

AGREEMENT

Between

TOWN OF ACUSHNET

And the

MASSACHUSETTS LABORERS'

DISTRICT COUNCIL

On behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1249

Of The

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

ARTICLE I	BARGAINING UNIT	2
ARTICLE II	EMPLOYEE RIGHTS AND OBLIGATIONS	2
ARTICLE III	RIGHTS OF MANAGEMENT	3
ARTICLE IV	UNION MEMBERSHIP	3
ARTICLE V	GROUP INSURANCE PLAN	3
ARTICLE VI	WORKMAN'S COMPENSATION	4
ARTICLE VII	OVERTIME	4
ARTICLE VIII	UNION DUES AND INITIATION FEES, VACATION	5
ARTICLE IX	DISCRIMINATION & SENIORITY, CLASSIFICATION & PAY RATES	8
APPENDIX A	WAGE & CLASSIFICATION	21
ARTICLE X	BEREAVEMENT, JURY & MILITARY LEAVE	8
ARTICLE XI	LONGEVITY	9
ARTICLE XII	SICK LEAVE	10
ARTICLE XIII	HOLIDAYS	12
ARTICLE XIV	MEAL & BREAK PERIODS, CLOTHING ALLOWANCES	13
ARTICLE XV	MISCELLANEOUS & SEVERABILITY	14
ARTICLE XVI	GRIEVANCE PROCEDURE	18
ARTICLE XVII	DURATION OF AGREEMENT	19

AGREEMENT
between the
BOARD OF SELECTMEN
of
THE TOWN OF ACUSHNET. MASSACHUSETTS
And
MASSACHUSETTS LABORER'S DISTRICT COUNCIL, on
behalf of Local 1249 of the LABORER'S INTERNATIONAL UNION
of NORTH AMERICA. AFL-CIO. ACUSHNET DPW
EMPLOYEES

This agreement entered into by the Board of Selectmen herein after referred to as the Employer and Local 1249, Laborer's International Union of North America, AFL-CIO, herein after referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I
BARGAINING
UNIT

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for all such employees of the Department of Public Works in the Town of Acushnet, Massachusetts, but excluding clerical employees, superintendents of each department, department heads and part-time less than twenty hours per week or seasonal employees.

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

ARTICLE II

EMPLOYEE RIGHTS AND OBLIGATIONS

Except to the extent that there is contained in this Agreement. and express any specific provisions to the contrary. employees shall have, and be protected in the exercise of, the rights. freely and without fear of penalty or reprisal; to form, join or assist employees' organizations; to hold office and participate in the management of the Union; to act in the capacity of the Union representative; to engage in other lawful Union and concerted activities for the purpose

of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion and from any discrimination in regard to tenure, promotion or other conditions of employment. The Union agrees that it shall represent the interest of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

ARTICLE III

RIGHTS OF MANAGEMENT

Except to the extent that there is contained in this Agreement, and express any specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively to the Employer including, but not limited to, the rights to manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted including the contracting out of any work; to establish new job classifications and job duties and functions and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his services, to hire, promote, transfer, assign, retain, discipline, suspend, demote, and discharge employees; to relieve employees from duty because of lack of work or other legitimate reasons; **to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the departments.**

ARTICLE IV

UNION MEMBERSHIP

The Employer will advise the union in writing of the name, address, classification and department of each new employee. The Employer recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

ARTICLE V

GROUP INSURANCE PLAN

The Employer will continue for the duration of this Agreement to provide a group insurance plan on substantially the same basis as at present. The Employer will not itself operate the plan, but the insurance company or companies will administer the benefits, which shall be subject to such conditions and limitations as are provided by law. The premiums for such plan shall continue as currently provided by the Town to all Town Employees. Any claims

or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance and arbitration procedures herein.

ARTICLE VI

WORKMEN'S COMPENSATION

All Employees covered by this Agreement shall be covered under Worker's Compensation Law. Each such employee shall be entitled to the benefit and be subject to the provisions of the General Laws, Chapter 152. In the event that Worker's Compensation is claimed, the employee shall be granted and charged for accumulated sick leave to the extent of the difference between the amount paid in Worker's Compensation and his regular gross pay.

ARTICLE VII

OVERTIME

- (a) Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week.
- (b) An employee who has left his/her place of employment after having completed work on his/her regular scheduled shift and is called to work before the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate prior to 5:30 AM. After 5:30 AM the employee will commence his regular shift at his/her regular compensation.
- (c) Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the course of the work week. When in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens.
- (d) The Employer shall keep records of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Superintendent of the division.
- (e) **Overtime work shall be voluntary, except in case of emergency.** There shall be no discrimination against any employee who declines to work overtime.
- (f) **In emergency conditions, overtime work shall be mandatory.** For the purpose of this Agreement, **emergency shall be defined as an unforeseen happening or state of affairs requiring prompt action.** The superintendent shall make the decision as to what constitutes emergency conditions. For the purpose of this Agreement, **water main breaks and extreme weather conditions shall be considered as such emergencies.**

- (g) An employee working under emergency conditions shall be granted a 20 minute paid lunch period after the first (4) hours and then every (4) hours afterwards, and a fifteen (15) minute break after the 10th hour and 14th hour at the discretion of the foreman in charge. No employee will be required to work more than sixteen (16) continuous hours including meal breaks unless he is granted at least four (4) hours rest.
- (h) Vacation, holiday, and personal time shall be calculated for overtime purposes effective upon ratification date.
- (i) Non-Essential Rate will be time and a half, Equivalent to the number of hours the Non-Essentials missed. If the Board of Selectmen close Town Hall to Non-Essential personnel under emergency situations, Essential DPW workers will be paid time and a half starting at time of closing.

ARTICLE VIII

UNION DUES AND INITIATION FEES, VACATIONS

Section 1-A:

Employees shall tender the initiation fee (if any) and monthly dues by signing the Authorization of Dues form. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues, hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

The Treasurer shall transmit such Union Dues and Agency Service Fees together with a list of employees who have had said Dues or Fees deducted to the Treasurer of the Union monthly. The Treasurer shall request of the Treasurer of the Union such bond and in such form as shall satisfy the Treasurer in accordance with the provisions of Section 17A of Chapter 180.

Section 1-B:

For all employees who meet the eligibility requirements of this article and were hired prior to July 1, 2022 shall be entitled to vacation pay as described in the following section:

For all employees hired after July 1, 2022 who meet the eligibility requirements of this article shall accrue vacation pay as described in the following section:

Length of Service**Vacation Allowed**

1 Year – 5 Years	10 Days
5 Years 1 Day – 10 Years	15 Days
10 Years 1 Day – 20 Years	20 Days
20 Years 1 Day and Beyond	25 Days

In order to be eligible for full vacation pay an employee must have actually worked during the twelve-month period ending June 30th as follows:

Full time benefits are based on 2,088 hours worked. Part-time employees shall receive pro-rated benefits based on regularly scheduled hours worked.

Pro-rated from July 1st Fiscal Year: Refer to table below

Chart used to apply pro-rated vacation days earned only applies to bump up in years (5, 10, 20 years).

Year of Increase

<u>Month Service Start</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Days Earned	5	5	5	4 ½	4	3 ½

<u>Month Service Start</u>	<u>Jan</u>	<u>Feb</u>	<u>Marc h</u>	<u>April</u>	<u>May</u>	<u>June</u>
Days Earned	3	2 ½	2	1 ½	1	½

No more than two (2) employees shall have the same vacation period.

- Vacation approval shall require **three (3) weeks notification in advance**, unless not practical. Requests will not be denied unreasonably.
- One day's vacation may be granted with Board of Selectmen's, Town Administrator's, or Director's approval.
- Selection of vacation time, by seniority, for the next fiscal year, shall be made between May 1st and June 30th of the prior fiscal year. All requests will be approved by seniority. Any requests of more than ten (10) consecutive work days must be made between May 1st and June 30th with approval by the Board of Selectmen Town Administrator, or Director of Public Works.
- Employees with approved vacations as of June 30 cannot be bumped by a senior employee between July 1 and April 30.
- All vacation requests between July 1 and April 30 shall be on a first request basis, provided a minimum of three (3) weeks written notification in advance is given, unless not practical.

- Requests will not be unreasonably denied. Request to postpone/cancel pre-approved vacations shall not be unreasonably denied.

ARTICLE IX

DISCRIMINATION & SENIORITY

CLASSIFICATION PLAN AND PAY RATES

Section 1. Discrimination

Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, or national origin.

Section 2. Seniority

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

Section 3. Classification Plan and Pay Rates

In this Agreement, there shall be established a classification and pay plan. It shall list all positions covered by this Agreement, title along with the wages for each position. Such wage schedule to take effect on the effective date of this Agreement. Each employee covered by this plan shall receive a step increase in pay on the anniversary of their employment automatically

The Union agrees to a bi-weekly payroll.

For all employees, the salary adjustments (COLA) for this agreement shall be as follows:

FY22	0 %
FY23	2 % as of November 1, 2022
FY24	2 %

Upon execution of this agreement, employees shall receive a payment, as a one-time "signing bonus", of \$2,000.00 for all active employees prior to November 1 2022.

Rates Effective July 1, 2020

Job Title	Step I	Step II	Step III	Step IV	Step IV w/ \$500 Longevity	Step X w/ \$750 Longevity
	Upon Hiring	After 1 Year	After 2 Years	After 3 Years	After 5 Years	After 10 Years
Laborer	18.04	18.40	18.77	19.14	19.77	20.52
Water/Sewer Maintenance	20.16	20.57	20.98	21.40	22.07	22.87
Truck Driver	20.16	20.57	20.98	21.40	22.07	22.87
Heavy Equip. Operator	22.29	22.73	23.19	23.65	24.36	25.21
Working Water Foreman	23.35	23.81	24.29	24.78	25.51	26.38
Working Hwy. Foreman	23.35	23.81	24.29	24.78	25.51	26.38

In addition to the hourly wage each possessor of a licenses listed below will receive additional hourly compensation:

- \$1.00 per hour Class D1 (Drinking Water) License for Full Operator.
- \$1.00 per hour Truck Driver with Hoisting License Grade 2B
- \$1.00 per hour ANY Classification with Municipal Pesticide License
- \$1.00 per hour Class D2 (Drinking Water) License for Full Operator
- \$1.00 per hour Hoisting License(s) for Heavy Equipment Operator
- \$1.00 per hour Hoisting License(s) for Working Highway Foreman
- \$1.00 per hour Heavy Equipment Operator & Water Foreman/Secondary Water Operator with Class A CDL - Allows for driving the truck with a trailer and excavator on it. (Limited to 2 Union Members, one in Highway and one in Water.)
- \$1.00 per Hour Water Department Equipment Operator with more than 520 hours actually operating equipment
- \$5.00 per hour for Asphalt Road Paving when actually paving in excess of 25 feet utilizing the Leboy 8530 Paver

The Maximum number of licenses any one employee may accrue for payment is 3.

DPW (not including COLA 2%) revised
Effective as of November 1, 2022

Job Title	Step I	Step II	Step III	Step IV	Step IV w/ \$500 Longevity	Step X w/ \$750 Longevity
	Upon Hiring	After 1 Year	After 2 Years	After 3 Years	After 5 Years	After 10 Years
Laborer	18.04	18.58	19.14	19.71	20.54	21.52
Water/Sewer Maintenance	20.16	20.76	21.39	22.03	22.93	23.98
Truck Driver	20.16	20.76	21.39	22.03	22.93	23.98
Heavy Equip. Operator	22.29	22.96	23.65	24.36	25.33	26.45
Working Water Foreman	23.35	24.05	24.77	25.52	26.52	27.68
Working Hwy. Foreman	23.35	24.05	24.77	25.52	26.52	27.68

In addition to the hourly wage each possessor of a licenses listed below will receive additional hourly compensation:

- \$1.00 per hour Class D1 (Drinking Water) License for Full Operator.
- \$1.00 per hour Truck Driver with Hoisting License Grade 2B
- \$1.00 per hour ANY Classification with Municipal Pesticide License
- \$1.00 per hour Class D2 (Drinking Water) License for Full Operator
- \$1.00 per hour Hoisting License(s) for Heavy Equipment Operator
- \$1.00 per hour Hoisting License(s) for Working Highway Foreman
- \$1.00 per hour Heavy Equipment Operator & Water Foreman/Secondary Water Operator with Class A CDL - Allows for driving the truck with a trailer and excavator on it. (Limited to 2 Union Members, one in Highway and one in Water.)
- \$1.00 per Hour Water Department Equipment Operator with more than 520 hours actually operating equipment
- \$5.00 per hour for Asphalt Road Paving when actually paving in excess of 25 feet utilizing the Leboy 8530 Paver

The Maximum number of licenses any one employee may accrue for payment is 3.

Section 4. Out of Grade

- a) In an employee is asked to work in a classification higher than his/her classification, they shall be paid at the higher rate for all hours worked.
- b) If an employee is asked to work in a classification lower than his/her classification, they shall be paid at their normal hourly rate of pay for all hours worked.

ARTICLE X

BEREAVEMENT LEAVE, JURY LEAVE & MILITARY LEAVE

Section 1. Bereavement Leave

In the event of death in the immediate family of an employee, he/she will be granted leave with pay in the amount of up to four (4) working days, if needed, and such leave shall not be charged to sick leave or vacation leave. Additional days may be granted either without pay or the employee may use other benefited time with the Board of Selectmen or Director's approval.

Immediate family shall be defined as mother, father, sister, brother, child, wife, husband, domestic partner, grandmother, grandfather, mother-in-law and father-in-law. The employee will be allowed one (1) day leave in the event of bereavement of an aunt or uncle.

In the event of the death of a spouse's grandmother or grandfather, the employee shall be granted the day of the funeral with no loss of pay.

Section 2. Jury Leave

An employee in full time employment required to serve on a jury shall be paid the difference between compensation received from jury duty and his regular compensation rate.

Section 3. Military Leave

An employee in full time employment serving in the military service or reserve shall be paid the difference between compensation and allowance received while on active duty for annual reserve training not to exceed two (2) weeks and his regular compensation rate.

Section 4. Other Leave

An employee may, upon written request and with the approval of the Board of Selectmen be granted an unpaid leave of absence for good and sufficient reasons for periods not to exceed three (3) months.

Employees requesting a leave of absence shall do so in writing to the Superintendent at least four (4) weeks in advance. The Superintendent will submit to the Board of Selectmen his recommendations based on the work schedule and labor available to meet that schedule.

Upon further approval of the Board of Selectmen, such leaves of absence may be extended every three months for an additional nine months. During leaves of absence, sick leave and vacation time will not accrue. Said leave must be approved by the Board of Selectmen and be within the scope of Civil Service as set forth in the General Laws (Ter. Ed.) Chapter 31 presently in effect.

ARTICLE XI

LONGEVITY

5 Years: \$500.00 to be placed in base effective July 1st, 2007. The longevity will automatically increase with the wage adjustment each year.

\$750.00 for Longevity after completion of 10 years (Start of eleventh year) \$250.00 added to Base Pay in Step 10.

\$1,000.00 for Longevity after completion of 25 years (Start of Twenty-sixth year).

ARTICLE XII

SICK LEAVE

Conditions Under Which Sick Leave is Granted

Sick leave is granted at the discretion of the Board of Selectmen of the Town of Acushnet, Superintendent or his/her designee to an employee only under the following conditions:

When an employee cannot perform the assigned duties because of incapacitation as a result of personal illness or injury. Sick leave shall not be authorized for routine medical or dental examinations. Sick leave shall be accrued at the rate of 1 and ¼ days per month accumulated to fifteen (15) days per year. The calendar year is July 1st through June 30th.

Notification of Absences

Notification of absences due to illness shall be given to the superintendent or his/her designee one hour prior to the beginning of an employee's shift of the first day of absence. In all cases where possible, an employee who is absent due to illness two days or longer shall notify the superintendent or his/her designee by telephone of the date he/she is expecting to

return to work. An employee that is on extended sick leave shall be required to contact the superintendent or his/her designee periodically regarding his/her status. If such notification is not given, such absence may, at the discretion of the superintendent or his/her designee, be charged as absence without pay.

Review of Sick Leave Usage

An employee having more than five unsubstantiated absences during the calendar year shall receive Attachment "A" upon returning from his/her sixth unsubstantiated absence, or any portion of his/her sixth unsubstantiated absence utilized as sick leave. Said employees shall then be required to provide satisfactory medical evidence for each absence for the succeeding six months, including the sixth absence.

If the sixth unsubstantiated absence was a full day, the employee shall be required to provide satisfactory medical evidence for each absence for the succeeding six months, including the sixth absence.

This does not preclude, nor restrict the superintendent or his/her designee from requesting medical documentation in instances where probable cause exists to believe that sick leave is being abused. This would include instances in which the employee is using part of a day as sick leave and the frequency as such use warrants the submission of medical evidence. In such instances satisfactory medical evidence shall be requested using Attachment "B".

If the employee is absent 10 or more days during a calendar year the town may require the employee be examined by the town designated physician before granting additional sick leave.

Failure to provide satisfactory medical evidence within seven days of absence will result in the employee being denied sick leave for the absence and being placed off the payroll. In addition, disciplinary action may result.

The superintendent or his/her designee shall initiate progressive disciplinary action against an employee off the payroll due to the denial of sick leave on more than one occasion.

On a regular basis, but not less than once each year, the superintendent or the designee review the attendance records of their employees in order to determine if any such employees have developed a potential sick leave abuse problem. The superintendent or his/her designee should consider, but not limit themselves to, the following factors in completing this review:

- The excessive use of sick days within the past year that is not directly related to a known medical problem.
- The use of sick leave before or after days off.
- The continued use of sick leave on the same day of the week.
- The use of sick leave on a holiday.

- The use of sick leave before or after holidays
- The continued use of sick leave in increments of one day or less.
- An employee who tells the superintendent or his/her designee in advance that he/she will be out sick on a particular day.
- An employee who calls out sick yet comes to the office on personal business.
- The excessive use of sick leave by an employee who is terminating his/her employment.
- The use of sick leave immediately following a dispute between a supervisor and an employee over a work-related matter.

Sick Leave Slips

An employee is required to submit a department Sick Leave Slip on their first day he/she returns to work for days and hours of sick leave that was used. Failure to provide a department sick slip will result in the employee being denied sick leave for the absence and being placed off the payroll. In addition, disciplinary action may result.

Medical Evidence

Satisfactory medical evidence shall consist of a signed statement by a licensed physician, physician's assistant, nurse practitioner, chiropractor, or dentist that he/she has personally examined the employee and shall confirm the nature of the illness or injury, a statement that the employee was unable to perform his/her duties due to the specific illness or injury and the prognosis for return to work for the employee. The statement shall be on the letterhead of the attending physician, or medical provider as mentioned above and shall list an address and telephone number.

Medical Examination

The superintendent or his/her designee may require that an employee undergo a medical examination to determine his/her fitness for work upon return to duty following sick leave in excess of five consecutive days. The employee, if they so desire, may be represented by a physician of his/her choice.

In cases where there is a dispute between the aforementioned parties over the results of a medical examination, the employee may be required to undergo a second examination administered by a physician representing the Town of Acushnet to determine the employee's fitness to return to work.

On June 30th of each year any sick days accumulated above 150 days maximum will be bought back at a rate of \$30.00 per day for the term covered by this agreement. The yearly buy back will be paid between July 1st and July 15th following the end of the fiscal year in which such accumulation occurred.

Upon leaving the service of the Town, the Town shall pay the employee for each unused sick day, up to a maximum of 150 days, at a rate of \$30.00 per day for the term covered by this agreement.

ARTICLE XIII

HOLIDAYS

Regular employees shall be paid for each of the following holidays, which fall on or is observed on a regular work day:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Day Before Christmas
Independence Day	Christmas Day*

Paid holidays shall be considered as time worked provided the employee works the working day before and after the holiday. Each employee shall be paid for holidays falling on a Saturday or they shall be granted a compensatory day off in lieu thereof.

If an employee is absent due to sickness or injury on the day before and/or after a holiday, a medical certificate of such illness or injury may be required before said employee receives pay for that holiday.

*If Christmas Day should fall on a Thursday, the Day Before Christmas will be substituted with the Day After Christmas.

Every employee to receive four (4) Personal Days per year. One of the four (4) days shall require a one (1) week notification.

ARTICLE XIV

MEAL & BREAK PERIODS; CLOTHING ALLOWANCE

Section 1. Meal Periods

All employees shall be granted a meal period of one-half (1/2) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. In addition to the meal period, all employees shall be granted a break period of fifteen (15) minutes both in the morning at 9:00 a.m. and in the afternoon at 2:00 p.m. Break times may be adjusted with the Director or his/her designee's approval. Any employees that is required to and does work more than two (2) hours beyond the regular shift, shall be granted an

additional meal period of thirty (30) minutes with compensation.

To facilitate personal clean up prior to lunch and at the end of the work day, the following schedule shall be maintained:

Working At the Town Garage:

Stop work at start of lunch period and 5 minutes before end of shift.

Working Away From the Town Garage:

Leave job site 5 minutes before start of lunch period and 10 minutes before end of shift.

Starting time will be 7:30 a.m. . Quitting time will be 4:00 p.m. Lunch will be 45 minutes, of which 30 minutes is unpaid.

Section 2. Clothing Allowance

The Town will provide protective clothing for the employees within the meaning of General Laws (Ter. Ed.) Chapter 40, Section 6J.

The Town shall annually provide uniforms as follows:

(9) Changes

(2) Jackets

Boot Allowance: The Town will provide up to \$400.00 reimbursement per fiscal year for the purchase of OSHA compliant boots upon presentation of the proof of purchase.

ARTICLE XV

MISCELLANEOUS PROVISIONS & SEVERABILITY

Section 1. Miscellaneous Provisions

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

Union Representatives: The Employer agrees to permit representatives of the Laborers' International Union of North America, AFL-CIO and/or Local Union 1249 to enter

premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

The Union agrees General membership will not conduct any meetings on Town property or on Town time.

Section 2. Severability

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

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

Should the Union allege a change in terms and conditions of Employment inconsistent with MGL ch. 150E, it shall have ten (10) days from the date that it knew or should have known of any alleged change to request bargaining over such alleged change.

Section 3. Licenses

All special licenses, other than (Class 3) or its equivalent, needed to perform duties, shall be paid for by the Town of Acushnet at renewal time. Only licenses required by the Town will be paid for.

The Town of Acushnet shall pay the initial cost for educational and testing expenses that the employee's job requires for the classification that employee qualifies for. All tests after the first test will be paid by the employee. Failure to obtain the licenses that the job requires within one year will result in the transfer to the classification of Laborer in the pay step due to the employee based on his seniority. All updating and renewal of licenses and DOT physicals that are required for the particular job will be paid for by the Town of Acushnet, if the license is required for the particular job duty.

Section 4. Probationary Period

1. A newly-hired employee shall be on probation for the first six (6) months of employment. Probationary employees shall accrue no sick leave, personal days, clothing allowance, and/or license renewal while completing his/her probationary period.
2. The probationary period shall constitute a trial period during which the Town will judge the ability, competency, fitness and other qualifications of new employees to perform the work for which they were employed. The Town has the right to discharge any

probationary employee without cause during the probationary period. Such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

3. Any employee changing to a different job classification shall serve a probationary period of forty-five (45) days. This period is to allow the Employer time to judge the ability, competency, fitness, and other qualifications of the employee to meet the requirements of the new position. At any time during the probationary period, the Employer has the right to return the employee to his/her previous position.

Section 5. Civil Service Employees

Home Rule Petition: All employees covered by the Laborer's Agreement shall remain Civil Service employees for their life of their employment, ie: "grandfathered". This is to include but not limited to continued coverage when promoted to any title covered by the Collective Bargaining Agreement. "Grandfathered" employees shall also maintain super seniority over any and all non-civil service employees for their life of employment. No non-civil service employee shall ever be selected before, instead of, or in place of any "grandfathered" employee, with regards to promotions, selection of building assignments, vacation preference, personal leave, Family Medical Leave, leaves of absences, transfers, reinstatements, rehires, selection for overtime, shift preference, and permit work.

Section 6. Seniority for Civil Service Exempt Employees

Seniority: Except as specifically provided otherwise, seniority shall mean total length of service with the Employer commencing with earliest date of employment in any position covered by this Agreement.

Regular part-time employees shall accrue seniority and benefits on a proportional basis. The accrual rate shall be determined by the actual hours worked in relation to full time service in that position.

Seniority shall govern in the event of a layoff for lack of work or recall. The Employer shall post by July 16th within each Department, a Seniority List of employees and employees shall report any errors or omissions within fifteen (15) days of the posting.

- a) In the event the Employer decides to reduce the number of employees in a job classification covered by this Agreement, it is agreed that the provisions of this Article shall govern Reduction in Force ("RIF").
- b) Whenever feasible a RIF shall first be attempted to be accomplished by attrition.
- c) In the event that a RIF cannot be accomplished by attrition and an employee covered by this Agreement must be laid off, the Employer shall in writing notify the affected employee or employees by job classification in reverse order of seniority. Such notification shall be given as soon as possible, and in no event less than ten (10) work days prior to the scheduled layoff. In lieu of such ten (10) work

days prior notice, the Town at its option will pay the employee ten (10) work days severance pay. Copies of all such notices shall be given to the Union.

- d) Employees who are laid off shall be placed on a recall list for a period of two (2) years from the effective date of the layoff. The employee shall inform the Employer of his/her current mailing address and telephone number if there is any change. Employees on the call back list shall be recalled in order of seniority in the event of a job opening in the same classification from which they were laid off. Employees on the recall list shall also be notified in writing of all permanent and part-time job openings in different job classifications covered by this Agreement and may apply to fill such vacancies if qualified. A laid-off employee who is offered and accepts a permanent or part-time job opening shall maintain their recall status during the two (2) year period to be recalled to the same job classification originally held by the employee in the event that a vacancy occurs.
- e) Notice of recall and job vacancies in the same or lower job classification from which the employee was laid off shall be in writing and mailed to eligible employees on the recall list by certified mail, postage prepaid, to the last address on file for each employee. Employees so notified shall respond affirmatively if they so choose, in writing, within ten (10) calendar days from mailing of the notice, otherwise they shall be deemed to have waived their right to be recalled to the vacant position in the same job classification being offered, or to be re-employed in a vacant permanent or part-time position in a different job classification of the same or lower pay grade. Laid off employees on the recall list who elect to bypass a recall or re-employment opportunity shall remain on the recall list during the two (2) year period and shall remain eligible for future recall or re-employment. When an employee accepts the recall within the ten (10) calendar days required, the employee shall return to work within sixteen (16) calendar days from the date that recall notice was mailed.
- f) Employees on the recall list who apply for re-employment opportunities in a different job classification with the same or lower pay grade from that which they occupied at the time of lay-off shall not be entitled to re-employment over more qualified persons applying for the same position. However, in the event that the qualifications of the laid-off employee are relatively equal to that of other eligible employees, the laid-off employee shall be given the first opportunity to accept the position.
- g) Employees recalled to the same job classification shall not be deemed probationary employees and shall be placed in the same pay grade step they vacated at the time of lay-off and shall be eligible for a step increase on the next July 1st following their date of returning to work. Employees on the recall list who are re-employed to permanent positions in a different job classification subject to this Agreement shall be deemed to be probationary employees under

the provisions of this Agreement. They shall be placed at the maximum pay step allowed under the terms of this Agreement for new hires in the job classification pay grade for the positions which they are employed.

- h) Employees recalled or re-employed during the two (2) year recall period and who were not entitled to and did not receive payment for accumulated sick leave at the time of lay-off, shall have their sick leave restored to the accumulated amount at the time of lay-off, less any days owed to the sick leave bank, which shall be repaid from the employee's accumulated sick time.

Section 7. Promotional Opportunities for Civil Service Exempt Employees

- a) When a need to fill a promotional vacancy exists, it shall be posted for a period of five (5) work days. The posting shall contain the qualifications for the posted position and the applications of interested and qualified employees must be submitted in writing to the Employer prior to the close of the posting period. If there are no qualified applicants, the employer may fill the position from outside the bargaining unit.
- b) Promotion shall be based on qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. The Employer shall be the sole judge of qualifications and ability, provide that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure, except that the Union employees shall not be permitted to grieve the promotion of a senior employee by claiming that he/she, the junior employee is more qualified. Promotional opportunities shall include new positions created within the bargaining unit.
- c) Rate on Promotion: When an employee is promoted to a higher graded job, he/she shall enter the new grade at the step rate that will provide at least a one increment increase in wages based on the old grade at the effective date of the promotion.

Section 8. Leave of Absence for Civil Service Exempt Employees

Leave of absence may be granted to any employee by the Employer. Any employee wishing a leave of absence must notify the Employer in writing twenty-one (21) calendar days prior to the start of the requested leave. The Employer shall respond to the employee in writing within fifteen (15) working days of the receipt of the request. It is understood by both parties that emergency conditions may preempt the normal process outlined herein.

ARTICLE XVI

GRIEVANCE PROCEDURE

A grievance which in the opinion of the employee is a violation of this Agreement shall be settled in the following manner:

Step 1. The Union Steward and/or Representative, with or without the aggrieved member or employee, shall take up the grievance or dispute in writing with the Assistant Superintendent within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the DPW Superintendent within five (5) working days after the Assistant Superintendent's response is due. The DPW Superintendent shall respond to the Steward in writing within five (5) days.

Step 3. If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing within five (5) working days after the response of the DPW Superintendent is due. The Board of Selectmen shall respond in writing within ten (10) working days.

Step 4. If the grievance is still unsettled, the Union or the Employer may after the reply of the Board of Selectmen is due, by written notice to the other, request arbitration by application to the Division of Labor Relations.

The Arbitrator shall have no power to alter, amend, modify, add to, or subtract from the express terms of the collective bargaining agreement in his/her decision.

If the employee and/or Union fails to comply with the time limits identified in this article, then the employee and/or Union is foreclosed from pursuing its' grievance any further, and the grievance will be considered waived with prejudice. If the Employer fails to respond to a grievance within the proscribed time limits, the employer's failure to respond shall be deemed as a denial of the Union's grievance. Time limits in this Article may be extended by mutual agreement in writing.

ARTICLE XVII

DURATION and ENTIRETY OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect during the period of

July 1, 2021 to June 30, 2024.

Section 2. This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective, unless in writing, ratified and executed by the parties.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity and set forth in this Agreement.

Therefore, the Employer and the Union, for the duration 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:

1. Any subjects or matters referred to or covered in this Agreement, or
2. Any subjects or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 27 of September 2022 by their duly authorized officers and representatives.

For the EMPLOYER:

Town of Acushnet

Board of Selectmen

David Wojnar, Chair

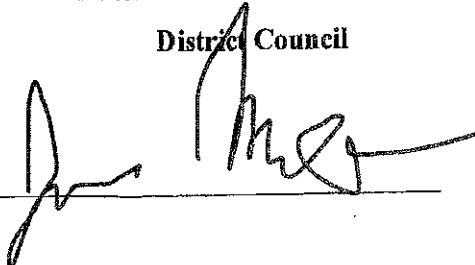
Kevin A. Gaspar, Sr.

Robert Hinckley

For the UNION:

Massachusetts Laborer's

District Council



Section 2. This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective, unless in writing, ratified and executed by the parties.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity and set forth in this Agreement.

Therefore, the Employer and the Union, for the duration 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:

1. Any subjects or matters referred to or covered in this Agreement, or
2. Any subjects or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 27 of September 2022 by their duly authorized officers and representatives.

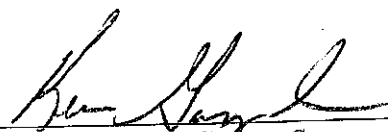
For the EMPLOYER:

Town of Acushnet

Board of Selectmen



David Wojnar, Chair



Kevin A. Gaspar, Sr.

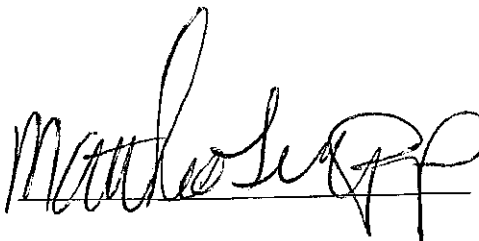


Robert Hinckley

For the UNION:

Massachusetts Laborer's

District Council



ATTACHMENT "A"

Dear:

I have completed a review of your attendance. Based on this review and in accordance with the provisions of Article XII of the collective bargaining agreement between the Board of Selectmen of the Town of Acushnet, Massachusetts, and the **Massachusetts Laborer's District Council** on behalf of Local 1249 of the **Laborer's International Union of North America, AFL- CIO, Acushnet DPW Employees.**

I have determined that you have had more than five unsubstantiated sick leave absences during this calendar year. Therefore, I am hereby notifying you that you will be required to provide satisfactory medical evidence for each absence for the next six months ending on Date

"Satisfactory medical evidence shall consist of a signed statement by a licensed physician, physician's assistant, nurse practitioner, chiropractor, or dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee was unable to perform his/her duties due to the specific illness or injury and the prognosis for return to work for the employee. The statement shall be on the letterhead of the attending physician, or medical provider as mentioned above and shall list an address and telephone number."

Medical evidence with the stamped signature of the medical provider is acceptable if the stamped signature is initialed by someone in the medical provider's office authorized to initial said evidence,

You should consider this notification a request for satisfactory medical evidence for each absence for the next six months in accordance with paragraph above.

Failure to provide satisfactory medical evidence within seven days of absence will result in denial of sick leave for the day (s) involved and may result in disciplinary action.

Very truly yours,

Employee Signature : ----- Date: _____

cc: Personnel File

ATTACHMENT "B"

Dear:

Article XII of the collective bargaining agreement between the Board of Selectmen of the Town of Acushnet, Massachusetts, and the **Massachusetts Laborer's District Council** on behalf of Local 1249 of the **Laborer's International Union of North America, AFL-CIO, Acushnet DPW Employees** provides the appointing authority can request satisfactory medical evidence in instances where probable cause exists to believe that sick leave is being abused.

Pursuant to said provision, I am requiring the submission of satisfactory medical evidence of the following period:

"Satisfactory medical evidence shall consist of a signed statement by a licensed physician, physician's assistant, nurse practitioner, chiropractor, or dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee was unable to perform his/her duties due to the specific illness or injury and the prognosis for return to work for the employee. The statement shall be on the letterhead of the attending physician, or medical provider as mentioned above and shall list an address and telephone number."

Medical evidence with the stamped signature of the medical provider is acceptable if the stamped signature is initialed by someone in the medical provider's office authorized to initial said evidence.

You should consider this notification a request for satisfactory medical evidence for each absence for the next six months in accordance with paragraph above.

Failure to provide satisfactory medical evidence within seven days of absence will result in denial of sick leave for the day (s) involved and may result in disciplinary action.

Very truly yours,

Employee Signature: _____ Date: _____

cc: Personnel File

ATTACHMENT "C"

**Town of Acushnet
SICK LEAVE SLIP
D.P.W/ Water & Sewer**

Name of Employee: _____

Department: _____

I hereby report absence on account of sickness on the following date(s) _____

☒ Incapacitated for performance of duties by personal illness/injury.

I notified the Department on the first day of absence: _____

Day/Time

Who reported to: _____

I certify that the above statements are true and correct.

Signature of Employee

Date

☐ Substantiated Absence

☐ Unsubstantiated Absence

Signature of Department Head

Date

ATTACHMENT "D"

Authorization for Payroll Deduction

By _____

Last Name

First Name

Middle

To _____

Employer

Department

I hereby request and authorize you to deduct from my earnings the Union Membership Initiation Fee, assessments and, once each month, an amount established by the Union as Dues, This amount deducted shall be paid to the Treasurer of the Union,

This Authorization shall be irrevocable for a period of one (1) year from the date hereof or until the termination of this Agreement (whichever occurs first) and shall be automatically renewed and irrevocable for successive similar periods of one (1) year, unless written order or revocation is given by me to you and to the Union ten (10) days prior to the expiration of the anniversary of the signing of this card or the termination of this Agreement (whichever occurs first).

Signed