

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN THE  
TOWN OF FAIRHAVEN**

**and**

**TEAMSTERS UNION - LOCAL 59**

**Affiliated with the I.B. of T.**

**27 South Sixth Street, New Bedford, Massachusetts 02740**

**covering**

**SEWER DEPARTMENT EMPLOYEES**

**JULY 1, 2022 TO JUNE 30, 2025**

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## AGREEMENT

This Agreement entered into by and between the TOWN OF FAIRHAVEN, MASSACHUSETTS hereinafter referred to as the "EMPLOYER", and the TEAMSTERS, LOCAL NO. 59, AFFILIATED WITH THE I.B. OFT. Hereinafter 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 – RECOGNITION

- a. This Agreement relates to and covers all employees of Case # LRC-MCR-4749 of the Sewer Department excluding the superintendent, assistant superintendent, clerk, all managerial, confidential and casual employees and all other employees.
- b. The EMPLOYER recognizes the UNION as the sole and exclusive representative for all of its present and future employees covered by this Agreement, now engaged or that may be hereinafter engaged, governing hours of labor, wages, rates of pay and other conditions of employment.
- c. The EMPLOYER shall not enter into any Agreement or contract with its employees, individually or collectively or with any officer or representative of the UNION, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or contract shall be null and void.
- d. Organizational Activities: Except to the extent that there is contained in this Agreement an express and specific provision 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 employee organizations; to act in the capacity of 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.
- e. 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 on or after the thirty-first (31st) day of employment or refrain from becoming a member of the UNION and will not discourage or encourage or discriminate or in any other way interfere with the right of any employee to become and remain a member of the UNION.

- f. Management Rights: Except as otherwise noted in this Agreement, the TOWN retains all rights of management, including the right to direct employees to hire, classify, promote, train, transfer, assign and retain employees and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work, lack of funds, or for causes beyond the TOWN'S control, to determine organization and budget, to maintain the efficiency of the operations entrusted to the TOWN and to determine the methods, technology, means and personnel by which such operations are to be conducted, Including contracting and subcontracting; similarly, take whatever action may be necessary regardless of prior commitments to carry out the responsibilities of the TOWN in an emergency or any unforeseen combination of circumstances which calls for immediate action.

#### **ARTICLE II- STEWARD APPOINTMENTS AND DUTIES**

- a. The TOWN recognizes the right of the UNION to have a Shop Steward who will represent the employees covered by this Agreement and the UNION agrees to keep the TOWN currently informed as to the identity of the Shop Steward.
- b. The authority of the Shop Steward so elected by the employees or appointed by the UNION, shall be limited to and shall not exceed the following duties and activities:
1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
  2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided, such messages and information:
    - (a) have been reduced to writing; and
    - (b) are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the EMPLOYER'S business.

### ARTICLE III • LEAVE OF ABSENCE

- (a) Leave of Absence without pay will be granted upon written request at the discretion of the Employer as has been past practice.

### ARTICLE IV • HOURS OF WORK

- a. Full time employee • forty (40) hours shall constitute a normal work week consisting of five (5) consecutive, eight (8) hour days, Monday through Friday.

Full time employee: 8:00 a.m. to 4:30 p.m.

Full time employee: Watchmen Monday- Friday; 4:30 p.m. to 12:00 a.m. and/or Monday-Friday; 12:00 a.m. to 8:00 a.m.

Part time employees - Sunday, Saturday and Holidays shall be the normal workweek. Normally the workweek shall consist of twenty (20) hours and weeks with a Holiday the workweek will be thirty (30) hours. The normal work day shall consist of ten (10) hours. All hours in excess of ten (10) hours in any work day or forty hours in one work week, shall be paid at the rate of time and one half (1 ½) the employee's regular straight time hourly rate of pay. Employees will work overtime when required as long as reasonable notice is given when possible.

Part time employee: Watchman-Saturday, Sunday, Holidays; 12:00 p.m. to 10:00 p.m.

- b. Overtime - Full Time Employee. All hours in excess of eight (8) hours in any work day or forty (40) hours in a week, shall be paid at the rate of time and one half (1 1/2) the employee's regular straight time hourly rate of pay. Employees will work overtime when required as long as reasonable notice is given when possible. Employees holding a valid wastewater license working in excess of twelve (12) consecutive hours in any work day shall be paid at two (2) times the straight time hourly rate of pay from the twelfth (12<sup>th</sup>) hour on. This does not include any hours worked during snow removal operations. However, this would be applicable during occasions when more than twelve (12) consecutive hours were worked conducting a combination of snow removal and sewer related tasks.

- c. There shall be no pyramiding or duplication of overtime or any other premium payments.

- d. Overtime assignments shall be made, as in the past, from a list of all regular employees with names listed in order of seniority headed by the most senior man. The list will be prepared weekly and overtime will be assigned to the qualified employee at the head of

the list for that week. At the end of the week, the employee's name will drop to the bottom of the list and next week's overtime assignments will go to the employee then heading the list. An employee is not obligated to remain available or accept all overtime assignments during the week his name heads the list. However, if the employee heading the list falls to accept an overtime assignment or is not available when called for such assignment, he/she is required to contact another employee(s), following the seniority list, until the overtime is accepted. The weekly list shall not apply to weekend overtime coverage, which must be performed by qualified employees, as in the past.

The weekend/Holiday shift shall be no less than six (6) hours. The employee heading the weekend/Holiday overtime list has the option to conduct this shift alone or he/she may split this shift as long as prior notification is given to the Superintendent. In the event the shift is split in half, each employee shall be paid for a minimum of three (3) hours irrespective of the actual time performed, so long as the job tasks are completed. These provisions shall not apply if weekend/Holiday overtime is not required. In situations where additional time may be needed to complete an assigned weekend/Holiday task, the employee will notify the Superintendent.

An employee who is on a particular job site and overtime is required to complete the work, the employee shall remain to complete the work, or if another employee is available and wishes to work the necessary overtime to complete the job he may substitute for that employee.

- e. Lunch Periods: Lunch period shall continue as it has in the past. Namely, all employees shall be granted a meal period of one-half hour duration during the fourth or fifth hour of the work shift, otherwise employees will be paid for the lunch period and, if work conditions permit, be granted a fifteen-minute rest period at some time during the remainder of the work period. Employees who are required to work during emergencies which last one- and one-half hours or more beyond their usual shift shall be granted a reasonable time off not to exceed a half hour to eat with pay, if work conditions permit. If work conditions are such that a meal break is not possible, employees shall be paid an additional one-half hour of overtime to compensate them for the lost break. The employee must receive permission from a supervisor before working through his lunch period. The meal period will begin at the end of a 5 minute clean up period, and will not exceed one-half (1/2) hour from start to finish, including within the 30 minutes any time

for employees leaving the job site to travel to locations for meals. Meal breaks commence at the time the employee leaves the job site, or, if remaining at the job site, when the employee stops their assigned tasks. For employees leaving the job site, meal breaks end when the employee returns to the job site, after 30 minutes. If remaining on site, meal breaks end when the employee commences their assigned task again, after 30 minutes. Time cards will be docked one-half (1/2) hour without employees punching out.

Use of a Town vehicle is permitted, providing:

- Use is minimized, with crews using the minimum number of vehicles and most fuel-efficient vehicles to leave the job site, and minimize the distance traveled;
- There will be no congregating of BPW vehicles at the same site other than the work site;
- A crew working together will take the same meal period;
- Town vehicles will not leave the boundaries of the Town of Fairhaven;
- Town vehicles will not be taken to bar rooms.

Employees may leave the job site by other means, providing they leave and return during the one half hour meal period allowed. In the case where a crew of three or more are working at the same job site or office location, an employee may be dispatched on a run to pick up food for the employees, providing they leave and return in less than 15 minutes. Meal break then will commence all the time of return of this employee, to end within 30 minutes of the employee's return. The start and end may be required to be radioed into the office at the superintendent's discretion, and the Town reserves the right to utilize other communications and other methods to enforce adherence to lunch and other break periods and reporting times.

- f. Rest Periods: Employees shall be allowed a fifteen (15) minute rest period (coffee break) during each one half shift. The fifteen (15) minute period will start when men leave the job and terminate when they return to the job with the following exception. In the case where a crew of three or more are working at the same job site, a truck driver may be dispatched on a run away from the Job site to the closest location for coffee immediately prior to the rest period, and his and the crew's rest period shall start when he returns to the job site and end fifteen (15) minutes thereafter. All personnel and vehicles, whether three (3) or less, will obtain their coffee, etc. and return to the work site immediately. There will be no congregation of BPW vehicles at the coffee establishment. Other than the



exception above regarding the dispatching of one driver to pick up coffee for a crew of three (3) or more, the time commuting from job sites by all others to pick up the coffee, etc. is included in the 15-minute break period. Use of Town vehicles for rest periods will comply with the restrictions and conditions under the lunch period.

- g. Emergencies: Employees refusing to work during emergencies, including but not limited to snowstorms, hurricanes, earthquakes, floods, blizzards, severe rainstorms, and all other events which threaten the sewer and collection system, and other situations of an emergency nature as determined by the Sewer Superintendent, Superintendent of Public Works or the Board of Public Works, will be subject to disciplinary action. The Superintendent may give permission to an employee who is carrying the on-call phone to take a vehicle home after 4:30 p.m. during a weather related emergency (snow or hurricane) situation.
- h. Reporting at the End of the Day: Employees will work until 4:15 and punch out at 4:30 following the 15-minute cleanup period. There will be no gathering, playing cards, etc. It is understood certain vehicles and Jobs will require an earlier return due to the specific job performed. Each supervisor will set a target return time for the day, on the trip ticket, through verbal orders or other means. Exceptions may be made to the return time by the supervisor. Employees who have finished fueling, cleaning and putting away their vehicle, etc., prior to 4:15 are expected to continue to work as directed by their superintendent.
- i. Clean up: The employees will be allowed a fifteen (15) minute break at the end of the day to clean up before the end of their shift.
- j. Flex Time: Flex time is a work schedule which allows employees to work hours that are not within the standard 8:00 a.m. to 4:30 schedule. Flex time may be allowed with approval from the Sewer Superintendent, as in the past. Flex time may be granted when it is reasonable and practical to do so and where operational needs will not be adversely affected. Flex time use by an employee for more than thirty (30) days will need approval by the Sewer Superintendent and review and approval of the Board of Public Works.
- k. Reasonable Accommodation/Light Duty: The worker's compensation/ reasonable accommodation policy will be established and implemented through side table impact bargaining.

#### ARTICLE V • SENIORITY

Section 1. There shall be a dual seniority system, full and part-time Seniority. Department Seniority shall begin when an employee was or shall first be employed by the Public Works Department, except that where an employee has been dismissed and rehired or has voluntarily left the employ of the TOWN and has been rehired, seniority shall begin when such employee was last hired.

Seniority shall begin when an employee was or shall first be employed by the Division, except that where an employee has transferred into another Division of the Department and remained in said division for a period in excess of thirty days, said employee's seniority in the Division he leaves, shall remain as of the date he left the Division and his seniority in the Division he transfers into, shall begin as of the date he commenced work in the Division. In the event an employee re-transfers to a Division, he shall be credited with his old seniority in said Division; except in the case where an employee loses his Department Seniority in which event he will lose all Division seniority.

Section 2, New employees shall be deemed to be on a probationary period for six months from the date of hiring. Seniority does not accrue during probationary period, but on completion thereof shall be computed to date of hire.

Section 3, The TOWN shall have the right in its discretion to employ emergency or temporary personnel and seniority shall not apply to such temporary or emergency personnel. Temporary employees may only fill a permanent employee's position for a short-term basis, while the Town works expeditiously to fill the vacant permanent position.

Section 4. It is the intent of the parties to protect insofar as possible the seniority of employees covered by this contract with respect to hiring, transfers, promotions or layoffs within the Department. Hiring, transfers, and promotions will be awarded to the qualified employee within the Department having greatest seniority unless there is no more than one (1) year between seniority dates. If there is no more than one (1) year between seniority dates between the two (2) most senior qualified applicants, then the Board has the right to choose between said two (2) candidates. Such jobs will be posted and will be filled by employees outside the Sewer Department only if no qualified employee with seniority within the Sewer Department claims the job! Layoffs to reduce the force will be made in inverse order of seniority to the extent that this procedure may be followed and the Department at the same time retain on its active force employees qualified to effectively

and efficiently perform all of the duties and responsibilities of the Sewer Department.

The parties acknowledge that the seniority provisions of this contract may be subject to Massachusetts General Laws, Chapter 31, and the Courts of the Commonwealth. Article 5 of this Agreement is qualified to that extent.

#### **ARTICLE VI - MILITARY CLAUSE**

- a. Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Selective Service Act of 1948 shall be granted all rights and privileges provided by the Act.

#### **ARTICLE VII • GRIEVANCE AND ARBITRATION PROCEDURE**

- a. A grievance is a dispute between the parties over the interpretation or application of the terms of this written agreement and shall be handled in accordance with the following grievance procedures. All correspondence concerning rebutting warning or disciplinary letters should proceed through the normal grievance procedure:

Step 1. The UNION submits in writing Its grievance to the Sewer Department Superintendent within five (5) days after the grievance arises. The Superintendent has three (3) days (exclusive of Saturdays, Sundays and Holidays) to act upon the same. In the event that the aggrieved party is unable by reason of physical or mental capacity to file the grievance within said time, then he is entitled to file within five (5) days after the removal of the disability.

Step 2. Within five (5) days, exclusive of Saturdays, Sundays and Holidays, of the transmittal of an answer by the Superintendent, the Union may present the grievance to the Superintendent of Public Works who shall have two (2) days to act upon the same.

Step 3. Within five (5) days, (exclusive of Saturdays, Sundays and Holidays) of transmission of an answer by the Superintendent of Public Works, either party may request that the grievance be presented to the Board of Public Works which has ten (10) days to act upon the same.

Step 4. In the event of failure of the parties to settle the grievance under Step 1, Step 2, and Step 3, either party may request mediation by the American Arbitration Association ("AAA") which may meet with the parties to attempt to settle the

grievance. Notice to the other party and the AAA to be within ten (10) days of action taken under Step 3.

Step 5. If no settlement is reached within ten (10) days after the grievance is submitted to mediation, the matter shall go to Arbitration In the following manner upon assent of both **parties** in writing.

- a. The UNION shall designate one person.
- b. The TOWN shall designate one person.
- c. A third disinterested party will be designated and agreed upon by representatives of
- d. The TOWN and the UNION. In the event that the representatives from the UNION and the TOWN cannot agree on a third arbitrator within ten (10) days, then the parties agree to request the American Arbitration Association to select an arbitrator from the panel maintained by AAA and the decision of these arbitrators shall be final and binding.
- e. Cost of arbitration including fees of arbitrator's cost of recording and incidental expenses shall be borne equally by the parties. Each party shall be responsible for all costs of preparation, presentation and appeal, if any, of its own case.

Step 6. If the Town of Fairhaven has a grievance, either the Board of Public Works or the Sewer Department Superintendent shall notify the Union Steward within five (5) days, who shall meet with the person or Board requesting It within ten (10) days thereafter. If said matter is not resolved within five (5) days of said meeting, it may, in the discretion of the Town, be processed through the appropriate steps as set forth above.

Step 7. Any grievance not processed by the UNION through Steps 1-4 above shall be dismissed.

- (b) Grievance Procedure, Notification: The above steps that require written notification **will be** by U.S. Certified Mail. Notice to the Division Superintendent and Union Steward will constitute notice to the parties respectively.
- (c) No Strike Clause: It shall be a violation of this Agreement for any employee to engage in, induce, or encourage any strike, work stoppage,

slowing down or withholding of services as provided by General Laws Chapter 150E Section 9A.

- (d). Function of the Arbitrator: The arbitrator shall be without power or authority to alter, amend, add to, and/or detract from the language of the Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law.

#### **ARTICLE VIII - GRIEVANCE PROCEDURE DISCIPLINARY ACTION**

With regard to dismissal, suspension or other disciplinary action, an employee shall decide whether to pursue rectification through arbitration or appeal to the Civil Service Commission, if said employee is covered by Chapter 31 of the Massachusetts General Laws. All other employees must follow the bargained-for grievance procedure and agree that all such disciplinary matters are subject to arbitration.

#### **ARTICLE IX - CIVIL SERVICE**

Only those current employees hired as of June 30<sup>th</sup> 2008 are Civil Service Employees covered by Chapter 31 of the Massachusetts General Laws. All employees hired after June 30, 2008 are not covered by Civil Service protections.

#### **ARTICLE X - CHECK OFF UNION DUES**

If, during the term of this Agreement, any employee covered by this Agreement files with the EMPLOYER an authorization of check off dues in the following form, the EMPLOYER agrees to deduct union membership dues levied in accordance with duly adopted laws of the UNION from the compensation of each such employee.

The EMPLOYER further agrees to remit by the tenth day of each month the aggregate amount of such deductions made during the preceding month to the Treasurer of the UNION along with a list of the employees from whom said dues have been deducted.

#### **ASHLEY FREITAS, UMBERTO BATTLE CRUZ SCHOLARSHIP FUND**

The Employer shall deduct from the Employees salary the sum of one (.01) cent per hour for each hour for which an Employee receives pay up to a maximum of forty hours or (.4D) cents per week for any one Employee, and the Employer shall submit to the Secretary-Treasurer

the amount of contributions deducted from the salaries of the Employees on a monthly basis.

**ARTICLE XI • ACCESS TO PREMISES**

Authorized agents of the UNION shall have access to the premises during working hours, including the right to investigate working conditions, collect dues, and handle grievances.

**ARTICLE XII - 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 and in the applicable insurance policies and contracts. The premiums for such a plan shall continue to be shared between the TOWN (EMPLOYER) 60% and the Employee 40%, as the percentage rate of pay for each party will be determined by a Town **Meeting** Vote. Any claim 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 or arbitration procedures described herein.

**ARTICLE XIII - HOLIDAYS**

- a. All employees covered by this Agreement who are regularly employed and having completed three (3) months of continuous service shall receive regular compensation on the following holidays that fall on a regular scheduled work day

NEW YEARS DAY	PATRIOT'S DAY
MEMORIAL DAY	LABOR DAY
COLUMBUS DAY	THANKSGIVING DAY
MARTIN LUTHER KING DAY	DAY AFTER THANKSGIVING
WASHINGTON'S BIRTHDAY	INDEPENDENCE DAY
VETERAN'S DAY	JUNETEENTH
CHRISTMAS DAY	

Part day prior to Christmas, New Years and on Good Friday starting at 12:00 Noon, with no time off for lunch. On these days employees shall be excused from all duty not required to maintain

essential Town Services. Payment under the provisions of this section shall be made provided the eligible employee shall have worked his last normal working day prior to and his next normal working day following such holidays in accordance with other provisions of this Agreement. Whenever one of the full holidays set forth falls on a Sunday, the following day shall be a legal holiday. In the event any one of said full holidays falls on a Saturday, either the proceeding Friday or the following Monday shall, at the option of the TOWN, be a paid holiday. When Christmas and New Year's are on a Thursday, Friday will be a full day off. When Christmas and New Year's fall on a Tuesday, the Monday before would also be a full day off.

- b. Any employee covered by this Agreement that is required to work on a full holiday shall receive in addition to the regular holiday pay an amount equal to time and one half his regular rate of pay but in no event be less than an amount equal to three (3) hours work at the above rate. Any employee called to work on a full holiday shall remain on call for the full three hours without additional pay but need not remain on the job during the entire period unless there is actual work to be performed.

On Memorial Day, July 4<sup>th</sup> Labor Day, Thanksgiving, Christmas and New Years double time shall be paid for all hours worked on the entire shift provided the employee stays to the completion of the shift. Any employee called in for emergency work shall receive double time for all hours worked provided the employee stays to the completion of the emergency. Any employee not completing either their shift or the emergency work shall be paid at the rate of time and one half (1½) for hours actually worked.

- c. If during the term of this Agreement the TOWN adopts a by-law providing any additional paid holiday or holidays for its employees, such holiday or holidays will be paid holidays under this Agreement.
- d. If a paid holiday falls during the work week, the overtime premium of time and one half will apply to all hours worked in excess of thirty-two.
- e. If conditions are such as to require any employee to work during any part holiday referred to above, he shall be given compensatory time off for such time worked. The provisions covering work on regular holidays shall not apply.

**ARTICLE XIV-VACATIONS**

a.	Vacations:	Time <u>Employed</u>	<u>Length</u> of Vacation
	After 1 year	Two Weeks	

After 5 years	Three Weeks
After 10 years	Four Weeks
After 15 years	Five Weeks

1. No more than two (2) of the employee's vacation weeks will be allowed to correspond with another employee vacation, without the consent of the BPW Superintendent.
2. Employees can split Five (5) days' vacation. Employees may take a minimum of two (2) consecutive days off during any week and three (3) consecutive days off during any week or vise-versa, with a minimum of two (2) weeks notice and approval of the Sewer Superintendent. No one shall be allowed to use these split days of vacation time when another sewer department employee has scheduled vacation for the same time period.

An Employee may choose one of the following schedules as an alternate to the previous paragraph: TENTATIVE-1-1-3 OR 1-4 DAYS. Employees must notify the Superintendent in May of the prior Fiscal Year when choosing their vacation schedule for the following Fiscal Year, (If he/she wishes to choose this option).

- b. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in the vacation year during which the employee died up to the time of his separation from the payroll.
- c. Employees who are eligible for vacations under these rules and whose services are terminated by dismissal, resigning, by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year during which dismissal, retirement, or entrances into the Armed Forces, accrued up to the time of the employee's separation from the payroll.
- d. An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, Friday or Saturday.
- e. Vacation allowances provided under the terms of this section shall not be permitted to accumulate and shall be granted by the department head at such time as in his opinion will cause the least interference with the performance of the regular work of the TOWN.
- f. Vacation Sheets are to be filled out in May by all department employees and all vacation days are to be used during the fiscal year unless directed in writing by the Board of Public Works to compensate or roll over unused days.

**ARTICLE XV - PENSION FUND**



The Pension Plan will remain the same as provided in General Laws Chapter 32.

**ARTICLE XVI • WAGES**

- a. Wages during the term of this contract will be according to Schedule "A" a copy of which is attached and made a part hereof. Compensation levels on jobs within the sewer department are as set out in Schedule "B" - Compensation Levels, a copy of which is attached and made part hereof.

Whenever funds are necessary to implement any provision of this Agreement, then It is understood that such provision is contingent upon receiving the necessary appropriation from Town meeting. In the event the necessary funds are not appropriated or available, the issue shall be returned to the parties for further bargaining.

- b. In addition to the foregoing, employees obtaining or holding a Wastewater Treatment Operators Certification Certificate issued by the Commonwealth of Massachusetts Department of Environmental Protection Agency shall be paid a yearly stipend per level of grade as follows:

Grade I	\$ 575.00
Grade II	\$ 775.00
Grade III	\$ 975.00
Grade IV	\$1200.00
Grade V	\$1475.00
Grade VI	\$1675.00
Grade VII	\$1875.00

Payment shall be made in the month of July of each year. In

- c. Employees holding a Collection System License will be paid the following the first payday in September

Grade I	\$150.00
Grade II	\$200.00
Grade III	\$250.00
Grade IV	\$300.00

- d. When an employee is required to fill a position of a higher level for more than two (2) hours the employee shall be compensated at a higher level of pay. The minimum differential of pay shall be \$0.25 per hour.
- e. Cell phone compensation shall be as follows:

Daily Rates:	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
	\$38.00	\$38.00	\$38.00

If the employee receives a call-out and chooses not to respond, there is no compensation to the person carrying the cell phone. In the case an employee does not receive a call out he/she shall be compensated for two (2) hours at the appropriate rate of pay.

- f. Compensatory time within the same work period may be chosen by the employee in lieu of payment provided the employee has forty (40) hours pay. Compensatory time given as overtime shall be at a rate one and one half (1 ½) times the hours worked. Compensatory time *may* be accumulated up to forty (40) hours. Once any portion has been used it may be replenished back to forty (40) hours. A maximum of forty (40) hours may be carried over to the next fiscal year. An employee requesting to use accrued compensatory time shall make such request forty-eight (48) hours in advance of the date they are requesting to use such compensatory time, and It shall be approved by the supervisor in charge. All requests for compensatory time to be used shall be in a minimum of one (1) hour increments. All emergencies will require approval but are not to be unreasonably withheld.
- g. Heavy Motor Equipment -*Any* employee operating a piece of heavy motor equipment will be paid an additional .75 per hour and will be compensated this rate for at least a four (4) hour minimum.
- h. An Employee who has been promoted shall receive a minimum .30 cent per hour increase when an employee has been promoted to the next level or higher.
- i. Electricians will be reimbursed for electrical license up to \$200.00.
- j. Employees shall be compensated an additional \$.25 cents per hour for each grade of licenses.

**Article XVII • FUNERAL LEAVE**

In the event of a death in a regular employee's immediate family, that is, mother, father, spouse, children, brother, sister, grandmother, grandfather, step-mother, step-father, mother in law, father-in-law, legal guardian, grandchild, adopted children and step children, the employee shall be paid for time lost not to exceed three (3), eight (8) hours days, during the work week, Monday through Friday, for the purpose of attending the wake and funeral services. Two (2) days, Monday through Friday, will be allowed for funeral leave for current Son-in-law, Daughter-in-law, Brother-in-law and Sister-in-law. One (1) day will be allowed for Aunt, Uncle, Niece or Nephew.

**ARTICLE XVIII • SICK LEAVE**

Section 1. Each employee shall be credited with sick leave after six (6) months of service with pay at the rate of one and one-quarter (1 1/4) days for each month of service starting after the date of this Agreement. Sick leave credit will begin the first (1<sup>st</sup>) day of the month following the month in which a new employee is employed. Sick leave may be accumulated up to one hundred and twenty (120) days.

A full-time employee shall accumulate sick leave credit with pay at the rate of one and one-quarter (1¼) for each full calendar month of employment. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. A full-time employee shall not accrue sick leave credit for any month in which he or she was on leave without pay, or absent without pay for the entire month.

Regular employees of the Town of Fairhaven who are employed on a part-time basis having a minimum of twenty (20) hours per week shall be entitled to 0.625 days of sick leave per month based on a regular ten (10) hour work day. These employees shall accumulate up to sixty (60) days sick leave equal to a ten (10) hour work day.

A list of accumulated sick leave shall be posted in each department for all employees within the department by July 31 for the previous fiscal year ending June 30<sup>th</sup>. No transfer within the service of the Town of Fairhaven shall affect the amount of earned sick leave credit and accumulations to which an employee is entitled under this Article.

Section 2. An employee who is reinstated or re-employed after an absence of less than one (1) year shall be credited with his/her sick leave credit at the termination of his/her prior employment because of illness or lay-off.

Section 3. Notification of absences under this Article must be given to the designated representative of the appointing authority at least ten (10) minutes before starting time. Each department shall post in a conspicuous place the procedure and person to notify of an illness so employees will be clearly informed of the procedures to follow.

Section 4. The employer shall require any employee to produce medical proof of the employee the day before or the day after a holiday. If an employee is absent because of a sickness for any period in excess of three (3) days, the employer may require the employee to be examined by a physician selected and paid for by the employer. In addition, the employer reserves the right to require medical evidence for less than four (4) sick days if sick leave abuse is suspected as long as this right is not exercised arbitrarily or capriciously. If so required, such evidence is to be acquired at the employee's expense unless resulting from examination by a physician selected and designated by the Town. This abuse of sick leave will be enforced when, during any ninety (90) day period when three or more sick days are taken.

Subsequent sick days taken during the next ninety (90) day period will require a medical certificate when absent, a medical certificate must be submitted to the employer within two (2) working days. If not turned in, it will not count as an excused absence and the employee will not be paid.

Section 5. It is agreed that whenever a female employee shall become pregnant, she shall furnish her department head or appointing authority with a certificate from her physician stating the approximate date of delivery. She may continue to work as long as her physician certifies that she is able to do so, provided that the department head does not find her work performance is impaired.

Absences from work caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefore are, for all job related purposes, temporary disabilities and should be treated as such under the sick leave provision of this Agreement. Sick leave policy shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other disabilities, provided that nothing in this article shall restrict a female employee from requesting a leave of absence without pay under the provisions of General Laws. A female employee must give the department head thirty days written notice of the approximate delivery date and the date she intends to begin maternity leave.

Section 6. Employees will be provided an incentive for attendance as of June 30 of each year. The amounts are as follows:

0 days of sick leave	\$400.00
1 day of sick leave	\$ 325.00
2 days of sick leave	\$ 250.00
3 days of sick leave	\$ 175.00
4 days of sick leave	\$125.00
5 days of sick leave	\$ 75.00
More than 5 days of sick leave	\$ 0

Payment will be made as of the week ending June 30<sup>th</sup> of each year. Use of sick leave pending a determination of worker's compensation will not be considered sick leave use if the worker's compensation claim has been approved for payment and the employee has been re-credited with his/her sick leave. An employee will have to be employed one (1) full fiscal year to collect the sick leave Incentive.

Section 7. Employees who are absent from work due to an industrial accident which has been reported within three (3) working days of the date of the accident may at their option draw upon their sick leave day by day until they exhaust their sick leave. Upon receipt of their first worker's compensation check, which means approval of the worker's compensation claim, the employee will

reimburse the town for that portion of the sick leave which was used during the period in which the employee was waiting for the worker's compensation approval. The employee shall then be re-credited with the sick leave, which was used during this same period. Compensation checks will be mailed to the town. Use of sick leave in conjunction with worker's compensation shall not affect the sick leave incentive for the first five days of injury only.

Section 8, Paragraph 1 "Annual Sick Leave Buyout"- An employee who is hired after July 1, 2022 is not eligible for an annual sick leave buyback. Employees who were hired prior to July 1, 2022, shall still be eligible for an annual sick leave buyout in the event that the employee meets the following conditions:

- Is employed as of July 30 of the year it is given
- Has a sick balance in excess of 120 days
- In the event both of these criteria are met, the employee shall be paid the amount of (1/2) the value of the sick days in excess of 120 days.

The parties understand that this language was changed on or about July 1, 2022 and is not intended to modify any employees hired before that date who will be legacied and entitled to the benefit described above in the same manner and subject to the same terms prior to this change. An employee, who is eligible for retirement or lay off or dies, will be paid for one-half (1/2) the number of unused sick days. An employee who resigns after ten (10) years of service will be paid sick leave at one-half (1 1/2) the number of all unused sick days. This payment will be considered a bonus and should not be eligible for any retirement delay. An employee may buy back his/her sick leave for up to one year after separation of payroll.

Paragraph 2, "Separation Sick Leave Buyout"- An employee hired after July 1, 2022, is **only eligible for a Separation Sick Leave Buyout upon his/her death or retirement**. Any other instances of separation shall **not** result in any sick leave buyout." The parties understand that this language was changed on or about July 1, 2022 and is not intended to modify any employees hired before that date who will be legacied and entitled to the benefit described above in the same manner and subject to the same terms prior to this change.

Section 9. A maximum of five (5) sick days in any one-year for illness In the Immediate family may be used as sick leave. These sick days will be deducted from the sick leave bonus.

Section 10. A list of accumulated sick leave shall be posted in each department for the employees within the department by July 31, for the previous fiscal year ending June 30". No transfer within the service of the TOWN FAIRHAVEN shall affect the amount of earned sick leave credit and accumulations to, which is entitled under this Article.

Section 11. An employee who is reinstated or re-employed after an absence of less than one (1) year shall be credited with his/her sick leave bonus.

NOTE: If a medical certificate is not received, wages will not be paid for the day or days taken.

Section 12. Emergency Sick Leave Bank

- a. Purpose - The purpose of the Emergency Sick Leave Bank is to make additional sick leave days available to employees of the Board of Public Works in the event of a personal unexpected critical illness, surgery, or a temporary disability due to an Injury. Days may be requested from the Bank only after the member has exhausted all accumulated sick leave, vacation and personal days.
- b. Membership• Employees must sign and complete a Donation Record Form.
- c. Regulations Concerning Contribution of Days
  - Days donated will be subtracted from the employee's sick leave, vacation leave or personal days.
  - Employees will be allowed to donate one (1) day at a time.
  - Sick days donated will not affect the Sick Leave Bonus (example: same as snow days). Recipients will be charged for sick days if applicable.
  - Highway plowing sick time will be allowed, but will be deducted from the sick leave bonus.
- d. Guidelines
  - A posting will be placed at the Board of Public Works Building and Treatment Plant.
  - Applicants must sign the Donation Record within the time frame listed on the posting.
  - Once the posting has expired, no other applicants may join.
  - Within 5 days of exhausted leave granted to the employee, an additional posting will be announced and applicants may sign another donation record.
  - If the recipient returns to work before the received days have been expended, the recipient retains those days.

**ARTICLE XIX - PERSONAL DAYS**

Employees may take three (3) days for personal use during the fiscal year. It is understood and agreed that personal leave days may be taken only with the approval of the Superintendent of the Division which approval shall not be unreasonably withheld. Except in cases of emergency, requests for such leave shall be made two (2) days in advance and in all cases be made in writing. New Employees: Personal days may be used after six months of continuous employment and will be prorated to the amount of time worked.

**ARTICLE XX. JURY DUTY**

An employee in full time employment required to serve on 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 employee shall submit all court documents he/she receives to acknowledge that he/she did attend to jury duties.

**ARTICLE XXI • RECALL**

- a. Any employee called back to work on the same day after having completed his assigned work and left his place of employment, and before his next scheduled starting time, shall be paid at the rate of time and one half (1 1/2) for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at time and one half (1 1/2). Any employee so recalled shall remain on call for the full three (3) hours without additional pay, but need not remain on the job during the entire period unless there is actual work to be performed.
- b. Call-out List: This list is compiled yearly beginning on July 1. Personnel will be listed by seniority beginning July 1. Personnel needed will be called in order on list by qualified personnel required to perform the duty requested. If an employee refuses overtime, the next person on the list will be called and the employee refusing overtime will be charged the following person's overtime. Employee unavailable (does not answer call) for overtime is the same as refusing overtime and will be charged accordingly. In all situations, a voice message must be left from the "on-call" Nextel and reasonable time given to return the call. List will be updated after every call-out.

**ARTICLE XXII • DISCRIMINATION**

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

**ARTICLE XXIII - LONGEVITY PAY**

Longevity payments shall be made to employees covered by this Agreement according to the following schedule:

After 5 years of service	\$400.00
After 6 years of service	\$400.00
After 7 years of service	\$400.00

After 8 years of service	\$400.00
After 9 years of service	\$400.00
After 10 years of service	\$600.00
After 11 years of service	\$600.00
After 12 years of service	\$600.00
After 13 years of service	\$600.00
After 14 years of service	\$700.00
After 15 years of service	\$750.00
After 16 years of service	\$800.00
After 17 years of service	\$850.00
After 18 years of service	\$900.00
After 19 years of service	\$950.00
After 20 years of service	\$1000.00
After 21 years of service	\$1050.00
After 22 years of service	\$1100.00
After 23 years of service	\$1150.00
After 24 years of service	\$1200.00
After 25 years of service	\$1250.00
After 26 years of service	\$1300.00
After 27 years of service	\$1350.00
After 28 years of service	\$1400.00
After 29 years of service	\$1450.00
After 30 years of service	\$1500.00

Any employee retiring, quitting, fired, or an estate in case of death, will be entitled to a percentage of year completed from anniversary date to terminated date.

Payment of longevity shall be made the first pay date in December.

If during the term of this contract, the Personnel By-Laws are revised to provide for more liberal longevity pay, then this contract shall be amended to provide accordingly.

**ARTICLE XXIV • FAMILY MEDICAL LEAVE ACT**



The Town is required to comply with all State and Federal Laws pertaining to the issues of the Family Medical leave Act,

Add: The Town and the Union shall adhere to the regulations of the United States Department of Labor - Family and Medical Leave Act of 1993.

The following is a brief summary of the law.

The Family and Medical Leave Act provides certain employees with up to 12 work **weeks** of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work. Instead of taking leave, to be eligible for FMLA leave, an employee must have worked for at least 12 months; and have worked at least 1,250 hours during the 12-month period to the start of the FMLA leave.

Family and Medical Leave will be granted for one or more of the following reasons:

- for the birth of a son or daughter, and to care for the newborn child;
- for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- to care for an immediate family member (spouse, child, or parent-but not a parent "In-law") with a serious health condition; and
- when an employee is unable to work because of a serious health condition.

The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances, CFR Section 203.

- Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member or because of the employee's serious health condition.
- Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.

The Town will allow the employee to use accumulated time in lieu of being unpaid in this order: Sick Leave, Vacation, Personal Days and Compensatory Time. The Board reserves the right to approve or deny requests for use of additional paid accrued sick leave on a case by case basis.

#### ARTICLE XXV - MISCELLANEOUS

- a. Examinations All physical examinations, when required by the EMPLOYER and performed under his direction, shall be paid for by the EMPLOYER, not to exceed two (2) hours at the employee's straight time hourly rate of pay. This applies only to physical examinations required to be performed during the employees' off-duty time.
- b. Injury on the Job: When a regular employee is injured on the job, he shall be paid for the whole

day, provided he is instructed to cease work by the EMPLOYER or his physician, as a result of said injury.

- c. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property as determined by the foreman or the Superintendent or in violation of an applicable statute or court order or governmental regulation relating to the safety of person or equipment.
- d. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee before starting his next shift, shall make out an accident report in writing on forms furnished by the EMPLOYER and shall turn in all available names of witnesses to any accidents.
- e. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the EMPLOYER and shall be made in multiple copies, one copy to be retained by the employee. The EMPLOYER shall not ask or require any employee to take out equipment that has been reported as being and is in fact in an unsafe operating condition as determined by the foreman or the Superintendent until the same has been placed in safe condition to the satisfaction of the foreman or Superintendent.
- f. Inclement Weather: At the discretion of the Town acting through the Division Superintendent, employees shall not unnecessarily be exposed to excessive extremes of hot (95 degree F.) or cold (10 degrees F.) weather except in the case of emergencies. Such discretion shall be exercised in a reasonable manner, subject to the grievance and arbitration provisions of this Agreement.
- g. Uniforms shall be supplied as the Employer has done so in the past. Uniforms shall consist of two (2) jackets, (12) twelve shirts and pants. This will allow for one change of clothing per day/employee.
- h. The Town will reimburse the employee up to \$350.00 per fiscal year for ANSI hard steel toe safety boots, with proof of a paid receipt. Boots will be worn during working hours.
- i. Employees shall be allowed to park their vehicles and punch the time clock at the Treatment Plant at all times, except when volunteering to plow for the Highway Department. In those instances, punching In and out must take place at the Highway Department time clock.
- j. For those needing prescription safety glasses, the Town will reimburse the employee up to \$300.00 every three (3) years, with proof of a paid receipt. The employer will select the vendor.
- k. Coveralls shall be provided to all full-time employees. Employees requesting one or two coveralls will be provided with them, providing 1) the overalls are kept at BPW facilities when

not being used or cleaned; and 2) employees will be responsible for their cleaning. No more than two (2) over a two (2) year period will be provided. This will apply to those whose regular shifts are during the Monday through Friday work week.

1. Global Positioning System /GPS: The Union agrees that the Board of Public Works, in its sole discretion, has the right to implement Global Positioning System (GPS) technology, on any and all Board of Public Works owned vehicles. The primary purpose is enhancing operational efficiency, quality of delivery of services to residents, snow and ice operations, and ensuring the safety of employees.

It is understood that disciplinary actions against employees is not a primary purpose of implementation. If the Superintendent of the Board of Public Works or designees has cause to believe there is reason to question or consider discipline for an employee based on personal observation or actions reported by named individuals, data from the GPS system may be reviewed and used. The parties agree that no disciplinary action will result from the monitoring of the GPS and that the GPS data alone will not initiate or be the sole basis for any disciplinary action. The parties agree that the GPS data can be used as evidence to support disciplinary action. In the event of a disciplinary issue, the assigned Staff Representative and steward shall have access to any related data.

The parties agree that monitoring of GPS information will only be performed within the Board of Public Works offices. The monitoring will only be performed by the Superintendent of the Board of Public Works or their designee. The parties agree that tampering with or disabling the GPS system may be grounds for discipline.

- m. For those employees needing bibs and/or other articles of winter clothing, the Town will reimburse the employee up to three hundred fifty (\$350.00) dollars per year with proof of a paid receipt. The employer will select the vendor."
- n. On Call work. Employees designated to be "on call" during a particular week may take home a Town vehicle for transport for Town business.

#### ARTICLE XXVI - TRAINING - LICENSES

Upon application by an employee, the Town agrees to provide and make available at no cost to the employee publications to prepare the employee for application and examination for certification of operators of wastewater treatment required examination and for the certification of collection system when required examinations are required by the Commonwealth of Massachusetts Department of Environmental Protection. More particularly the publications are those suggested as course outlines for

certification of operators of wastewater treatment and certification of collection systems.

The Town further agrees to pay the initial application fee for each employee applying for certification with proof of completing the examination for certification. The Town further agrees to pay the renewal fees.

The Town will compensate employees for all required licenses and examination fees, included but not limited to DOT, Hydraulic, Electrical, etc.

The Town shall provide information regarding wastewater related diseases and shall provide required inoculations if requested by the employee.

Hydraulic license: Upon the application by an employee, the Town agrees to provide and make available at no cost to the employee publications to prepare the employee for application and examination for certification of the Commonwealth of Massachusetts Department of Safety hydraulic license. The Town will also reimburse the employee for any renewal fees when presented to the Town with a copy of the renewed certificate and proof of payment. For those holding or applying for a hoisting license, the Town will reimburse the employee for DOT physical exams, as long as required by the regulatory agency.

The Town shall pay the difference in the Massachusetts Driver's License as follows: From Class D to Class B and any required endorsements that are necessary to perform the duties of the employee's position.

Effective for new hires after July 1, 2019, employees shall be paid for licenses which are required or reasonably related to his/her job description. Employees seeking additional license(s) shall seek prior approval from the Superintendent in the event he/she is seeking remuneration for a license not required by his/her job description.

The parties acknowledge that an employee must maintain the license(s) necessary for his/her position as described in the position description. New hires who are given a reasonable amount of time to obtain a required license acknowledge that in event he/she does not obtain the required license in the specified time period that he or she may be terminated.

Effective July 1, 2019 on, any employee in the Sewer Department who obtains his/her Hoisting License, in order to qualify for the extra hourly rate that possessing this license provides, said employee has to demonstrate competency that he/she can operate the applicable equipment pertaining to this license.

## **ARTICLE XXVII • DRUG AND ALCOHOL SCREENING**

### **Section 1:**

- a. The Superintendent of Public Works or the Sewer Superintendent upon probable cause based upon a Sewer Department employee's conduct, may require that employee to submit a test sample for drug and alcohol screening by means of the required testing procedures approved by the Department of Transportation/Federal Highway Administration (D.O.T.) and published in the Federal Register 49 CFR, Part 382, et. al to detect the presence of non-prescribed drugs or controlled substances. A test sample must thereafter be provided upon the Superintendent's request. The sample is to be tested to comply with Department of Transportation regulations.
- b. The affected employee may initiate a review of the Superintendent's directive. If requested, the Superintendent's directive shall be reviewed by a special panel. The panel shall consist of one Board of Public Works member, one department head appointed by the Superintendent of Public Works, and one employee appointed by the Union with no individual to serve on consecutive panels for review of drug testing directives. The purpose of review is to decide only whether the Superintendent of Public Works has Information which establishes probable cause to request a screening. The panel will meet and have the right to request corroborating information, if any, from the Superintendent of Public Works in order to assist their review. Such special review shall be conducted and concluded within twenty-four (24) hours of the time the Superintendent of Public Works required the test sample, or as soon thereafter as is practicable.
- c. If the special review panel concludes that the drug screening is warranted, such testing shall be conducted. If the panel finds that the test is not warranted, the sample shall not be tested and shall be destroyed.

Section 2:

At the time the test sample is provided by the employee, an original non-tested sample will be given to the employee upon request whether or not testing is conducted by the Town.

Section 3:

- a. The results of the drug screening test shall be given to the Superintendent of Public Works and the employee. In order for any test results to be accepted, the Town must demonstrate that the chain of custody of any samples has been preserved.
- b. The Superintendent of Public Works retains the right to impose disciplinary action based upon the results of the screening test. However, the first instance of obtaining a screening test as provided in this Article will not alone be grounds for discharge; such results will result in a program of counseling, assistance, and/or clinical treatment for first offenders. Any disciplinary action imposed will be stayed for first offenders during any period of rehabilitation. This shall not cause loss of seniority.

Section 4:

- a. It is agreed that the parties will make every effort to protect privacy and confidentiality, and that there is no intention to waive any employee's constitutional rights in the establishment of these procedures.

Section 5- Random Testing:

The BPW has the authority to conduct random testing for non-prescription drugs and controlled substances. The testing procedure shall conform to the D.O.T. regulations. The Town shall hire an outside firm to determine the random testing of personnel. The firm shall provide random selection and testing services to ensure employees are selected objectively and fairly by computer for random testing. Services for testing shall be certified laboratory services NIDA. Any language, which does not conform to U.S. Department of Transportation Federal Highway Administration language, shall be superseded by the U.S. DOT Federal Administration Regulations.

**ARTICLE XXVIII-WORKERS' COMPENSATION**

All employees covered by this Agreement shall be covered under the General Laws of Massachusetts Chapter 152, Worker's Compensation. An employee receiving workers' compensation shall be entitled to sick pay or vacation pay only in the amount equal to the deficiency, if any, between the employee's regular weekly pay and the workers' compensation payment. An employee will accumulate sick leave, vacation, seniority and longevity while receiving workers' compensation. An employee will be compensated for their license renewal, longevity, or unused vacation if applicable at designated dates according to the contract. Sick Bonus Payment will be prorated. Use of sick leave in conjunction with workers compensation shall not affect the sick leave incentive for the first five (5) days of injury only.

**ARTICLE XXIX • REIMBURSEMENT FOR EDUCATION/TRAINING**

With prior approval of the Town, the Town may reimburse employees for the cost of classes, education and/or training, not otherwise covered by the collective bargaining agreement, for topics the Town deems to be reasonably related to the employee's job. Requests for classes must be made in writing to the BPW Superintendent, who will indicate whether or not the training is approved.

**ARTICLE XXX • EARLY RETIREMENT INCENTIVE**

Upon written notice of intent to retire, an employee, who has or will have at least twenty (20) years of service with the Board on the effective date of retirement, will receive additional compensation

added to the base salary according to the following;

w/3 years advanced notice	w/2 years advanced notice	w/1 years advanced notice
\$2,500.00 each year	\$2,500.00 each year	\$2,500.00 each year

Written notice of intent to retire must be accepted by the Board of Public Works and Retirement Board no later than February 1<sup>st</sup> of the first, second or third year preceding retirement. Payment will become effective in July of the fiscal year following notification and will be added to the regular base pay in the number of paychecks for that specified fiscal year.

If the employee falls to retire on the specified date, the stipend will be returned to the Board of Public Works by withholding the amount of money from regular paychecks until the total amount of monies advanced are repaid.

**ARTICLE XXXI · DURATION OF AGREEMENT**

This Agreement is to be effective with respect to wages or other matters for a period of three (3) years from July 1, 2022 through June 30, 2025.

All wages and benefits, including stipends and all other monetary increases shall be retroactive to July 1, 2022.

**Schedule A Wages 2022-2025**

<b>22-23 @ 2.5%</b>							
drop step / add step							
1	13.30	13.84	14.39	14.94	15.39	15.85	16.32
2	14.22	14.71	15.23	15.84	16.31	16.81	17.31
3	14.39	15.55	16.20	16.77	17.28	17.79	18.33
4	15.88	16.51	17.16	17.82	18.39	18.93	19.50
5	16.73	17.55	18.15	18.87	19.44	20.03	20.63
6	17.80	18.54	19.34	20.03	20.64	21.26	21.90
7	18.88	19.65	20.43	21.23	21.89	22.55	23.23
8	19.99	20.86	21.65	22.52	23.17	23.86	24.58
9	21.20	22.08	22.96	23.91	24.63	25.36	26.12
10	22.46	23.43	24.34	25.33	26.11	26.89	27.69
11	23.78	24.75	25.79	26.80	27.59	28.41	29.27
12	25.31	26.27	27.37	28.50	29.34	30.22	31.12
13	26.80	27.85	28.96	30.15	31.07	32.00	32.96
14	28.39	29.51	30.70	31.96	32.91	33.90	34.91
15	30.12	31.35	32.51	33.85	34.86	35.91	36.98
<b>23-24 @ 2%</b>							
	1	2	3	4	5	6	7
1	13.57	14.11	14.68	15.24	15.89	16.16	16.65
2	14.50	15.00	15.54	16.15	16.63	17.15	17.69
3	15.19	15.86	16.52	17.10	17.63	18.15	18.69
4	16.17	16.84	17.50	18.18	18.76	19.31	19.89
5	17.08	17.80	18.52	19.25	19.83	20.43	21.04
6	18.16	18.91	19.73	20.43	21.08	21.68	22.33
7	19.26	20.04	20.84	21.65	22.33	23.00	23.69
8	20.39	21.28	22.08	22.97	23.63	24.34	25.07
9	21.62	22.52	23.42	24.39	25.12	25.87	26.64
10	22.91	23.90	24.83	25.83	26.63	27.42	28.25
11	24.26	25.25	26.30	27.34	28.14	28.98	29.85
12	25.81	26.80	27.91	29.06	29.92	30.82	31.75
13	27.34	28.41	29.54	30.75	31.69	32.64	33.62
14	28.96	30.10	31.31	32.60	33.57	34.57	35.61
15	30.73	31.98	33.15	34.52	35.56	36.62	37.72
<b>24-25 @ 2%</b>							
	1	2	3	4	5	6	7
1	13.84	14.40	14.97	15.55	16.01	16.49	16.98
2	14.79	15.30	15.85	16.43	16.97	17.49	18.01
3	15.49	16.13	16.85	17.45	17.92	18.51	19.07
4	16.50	17.18	17.85	18.54	19.13	19.70	20.29
5	17.40	18.26	18.89	19.63	20.23	20.84	21.46
6	18.52	19.29	20.12	20.84	21.48	22.12	22.78
7	19.64	20.44	21.25	22.09	22.78	23.46	24.16
8	20.79	21.70	22.52	23.43	24.10	24.83	25.57
9	22.05	22.97	23.89	24.88	25.63	26.38	27.17
10	23.37	24.38	25.33	26.35	27.16	27.97	28.81
11	24.74	25.75	26.83	27.89	28.71	29.55	30.45
12	26.33	27.33	28.47	29.65	30.52	31.44	32.38
13	27.89	28.97	30.13	31.36	32.32	33.29	34.29
14	29.54	30.70	31.94	33.25	34.24	35.27	36.32
15	31.34	32.62	33.83	35.21	36.27	37.35	38.48



Continued ...

Employees will advance one step each year on their anniversary date, except they must complete 6 years to move from Step 6 to Step 7.

For promotions, the employee will move to the next step in the level that they are promoted to that is a minimum of \$.25 per hour over the previous rate.

Additional amount added to hourly pay according to the following:

Years of Service	Extra per Hour
5 through 9	0.05
10 through 14	0.1
15 through 19	0.15
20 or more	0.2

If your anniversary date falls between the fiscal year, you will go to the next level of years of service and receive the additional \$.05 cents to hourly pay.

Shift Differential: Custodian/Watchman will receive a .50 per hour differential during the hours of 4:00 p.m. to 8:00AM

Employees possessing and maintaining a hydraulic license shall be compensated an additional \$.80 cents per hour above their regular rate of pay.

**SCHEDULE "B"**  
**COMPENSATION**  
**LEVELS**

LABOR AND MAINTENANCE GROUP:

- A Laborer Seasonal
- 3 Laborer
- 6 Sewer Custodian & Watchmen
- 7 Sewer System Maintenance Man
- 9 Sewer System Maintenance Craftsman
- 9 Sludge Press & Thickener Operator
- 10 Special Motor Equipment Operator
- 11 Working Foreman Sewer System Maintenance Craftsman (Class 3)
- 12 Wastewater Treatment Plant Repairman
- 12 Treatment Plant Operator (Class 5)
- 12 Laboratory Technician
- 12 Working Foreman Sewer System Maintenance Craftsman
- 15 Electrician

In WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on this 22nd day of January 2021

TEAMSTERS, LOCAL UNION NO. 59

27 South Sixth Street

New Bedford, Massachusetts 02740

TOWN OF FAIRHAVEN

5 Arsene Street

Fairhaven, Massachusetts 02719

Mary F. Blomay

Leon Correy  
Leon Correy, Chair of the Select Board

Tiffany A. King

Charles K. Murphy Sr  
Charles K. Murphy, Vice-Chair

Stasia Powers

Stasia Powers  
Stasia Powers, Clerk

Robert Espindola

Robert Espindola  
Robert Espindola

Keith Silvia

Keith Silvia