0%	\$ 30.03	\$ 31.53	\$ 32.43	Step 4	3.0%	\$ 29.55	\$ 30.63	\$ 32.16	Step 4	3.0%	\$ 31.24	\$ 32.80	\$ 33.91
Step 5	2.5%	\$ 30.76	\$ 32.30	\$ 33.23	Step 5	2.5%	\$ 30.28	\$ 31.38	\$ 32.95	Step 5	2.5%	\$ 32.01	\$ 33.61	\$ 34.71
Step 6	2.5%	\$ 31.52	\$ 33.10	\$ 34.04	Step 6	2.5%	\$ 31.04	\$ 32.15	\$ 33.76	Step 6	2.5%	\$ 32.79	\$ 34.43	\$ 35.52
L-05 Division Supervisor														
Step 1	0.0%	\$ 28.22	\$ 29.63	\$ 30.48	Step 1	0.0%	\$ 27.74	\$ 28.78	\$ 30.22	Step 1	0.0%	\$ 29.36	\$ 30.83	\$ 31.71
Step 2	6.0%	\$ 29.88	\$ 31.38	\$ 32.28	Step 2	6.0%	\$ 29.40	\$ 30.48	\$ 32.01	Step 2	6.0%	\$ 31.09	\$ 32.65	\$ 33.58
Step 3	4.0%	\$ 31.06	\$ 32.61	\$ 33.55	Step 3	4.0%	\$ 30.58	\$ 31.68	\$ 33.27	Step 3	4.0%	\$ 32.32	\$ 33.93	\$ 34.90
Step 4	3.0%	\$ 31.98	\$ 33.58	\$ 34.54	Step 4	3.0%	\$ 31.50	\$ 32.62	\$ 34.25	Step 4	3.0%	\$ 33.27	\$ 34.93	\$ 35.93
Step 5	2.5%	\$ 32.77	\$ 34.40	\$ 35.39	Step 5	2.5%	\$ 32.29	\$ 33.42	\$ 35.09	Step 5	2.5%	\$ 34.09	\$ 35.79	\$ 36.82
Step 6	2.5%	\$ 33.57	\$ 35.25	\$ 36.26	Step 6	2.5%	\$ 33.09	\$ 34.24	\$ 35.96	Step 6	2.5%	\$ 34.93	\$ 36.68	\$ 37.72

APPENDIX B - DRUG AND ALCOHOL POLICY

The Town of East Bridgewater shall be subject to Federal regulations for Transportation Workplace Drug and Alcohol Testing pursuant to 49 CFR 40, which are hereby incorporated by reference. Any positive test results or violations of said Federal regulations shall result in the following action:

1. Random Controlled Substance and Alcohol Screening

First Positive Test Result

The employee shall be placed on administrative leave without pay, unless the employee has accrued vacation leave, personal leave, or sick leave and chooses to use it, in which case such administrative leave shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein.

The administrative leave with pay shall be contingent on the employee completing the required treatment program. The employee shall return to duty after successful completion of a program as identified by SAP and MRO. The employee must be in compliance with the program identified by SAP and MRO prior to receiving vacation, personal, or sick leave pay during the administrative leave period.

2. Post-accident as defined in the DOT regulations

First Positive Test Result

The employee shall be issued a fifteen (15) day suspension without pay, unless the employee has accrued vacation leave, personal leave, or sick leave and chooses to use it, in which case such suspension shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein.

The suspension with pay shall be contingent on the employee completing the required treatment program. The employee shall return to duty after successful completion of a program as identified by SAP and MRO. The employee must be in compliance with the program identified by SAP and MRO prior to receiving vacation, personal, or sick leave pay during the suspension.

3. Reasonable Suspicion

First Positive Test Result

The employee shall be issued a fifteen (15) day suspension without pay, unless the employee has accrued vacation leave, personal leave, or sick leave and chooses to use it, in which case such suspension shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein.

The suspension with pay shall be contingent on the employee completing the required treatment program. The employee shall return to duty after successful completion of a program as identified by SAP and MRO. The employee must be in compliance with the program identified by SAP and MRO prior to receiving vacation, personal, or sick leave pay during the suspension.

- 4. An employee may be discharged for any combination of two positive test results, including random testing, post-accident testing, reasonable suspicion testing, and return-to-duty and follow-up testing.**

Any positive test results incurred prior to April 1, 2014 shall not be considered a first positive test result under this policy.

APPENDIX C CELL PHONE USAGE POLICY

This document sets forth East Bridgewater DPW's policies about cell phone usage and applies to all workforce employees. For purposes of this policy, the term "cell phone" is defined as any handheld electronic device with the ability to receive and/or transmit voice, text, or data messages without a cable connection (including, but not limited to) cellular telephones, digital wireless phones, smartphones and iPhones. DPW reserves the right to modify or update these policies at any time.

1. Use of Cell Phones or Similar Devices.

- (a) General Use at Work. During normal or overtime work hours, employees are expected to exercise discretion in the use of cell phones for personal calls. Excessive personal calls during the workday interfere with employee productivity and are distracting to others. Employees should restrict personal calls during work time, and should use personal cell phones only during breaks in non-working areas. Other personal calls should be made during non-work time whenever possible, and employees should ensure that their friends and family members are instructed of this policy. The town is not liable for the loss of personal cell phones brought into the workplace. Employees may not use cell phones or similar devices to receive or place personal calls, surf the Internet, check phone messages, or receive or respond to e-mail while on the jobsite unless authorized by a foreman or supervisor. Authorized calls should be kept to a minimum and last no longer than a minute.
- (b) Unsafe Work Situations. The DPW prohibits the use of cell phones or similar devices while at any work site at which the operation of such device would be a distraction to the user and/or could create an unsafe work environment. Use of a cell phone while operating any piece of equipment is prohibited. If you receive a call from a foreman or supervisor you shall safely stop and get out of the equipment to return the phone call.
- (c) Use While Driving. The DPW prohibits employee use of cell phones or similar devices while driving a CDL vehicle unless a hands free device is being used. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to e-mail, checking for phone messages, or any other purpose. Employees may not use cell phones or similar devices to receive or place calls, text message, surf the Internet, check phone messages, or receive or respond to e-mail while driving. Employees must stop their vehicles in safe locations in order to use cell phones or similar devices.

2. No Use of Camera Phones.

The use of the electronic imaging function of cell phones is strictly prohibited for any purpose but the job related activities. Transmission of any DPW, data, and/or photos of the premises or of any employees, contractors, subcontractors, or visitors is forbidden.

Employees may not take photographs and video, whether by camera phone or any other device, in "private" areas, including restrooms and locker rooms. Employees who violate this policy will be subject to disciplinary actions, which may include deletion of the photos and confiscation of the camera, termination of employment, or legal action.

EMPLOYEE ACKNOWLEDGMENT CELL PHONE USAGE POLICY

I, _____, have received and acknowledge that I have read and will abide by the DPW's policy regarding cell phone usage.

In particular, I understand:

1. That the DPW has authorization to monitor my cell phone usage;
2. That the DPW may elect not to monitor and may not strictly enforce its cell phone policy, but that any such election or determination not to enforce the policy strictly will not be construed as a waiver of the DPW's right to enforce its policy in any particular situation;
3. That the use of a cell phone while driving a CDL vehicle is illegal and should be avoided as a general rule unless a hands-free feature is available;
4. That I should:
 - avoid using a cell phone (whether to place or take a call, or to check e-mail) while operating a vehicle or piece of equipment, especially in bad weather or heavy traffic.
 - place calls from a stopped vehicle if possible.
5. use a proper hands-free device (microphone and external speaker or earphone) when I am obligated to use a cell phone while driving.

That this signed form will be placed in my personnel file, and that any violation by me of the DPW's cell phone usage policy may result in disciplinary action (including termination), or other legal action.

Employee's Signature

Employee's Name

APPENDIX D - SOCIAL MEDIA POLICY

INTRODUCTION

To assist employees in making responsible decisions regarding the use of social media, the Town of East Bridgewater has established the guidelines below for appropriate use of social media.

DEFINITIONS

The term “*social media*” includes all means of communicating or posting information or content of any sort on the Internet, including to an employees own or a third party’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Town of East Bridgewater, as well as any other form of electronic communication.

The same principles and guidelines found in the Town of East Bridgewater policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow workers or otherwise adversely affects the Town of East Bridgewater may result in disciplinary action up to and including termination.

KNOW AND FOLLOW THE RULES

Carefully read these guidelines, the Town of East Bridgewater Information Policy and the Discrimination & Harassment Policies, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

BE RESPECTFUL

Always be fair and courteous to fellow workers, customers, and or residents seeking Town services. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers, contacting Management or your Union than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

BE HONEST AND ACCURATE

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Town of East Bridgewater, fellow associates, members, residents utilizing Town services, suppliers, people working on behalf of the Town of East Bridgewater.

POST ONLY APPROPRIATE AND RESPECTFUL CONTENT

- Maintain any confidential information learned through your employment relationship with the Town of East Bridgewater
- Do not create a link from your blog, website or other social networking site to the Town of East Bridgewater website without identifying yourself as a Town of East Bridgewater employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Town of East Bridgewater. If the Town of East Bridgewater is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Town of East Bridgewater, fellow associates, members, residents, suppliers or people working on behalf of the Town of East Bridgewater.

USING SOCIAL MEDIA AT WORK

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Town of East Bridgewater Electronic Usage Policy. Do not use the Town of East Bridgewater email addresses to register on social networks, blogs or other online tools utilized for personal use.

RETALIATION IS PROHIBITED

The Town of East Bridgewater prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

APPENDIX D-Tobacco in the Workplace Policy

PURPOSE AND SCOPE

The purpose of this policy is to ensure that the Town of East Bridgewater offers a smoke free and tobacco free environment for its workers and citizens in and around Town owned and/or operated buildings. Further, that all municipal vehicles and municipal worksites remain smoke and tobacco free.

Tobacco products prohibited in this policy include but are not limited to: cigarettes, E-cigarettes, cigars, pipe tobacco, cigarette tobacco, roll-your-own tobacco, smokeless tobacco, chewing tobacco, snuff, dip or any other product that contains tobacco or that can be smoked.

APPLICABILITY

This policy applies to all employees of the Town of East Bridgewater.

POLICY

It shall be prohibited for employees utilize any and all tobacco products in the following areas:

1. In any Town owned or Town operated building;
2. Within 200 feet of any Town owned or operated building;
3. Any Town worksite or Town work location;
4. Any vehicle owned, operated, leased or utilized by the Town for Town business;

COMPLAINT PROCEDURES

A. Any employee having a complaint that they are being exposed to tobacco may object in writing to their Department Manager.

B. The Department Manager must respond to the employee within ten (10) working days after receipt of the complaint.

SANCTIONS

Any employee who continues to knowingly violate this policy may be subject to disciplinary action up to and including termination.

APPENDIX E - WEAPONS-FREE WORKPLACE POLICY

PURPOSE

To ensure that the Town of East Bridgewater maintains a workplace safe and free of violence for all employees, the Town prohibits the possession or use of dangerous weapons on Town property or at a Town work-site.

PERSONS COVERED

All Town of East Bridgewater workers are subject to this provision, including contract workers and temporary employees. Police Department personnel who carry weapons as part of their job function are excluded from this policy.

A license to carry the weapon does not supersede Town policy. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

DEFINITION

“Town property” is defined as all Town owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Town’s ownership or control. This policy applies to all vehicles on Town owned or controlled property.

“Dangerous weapons” includes firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Weapons that are needed for a legitimate job function are excluded from this policy.

Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

SEARCHES OF PERSONAL PROPERTY

The Town of East Bridgewater reserves the right at any time and at its discretion to search with reasonable suspicion all Town owned or leased vehicles and all vehicles, plus packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy.

Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

APPENDIX F – SNOW AND ICE RESPONSE POLICY

Purpose:

It is the intent of this policy to clarify the Town's expectations regarding an employee's responsibility to respond to calls for snow and ice events.

It is impossible to address every potential issue in one policy; however, the Town recognizes the need to codify our current practice and to remind all employees that this is the existing expectation for all positions who respond to snow and ice emergencies.

The ability to respond to snow and ice emergencies is an essential function of positions in the Town of East Bridgewater's Highway Division.

Scope:

For anti-icing, de-icing or any other snow and ice event besides mechanical snow removal (plowing), two (2) separate work crews have been established.

Each member of the crew has been assigned a vehicle and route for anti-icing and de-icing operations. Each crew consists of six (6) employees. These crews will alternate weeks of being on-call for the period of time determined by the Director or their designee, typically December 1st to April 1st. During their respective on-call weeks, each crew member will be expected and obligated, as part of their job duties, to respond to **all** snow and ice removal events for a weekly time period commencing Friday at 3pm and ending the following Friday at 7am.

In the event that the Town is alerted of a snowstorm with at least forty-eight (48) hours advanced notice, the DPW Director, or their designee, shall provide the same notice (48 hours) to all employees. After providing said notice, the DPW Director, or their designee, shall respond to any and all leave requests or requests to be excused from working during the impending storm.

If a member of Crew A is unresponsive to a call within five (5) minutes or deems himself unavailable during their on-call week, he may be subject to disciplinary action.

If a member of the on-call crew is unresponsive or deems himself unavailable, the member of Crew B who is assigned to the same vehicle as the unresponsive/unavailable employee will be called to replace the unresponsive/unavailable employee – the same applies when crew B is on-call. If the corresponding employee on Crew B is unresponsive/unavailable they will not be subject to discipline under the scope of this policy.

Exceptions to disciplinary action may be made on a case-by-case basis. Such exceptions will be determined on certain factors including but not limited to:

- Reasonable prior notice by the employee of a specific event, vacation or extenuating circumstance with approval.

- The employee's relative history of responsiveness/availability.
- A pre-emptive event; the death of an immediate family member, auto accident during response, long term illness, etc.

Exceptions will not be made for repeating conflicts that are planned in advance, *i.e.* childcare; reoccurring recreational leagues, *i.e.* *bowling league*.

For mechanical snow removal events (snow plowing), **all DPW employees** are expected to respond when called. If any employee is unresponsive/unavailable, they may be subject to discipline with the same determining factors noted above taken into account.

Policy Notes:

Switching on-call weeks/nights/days/weekends with another employee is not permitted without prior approval from the Director or their designee. Prior approval shall mean approval given prior to 3:00PM of the previous workday.

When a holiday falls on a Friday during an on-call time period, the Director or their designee agrees to meet with the employees to determine when the on-call responsibility changes from Crew A to Crew B.

Employees will be compensated from the time they are notified for the event, provided they arrive at the DPW within 30 minutes of that notification. Employees who arrive after thirty (30) minutes of the notification will be paid from the time they arrive and will not be eligible for the four (4) hour minimum.

The employee who is on-call in reference to section 5.2 of the current Collective Bargaining Agreement will be notified to respond for any event whether their assigned crew is on call or not.