

Collective Bargaining  
Agreement Between the  
Town of East Bridgewater  
And  
Teamsters Local 653  
July 1, 2022 – June 30, 2025

## **Article I**

### **Recognition**

- 1.1** The Board hereby recognizes for the purpose of collective bargaining the East Bridgewater Town Hall Administrative and Clerical Association, Teamsters Local 653 (the "Union") as the sole and exclusive representative for all full-time and regular part-time clerical and administrative employees of the Town of East Bridgewater, excluding the Police Department Administrative Specialist, the Board of Selectmen Administrative Assistant, the Board of Selectmen Senior Clerk, the Administrative Assistant to the Fire Chief and all managerial, confidential and other employees. Any reference to male employees shall include female employees. The parties to the 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 not in contravention of any provision of the Agreement or law.

## **Article II**

### **Management Rights**

- 2.1** It is recognized that the Board 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. These rights, powers and authority shall not be exercised in a manner inconsistent with the terms and provisions of this Agreement. No action taken by the Board 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 an/or arbitration provisions of the Agreement.
- 2.2** The parties agree that the Town has the right to hire temporary employees for a term not longer than ninety (90) working days to assist with clerical functions. Temporary employees will not be covered by the collective bargaining agreement or subject to its terms. The Union will be notified of the nature of the position and expected duration. The parties agree that temporary employees will not be paid at a rate higher than Grade 1/Step 1 of the Senior Clerk Pay Scale.

## Article III

### Grievance Procedure

- 3.1** The "grievance" is a complaint by an employee that is based upon an alleged violation of this agreement, or the interpretation or application thereof.
- 3.2** Procedure for processing a grievance:
- a. Level One: The grievance shall be presented in written form to the department head within fifteen (15) days of the employee knowing or should have known of the act or condition on which the grievance is based. The department head will meet with the grievant and Union representative within fifteen (15) days of receipt of the grievance and within fifteen (15) days following said meeting the department head shall render a decision in the matter.
  - b. Level Two: If the grievant or the Union is not satisfied with the disposition of the grievance at level one, or no decision is rendered within the timeline outlined in Level One above, the aggrieved employee or the Union may file the grievance in writing with the Town Administrator. The Town Administrator will render a decision within fifteen (15) days of receipt of the grievance.
  - c. Level Three: If the grievant or the Union is not satisfied with the disposition of the grievance at Level Two, or no decision is rendered within the timeline outlined in Level Two above, the aggrieved employee or the Union may file the grievance in writing with the Board of Selectmen. The Board of Selectmen will render its decision within fifteen (15) days of receipt of the grievance.
  - d. Level Four: If the Union is not satisfied with the disposition of the grievance at Level Three, or no decision is rendered within fifteen (15) days of the receipt of the grievance, the Union may elect to submit the grievance to arbitration. Said submission shall be in writing and forwarded to the Board of Selectmen. A designated steward shall be allowed to attend arbitrations without loss of pay. The arbitrator shall be selected by mutual agreement of the parties. If any parties fail to appoint an arbitrator, the parties shall request a list from the American Arbitration Association or the Labor Relations Connection, from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association. The parties will be bound by the rules and procedures of the arbitrator. The costs of arbitration shall be shared equally by the parties. The decision of the arbitrator shall be final and binding.
- 3.3** All references to days under this procedure shall mean working days excluding Saturdays, Sundays and holidays.

## **Article IV**

### **Union Business**

- 4.1 A Union collective bargaining committee of not more than three (3) employees shall be allowed time off without loss of pay or benefits for negotiations.
- 4.2 A Union grievance committee of not more than three (3) employees shall be granted time off without loss of pay or benefits to investigate, process and/or meet with the Board representative(s) to resolve bona fide grievance.
- 4.3 Any employee who is a grievant under the terms of this agreement shall be granted time off without loss of pay or benefits for all meetings resulting from the processing of said grievance.
- 4.4 The employer agrees to honor and to transmit to the Union, contribution deductions to the Teamsters Local 653 Drive Fund from employees who are Union members and who sign deduction authorization cards. The deduction shall be in amounts and with the frequency specified on the political contribution deduction cards.
- 4.5 Joint Labor/Management Committee  
Section 1 - in order to provide a means for continuing communications between parties, and for promoting a climate of constructive employee/management relations, a Labor/Management Committee shall be established.

## **Article V**

### **Voluntary dues deduction**

- 5.1 The Town agrees to deduct from each employee's wages, dues for the Union as each employee individually and voluntarily authorized the Board, in writing, to make such deduction. The Town will transmit said monies deducted to the Union Treasurer.
- 5.2 Agency Fee  
Upon completion of sixty (60) days after employment, any person who is represented by the Union and who has not voluntarily joined the Union and agreed to pay dues may pay to the Union a service fee which is the employee proportionate share of the cost of collective bargaining and contract administration. Such amount may be paid through payroll deduction, if authorized in writing by the employee, in which instance the provisions regarding forwarding to the Union set forth in Section 1 shall apply to the voluntary service fee.

## **Article VI**

### **Disciplinary Action**

- 6.1 No employee shall be disciplined, suspended, removed, discharged or terminated, except for a just cause. The discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provision of this agreement.

## **Article VII**

### **Seniority**

- 7.1 An employee's seniority shall be computed from the date of hire with the Town of East Bridgewater.
- 7.2 Employees shall be required to serve a probationary period of six (6) months upon initial hire.
- 7.3 An employee's seniority shall not be broken except for cases of discharge for just cause or voluntary termination.
- 7.4 The seniority provisions of the Article shall govern in the event of a reduction in force. The work force shall be reduced in inverse order of seniority as established in Section I. Part-time employees shall be credited with one-half (1/2) year for one (1) year of service solely for the purpose of determining seniority in the event of a reduction in force.
- 7.5 Laid off employees shall have recall rights for one (1) year. No vacancy in a position that can be filled by an employee on a recall list shall be filled in any manner, except through the recall list as long as there is an employee with recall rights willing to accept the position. Employees shall have recall rights to the position from which they were laid off and to any position that, if vacant at the time of layoff, they would have had bumping rights under the procedure herein above. Any new position posted is opened to laid off members also.

## **Article VIII**

### **Work Day, Week, Year**

- 8.1 The full time workweek, for employees working within the Town Hall, shall consist of four and one half (4-1/2) consecutive days, Monday through Friday, occurring in each calendar week, provided, however, a workweek commencing on other than Monday shall have as it weekend two (2) consecutive days immediately following the completion of said work week and such days shall be equivalent to Saturday and Sunday.

The workweek for full time employees, working within the Town Hall shall be as follows:

**Monday:** 8:30 a.m. through 8:00 p.m.  
(working 1/2 hour dinner break) 4:30 p.m. to 5:00 p.m.

**Tuesday through Thursday:** 8:30 a.m. through 4:30 p.m.

**Friday:** 8:30 a.m. through 12:00 Noon

**Town Meeting:** If Town Meeting falls on an extended workday, departments that perform official functions at Town Meeting shall participate fully in their Town Meeting role and will not be expected to have their Town Hall offices open to the public on that evening.

The work week for full time employees, not working within the Town Hall, shall be Monday through Friday with one full hour for lunch. Any deviation in the employee's regular schedule must be submitted to the Board of Selectman for prior approval. Following approval by the Board, the Town Administrator or his/her designee shall meet with the Union representative and negotiate in good faith the change in hours.

#### **Computing vacation, personal and sick leave use.**

The work week should be viewed as thirty-five (35) hours in ten segments of 3.5 hours each. Normal workdays are two segments, or seven hours each. Extended work days, normally Mondays, will be three segments, or 10.5 hours. Half days, normally Fridays, will be one segment of 3.5 hours. Examples of how leave should be charged for these days appear below.

Example:	Leave Used
a. Employee is off all day on the extended workday (usually Monday), including the extended evening hours.	1.5 days or 10.5 hours
b. Employee is off on a normal workday (usually Tuesday through Thursday)	1 day or 7 hours
c. Employee is off on the half day (usually Friday).	.5 day or 3.5 hours
d. Employee is out sick for a portion of a day	Actual time taken

This only applies to full time employees working in the East Bridgewater Town Hall.

The work week for full time employees, not working within the Town Hall, shall be five (5) days, 8:30 am through 4:30 pm with one full hour for lunch. Any deviation in the employee's regular schedule must be submitted to the Board of Selectmen for prior approval.

The schedule of part-time employees (less than thirty-five (35) hours) shall be submitted by the department head or board to the Town Accountant and the Board of Selectmen.

A permanent part-time employee is defined as one who regularly works an allotted amount of time on a weekly basis. Seasonal, temporary, intermittent or employees hired

for a task-specific position of twelve (12) months or less shall not be defined as regular part-time employees.

- 8.2 The work year shall consist of fifty-two (52) weeks occurring in each fiscal year.
- 8.3 Employees shall be allowed a one (1) hour lunch break. In offices that are open until 8:00 p.m. on Mondays, the full time employees shall be entitled to a 1/2 hour working dinner break.
- 8.4 Employees shall be compensated at a rate of one and one-half (1-1/2) times their regular hourly rate for all work over eight (8) hours in one day or forty (40) hours in one week.

Employees shall be compensated at their regular hourly rate for all hours up to eight (8) in one day or hours between thirty-five (35) or forty (40) in one week.

Notwithstanding the above, if an employee is given compensatory time for hours worked, and approved by the department head, compensatory time for all hours shall be accrued at one and one-half (1-1/2) hours for each one (1) hour worked. Compensatory time must be used within forty-five (45) days of its accrual, subject to the approval of the department head. Approval shall not be unreasonably denied.

- 8.5 Employees shall list all "comp-time" hours accumulated on their time sheets. Employee utilization of comp-time shall be by mutual agreement with the department head. No employee shall work any overtime hours without prior approval of the employer.
- 8.6 Any employee required to work on a Sunday or paid holiday shall be paid at two (2) times their regular hourly rate for all hours worked.

Any employee required to report for work at a time other than their normal reporting time shall be paid overtime for all hours worked, but in no case shall they receive less than two (2) hours pay at their overtime rate. If comp-time is given in lieu of cash payment, the employee shall receive no less than three (3) hours comp-time.

## **Article IX**

### **Sick Leave**

- 9.1 A regularly scheduled employee shall be granted with sick leave for non-work-related illness or injury.
- 9.2 Annually, full time employees shall be credited with one and one-quarter (1-1/4) days of sick leave for each full calendar month, with no limit on accumulation.

Annually, part-time employees shall be credited a pro-rated amount based on the number of hours worked per week, and then broken down into seven (7) hour sick day. The pro-rated schedule is as follows:

### **Hours Worked**

<u>Per Week</u>	<u>Seven Hour Days</u>
10 hours or less	4 days (28 hours)
11-13 hours	5 days (35 hours)
14-16 hours	7 days (49 hours)
17-19 hours	8 days (56 hours)
20-22 hours	9 days (63 hours)
23-25 hours	10 days (70 hours)
26-28 hours	12 days (84 hours)
29-31 hours	13 days (91 hours)

Example: An employee that normally works twenty (20) hours per week will receive nine (9) – seven (7) hour sick days or sixty-three (63) sick hours annually.

**9.3** Sick leave shall be granted under the following conditions:

- a. When an employee is incapacitated and cannot perform his/her duties by sickness or injury.
- b. Up to ten (10) sick days per year may be used in case of serious illness or serious injury to a member of an employee's immediate family. The usage of sick leave to care for immediate family in connection with this article shall be subject to approval by the employee's department head. Approval shall not be unreasonably denied.

**9.4** After an employee has had five (5) undocumented absences in a fiscal year, or three (3) consecutive days of absences, the employee may be required to provide a medical note.

**9.5** Employees shall be eligible to participate in an emergency sick day donation fund to be established for a member in need. Participation shall be voluntary. Donations to such a fund shall be for a member who has a sudden and/or serious illness of length and who has already used all sick days to which they are entitled. Such funds shall be established on an "as need arises basis" and will have no accumulation beyond the expressed purpose for which it was established. Days not used within a predetermined time period shall be returned to the donating members.

**9.6** In order to have a "Sick Day Donation Fund" established for a member, the general membership must meet to determine eligibility, the portion of a sick day to be donated per member and the length of time for the days to be utilized. The following should be considered in determining eligibility:

- a. Adequate medical evidence of serious illness;
- b. Prior utilization of all eligible sick leave;
- c. Propriety of use of previous sick leave;
- d. A diagnosis and prognosis must be submitted to review so that the amount of donation and length of time for use of donated days may be determined.
- e. Once a fund has been established, the Union shall provide written notification to the Board of Selectmen and the Town Accountant of the Union's vote to approve the employee's request; the number of days contributed to the employee in need; and the names of the employees that have donated sick leave.



Once a member has used all days donated and if said member is still out of work and in need of further days, said member may again request a fund be established following the same steps as before. However, requests for additional days must first be approved by the Board of Selectmen.

- 9.7 Employees who have accumulated one hundred and twenty (120) days of sick leave shall be allowed to annually, sell to the Town sick leave in excess of one hundred and twenty (120) days at the rate of seventy-five percent (75%) of a day's pay for each day sold.
- 9.8 **One Hour Incremental Use of Sick Time:** The parties agree that employees shall be entitled to utilize sick time in increments of one (1) hour up to a maximum of ten (10) hours in a fiscal year to attend medical appointments subject to the Department Head's approval of the incremental use request. The parties agree that this provision shall not be utilized to create a shortened day on Monday nights, but rather, it is the intent of the parties to allow for unit members to attend medical appointments during normal business hours between 8:30 AM -4:30 PM. The parties agree that employees will give notice of medical appointments at least forty-eight (48) hours in advance of the appointment unless there is an emergency. After the ten (10) hour ceiling is met for one (1) hour incremental use, employees shall only be entitled to utilize sick time in half-day increments.
- 9.9 Employees absent from work on sick or any other paid leave shall continue to accrue sick leave time for the period of said absence.
- 9.10 For the purpose of the article, immediate family shall be defined as spouse; child; mother; father; mother/father-in-law; sister; brother; grandchild; grandparent; daughter/son-in-law; or any person living in the same household.
- 9.11 Upon retirement of a bargaining unit member hired on or before February 27, 2023, the employee shall be reimbursed for all unused sick time at the following rate:  
100% of all days accrued between twenty-five (25) and one hundred and twenty (120) at 75% of the employee's then daily rate of pay. Sick days in excess of one hundred and twenty (120) remain subject to the annual buy back.

Employees hired after February 27, 2023 are not eligible for sick leave reimbursement.

## Article X

### Vacation

- 10.1 The following annual vacations with pay will be granted to all permanent full-time and part-time employees:

	<u>Full-Time Employee</u>	<u>Part-Time Employee</u>
6 months but less than 1 year	5 days	1 week
1 year but less than 4 years	10 days	2 weeks
4 years but less than 8 years	15 days	3 weeks

8 years but less than 14 years	20 days	4 weeks
14 years but less than 20 years	25 days	5 weeks
20 years or more	30 days	6 weeks

Employees hired after April 14, 1997, the vacation entitlement shall be the following:

Same schedule as above, but not to exceed five (5) weeks maximum.

- 10.2** Full time employees will receive five (5) days upon completion of six (6) months of continuous service. From six months up to the beginning of the first full fiscal year will receive vacation pro-rated at .83 days per month. All part-time vacations will be prorated based on average hours worked per week.
  - 10.3** A permanent part-time employee is defined as one who regularly works an allotted amount of time on a weekly basis. Seasonal, temporary, intermittent or employees hired for a task-specific position of twelve (12) months or less shall not be defined as regular part-time employees. Vacation of such part-time employees shall be the average of his/her weekly pay.
  - 10.4** An additional day off shall be allowed in the event that a holiday, as defined in this contract, occurs during a vacation period.
  - 10.5** Full-time and part-time employees may carry over one work week of vacation period for no longer than six (6) months. However, the 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.
- Employees hired on or before February 27, 2023 who receive twenty (20) days or more of vacation leave shall be entitled, on an annual basis, to sell to the Town any unused vacation leave up to a maximum of five (5) days at his/her then daily rate of pay. Employees hired after February 27, 2023 are not eligible for this provision.
- 10.6** Employees whose employment with the Town is terminated, for any reason will receive payment in lieu of any earned vacation not yet taken in the fiscal year of their employment termination.
  - 10.7** Vacation time may be utilized in full or half day increments.
  - 10.8** Requests for vacation leave in excess of one (1) day shall be made with a minimum of fourteen (14) days written notice to the employee's department head. Approval of vacation time requests shall be at the discretion of the department head and approved or disapproved within seven (7) days of receipt. Requests for one (1) day of vacation shall be made with not less than twenty-four hours written notice and is subject to approval of the department head. Approval shall not be unreasonably denied. Time requirements for written notice may be waived for an emergency.

## **Article XI**

### **Personal Days**

- 11.1 The Town will provide regularly scheduled full-time and part-time employees with three (3) personal days (pro-rated if part-time) upon completion of one year of employment.
- 11.2 Personal days must be used during the fiscal year in which they are accrued.
- 11.3 Personal days may be utilized in hourly increments.
- 11.4 Requests for personal days may be made with three (3) days notification to the employee's department head or designee.

## **Article XII**

### **Holidays**

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

New Year's Day	1/2 day before Thanksgiving Day
Martin Luther King Day	Thanksgiving Day
President's Day	The day after Thanksgiving
Patriot's Day	The day before Christmas (except when Christmas falls on a Thursday)
Memorial Day	
Juneteenth	
Independence Day	Christmas Day
Labor Day	1/2 day before New Year's Day
Columbus Day	Veterans Day

- 12.2 Part-time employees shall be entitled to holiday pay and/or holiday time if the holiday actually occurs on a day the employee is regularly scheduled to work. In no event shall a part-time employee be entitled to holiday pay if any holiday occurs on a day when the part-time employee is not scheduled to work. Example: a four' (4) hour per day employee would receive four (4) hours of holiday pay if they are regularly scheduled to work on that particular holiday.
- 12.3 Employees shall only be entitled to holiday pay if they are regularly scheduled to work on the day the holiday is celebrated, or they are regularly scheduled to work on the day a holiday is celebrated in accordance with Section 12.4 and Section 12.5. Employees shall be compensated for holidays based on regularly scheduled hours of the employee for that

day. Example: Town Hall Employees scheduled to work on a holiday that falls on a Friday would receive compensation for 3.5 hours.

- 12.4 A holiday celebrated on a Saturday shall be observed on the day before or on the following Monday.
- 12.5 When a holiday is celebrated on a Sunday, it shall be celebrated the following day.

### **Article XIII**

#### **Bereavement**

- 13.1 An employee shall receive up to five (5) days off, at any one time, in the event of death of an employee's spouse, life partner, child, mother; father, mother/father-in-law, sister, brother, grandchild, grandparent, daughter/son-in-law, or any relative living in the same household or person standing in loco-parentis, without loss of pay.
- 13.2 In the event of the death of an aunt, uncle, brother/sister-in-law, niece, nephew, the employee shall be granted three (3) days off.
- 13.3 Additional days may be granted at the discretion of the department head.

### **Article XIV**

#### **Jury Duty**

- 14.1 A permanent full-time or part-time employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding allowance for travel. The Treasurer shall take appropriate steps to prevent any negative impact of this policy on the retirement contributions of such an employee.

### **Article XV**

#### **Military Training**

- 15.1 Any full-time or part-time employee called to temporary active duty under written orders of any branch of the Armed Services of the United States, shall be granted a leave of absence for said term of service and shall receive an amount equal to the difference between his normal compensation and the amount (excluding any travel allowance) received from the United States government, upon presentation of certification of the amount so paid by the Armed Services. Said period of temporary active duty shall not exceed sixteen (16) days in the calendar year.

## **Article XVI**

### **Mileage**

- 16.1** An employee required to use his/her personal motor vehicle for official business, and who has received the prior approval of the department head, shall be reimbursed therefore at the IRS current rate.

## **Article XVII**

### **Special Longevity**

- 17.1** Special Longevity /Top Step - The parties agree that any bargaining unit member who is employed in a bargaining unit position as of May 20, 2013 shall be eligible to participate in the Article XVII, Special Longevity program, (attached is a list of employees employed as of this date). Any bargaining unit member who is not participating in the Special Longevity program as of the date this Agreement is signed, but who later chooses to partake in this benefit acknowledges and specifically agrees that her employment with the Town shall end at the end of the three (3) year Special Longevity period. The parties further agree that the Town shall create a new top step in the wage scale. This new top step shall be 3% above the current top step and shall be attainable by bargaining unit members who have completed twenty (20) years of continuous service in a bargaining unit position. The parties agree that no employee shall be entitled to receive this new top if they have received any Article XVII Special Longevity payment. Accordingly, any employee who has received Special Longevity pay shall have a sixty (60) day period after this Agreement is ratified to notify the Town that the employee chooses to repay in full any Special Longevity payment and once re-payment is complete commence receipt of the new top step. No employee who commences receipt of any Special Longevity pay after ratification of this Agreement shall have this right of repayment and accordingly, no employee who receives Special Longevity after the effective date of this MOA shall be eligible to be placed on the new top step.
- 17.1** Subject to the provisions above, any permanent employee, upon completion of ten (10) years of continuous service to the Town shall be eligible for special longevity pay for one (1) three (3) year period. Special longevity pay shall consist of a five percent (5%) increase in the employee's base salary. No specific form is necessary, beyond the above-cited written notice.
- 17.2** The employee shall notify the department head, in writing, three (3) to six (6) months in advance of the date the special longevity adjustment shall go into effect.
- 17.3** Special longevity pay shall be paid in one (1) three (3) year continuous period and may not be taken in separate increments totaling three years.
- 17.4** At the end of the three (3) year period, the special longevity adjustment will end.
- 17.5** This stipend will not be available to employees hired after June 30, 2013.

Note: Special longevity is not pensionable.

## **Article XVIII**

### **Professional Development and Improvement**

- 18.1** The Town shall reimburse the cost of tuition paid by a regularly scheduled employee to attend classes at an accredited institution of higher learning. For the purpose of the article, approved schools shall be accredited college courses leading to an associate or bachelor's degree in his/her work related field, or other job related schools or classes, all charges and costs to be approved by the supervisor prior to the commencement of said course(s).
- 18.2** The Town shall not reimburse tuition costs for degree attainment college courses if the employee receives less than a "C," "passing," "75 percentile grade," drops any such course(s), or the course is cancelled. The Town shall not reimburse tuition costs for any course taken a second time due to failure and/or program change by said employee.
- 18.3** The Town shall reimburse the cost of tuition paid by a regularly scheduled employee attending classes at an approved institution of higher learning leading to a certificate in a program for secretarial skills that approximate any degree program referenced in Section 18.1.
- 18.4** Upon completion of any degree or obtaining of any certificate that would have been qualified for tuition reimbursement under Sections 18.1 and 18.3 above, or upon evidence of an employee having received any work related certificate or degree, the Town shall pay to each employee so qualified an educational incentive equal to five percent (5%) of their annual base salary in weekly amounts as part of said base salary for an associate's degree or qualifying certificates. The Town shall pay an educational incentive equal to eight percent (8%) of their annual base salary for a bachelor's degree or qualifying certificate. For the purpose of educational incentive obtaining a certificate equal to an associate degree will require the employee to attend sixty (60) credit hours of classes, or minimum of nine hundred (900) classroom hours. For the purpose of a certificate equal to a bachelor's degree, the requirement shall be one hundred and twenty (120) credit hours of classes, or minimum of eighteen hundred (1800) classroom hours. To receive this benefit, the employee must receive written approval from the Board of Selectmen prior to beginning the course of study. All certificates or degrees must come from accredited colleges or institutions. Courses that do not require any means of competency testing at the completion of the course will not be considered. This language shall govern any claims for educational incentive submitted on or after the date of adoption of this language.
- 18.5** For the purposes of the above provisions, no employee shall receive tuition reimbursement for more than two (2) courses in a fiscal year.

## **Article XIX**

### **Job Posting**

- 19.1** When a regularly established job becomes vacant, and it is determined by the employer to fill said vacancy; it shall be posted at all locations where there are current Union positions (Town Hall, Fire Dept, CO A and DPW) for ten (10) days, after which an appointment to such job may be made by the employer. Job posting shall be written by the employer and should be to fill the most recent vacancies.
- 19.2** The Town, in its sole discretion, may determine whether or not any employee bidding on a vacant job should be appointed to the position. In making appointment decisions, the Town will consider applicant's qualifications to fill the vacant position in a manner which best serves the efficient operation of the Town. If the Town determines that two employees have similar qualifications, then the Town may award the position to the most senior applicant. Should the Town determine that no applicant possesses the required qualifications for a position the Town may seek applicants from outside the bargaining unit. If the senior applicant is not selected for a position, the employee may request a meeting between the appointing authority, the Town Administrator and the Union for the purpose of discussing the Town's decision. If the employee is not satisfied with the outcome of that meeting, the Union may request that the State Board of Conciliation and Arbitration appoint a mediator to meet with the parties.
- The employee appointed to the vacant job shall be compensated at its assigned rate of pay as provided, and shall serve a probationary period of thirty (30) days on such job, at the end of which time the employer may cause the employee's reassignment to his former job and pay rate if the employer finds that his performance is unacceptable. It is understood by the parties that an opening filled due to promotion of an employee shall be temporary until such time as the employee's probationary period has been completed.
- At any time during or at the completion of said probationary period the appointed employee may elect to return to his 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.
- 19.3** No permanent job transfer shall occur unless a job posting has been issued as herein provided, except that the employer may make job reassignments of a short nature to meet exceptional emergency or special situations, and no employee shall be required to work in a department other than that to which he is regularly assigned, except in an emergency. No employee shall suffer reduction in his assigned hourly rate because of such job reassignment.
- 19.4** No bargaining unit classification shall be altered or abolished without negotiations.
- 19.5** Any employee required to perform the duties of a position in a higher pay grade shall be compensated from the first day of assignment at the higher rate of pay. In cases where an employee is requested to perform the duties of a department head or partial duties of a position, the parties shall meet and discuss an appropriate rate of pay for said employee.

## **Article XX**

### **Insurance**

- 20.1** The Town and the Union do hereby acknowledge the Town's participation in the Group Insurance Commission ("GIC"). The Town and the Union agree that the Town shall notify the Union of changes made to mandatory subjects of collective bargaining by the GIC. The Town and the Union also agree that should the Union request to meet and discuss any such changes, the parties shall meet for the purpose of bargaining the impact of the change(s) and not the decision to implement the change(s) itself. These discussions shall not delay any mention of the GIC change.

The parties agree that the employee contribution for insurance premiums are as set forth in the attached Insurance Rate chart.

- 20.2** Any employee who is eligible for the health insurance plan and decides to waive participation shall receive an annual stipend of fifteen hundred (\$1,500.00) dollars.

In order to qualify for the above annual stipend, the employee must show proof (annually during open enrollment) of health insurance coverage from another plan.

In order to process payments for the annual health insurance stipend under 20.2 of the Agreement, the following procedures must be followed:

- a. For budgeting purposes employee must annually notify the Treasurer in writing during open enrollment that he/she will waive participation in the Town's health insurance plan for the next plan year.
- b. Each year at open enrollment, proof of coverage from another plan for the current plan year will be submitted in the form of either a valid entitlement card or a letter of coverage from the employer who's plan the employee is now covered by or a letter from the health insurance provider indicating such coverage.
- c. An employee who, during the course of the plan year, terminates their health insurance with the Town due to a "qualified event" may, during the next open enrollment only, give notice as detailed in a. above and subsequently qualify under section a of Article 20.3 for the next plan year and qualify thereafter under that section until such time the employee terminates or re-enrolls in the Town's health insurance plan.
- d. Stipends under Article 20.3 sections a & b will not be prorated at any time. In order to qualify for payment the employee must not be on the Town's health insurance plan at any time during the plan year, either as an employee or as a dependent of another employee.
- e. For the plan year, all stipends under Article 20.2, sections a & b will be paid in June, or the last month of the plan year if the plan year changes. All requests for stipend payments for the current plan year will be made directly to the Town Treasurer at the open enrollment of the following plan year, usually May. Once



approved, those payments will be submitted to the Town Accountant and paid to the employee on the last payroll in June.

## **Article XXI**

### **Other Benefits**

- 21.1 All other benefits, privileges, practices and conditions currently in effect which are not specifically provided for in the agreement are hereby incorporated or part of this agreement.

## **Article XXII**

### **Severability**

- 22.1 If any provision of this agreement or any applications 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 enforceable except to the extent permitted by law, but all other provisions of the agreement or application thereof shall continue in full force and effect.

## **Article XXIII**

### **Effect of agreement**

- 23.1 This instrument constitutes the entire agreement of the Town and the Union arrived at as a result of collective bargaining negotiations.
- 23.2 The parties acknowledge that during said negotiations, 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. The Town and the Union, for the life of the agreement, waive the right to bargain collectively with respect to any subject matter referred to or covered by this agreement, unless mutually agreed upon by the parties.

## **Article XXIV**

### **Duration**

- 24.1 The duration of this agreement shall extend from July 1, 2022 through June 30, 2025, and shall remain in force from year to year thereafter, unless either party, no later than sixty (60) days prior to the date of termination of the agreement, shall notify the other party of its desire to terminate or modify the agreement. 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, or unless written notice of termination of the agreement.

## **Article XXV**

### **Leave of Absence**

- 25.1** Employees may be granted leaves of absence up to twelve (12) months by the department head, with approval of the Board of Selectmen.
- 25.2** Leaves of absence shall be without compensation except as otherwise provided for in the agreement.
- 25.3** An employee's seniority shall not be broken by said leave of absence.
- 25.4** The Town and the Union acknowledge that the employee may, under certain circumstances, be entitled to leave under the provisions of the federal Family and Medical Leave Act.

## **Article XXVI**

### **Wages**

- 26.1** The Town agrees that part-time employees shall be placed on step equal to full-time employees with regards to years of service.
- 26.2** The Union agrees that the Town may convert to a bi-weekly payroll system at such date as may be practicable after the effective date of this agreement.
- 26.3** a. Effective July 1, 2022, there will be a 2.0% increase to all wage tables.
  - Step 7 (currently 20-Year Step) becomes an 8-Year Step
  - Additional Step 8 at 10 Years at 3.0% increase from the previous stepEffective July 1, 2023, there will be a 2.0% increase to all wage tables.
  - Additional Step 9 at 12 Years at 3.0% increase from the previous stepEffective July 1, 2024, there will be a 2.0% increase to all wage tables.
  - Additional Step 10 at 14 Years at 3.0% increase from the previous step

All steps will be based on years of service with the Town.

For employees hired after ratification of this CBA, Step increases will be given on anniversary date rather than July 1<sup>st</sup>.

- b. Effective February 27, 2023, the Town will create a new grade, which shall be a 14.6% increase above the Administrative Assistant Grade and include the positions of Assistant Town Clerk and Assistant Assessor.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF SELECTMEN

  
Teamsters Local 653

\_\_\_\_\_  
CHAIRMAN

1-2-24  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CLERK

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