

FAIRHAVEN SELECT BOARD AGENDA

November 19, 2025 6:00 p.m.

Hastings Middle School – 30 School Street – Fairhaven

The meeting can also be viewed on Channel 18 or on FairhavenTV.com

Pursuant to an amendment to Town Bylaw Chapter 50 § 13, all government meetings are available through web/video conference and are recorded.

A. ACTION / DISCUSSION

1. Consider Ratification of Collective Bargaining Agreements: Memorandum of Understanding: Water Union; Sewer Union
2. Review Select Board Article Recommendations
3. Preparation for Special Town Meeting

ADJOURN

Log on or call 1-929-205-6099, Meeting ID: 894 8599 3911, Passcode: 330130

Subject matter listed in the agenda consists of items reasonably anticipated (by the Chair) to be discussed. Not all items listed may be discussed and other items not listed (i.e. urgent business not available at the time of posting) may also be brought up for discussion in accordance with applicable law.

Town of Fairhaven

Revised Article 2

Adds Water and Sewer Contract totals

ARTICLE 2: FUND FY26 LABOR CONTRACTS AND NON-UNION COST-OF-LIVING ADJUSTMENT

<u>Bargaining Unit</u>	<u>Amount</u>	<u>Funded From</u>
Sewer	\$32,049	\$32,049 Sewer Retained Earnings
Water	\$21,790	\$21,790 Water Retained Earnings
Fire	\$35,000	\$15,000 Wage Reserve Fund \$20,000 Reserve Fund, Amb. Rcpts. Reserved for Approp.
Highway	\$15,500	\$15,500 Wage Reserve Fund
Park	\$1,185	\$1,185 Wage Reserve Fund
Clerical (General Fund, Water Fund, Sewer Fund)	\$14,000	\$240 Sewer Retained Earnings \$460 Water Retained Earnings \$3,300 Wage Reserve Fund \$10,000 Article 10-5 May 3, 2025 Town Meeting
Non-Union COLA	\$16,500	\$11,793 Wage Reserve Fund \$2,077 Sewer Retained Earnings \$1,697 Water Retained Earnings \$933 Town Cable Enterprise
TOTAL	\$136,024	\$34,366 Sewer Retained Earnings \$23,947 Water Retained Earnings \$933 Town Cable Enterprise \$10,000 Article 10-5 May 3, 2025 Town Meeting \$20,000 Reserve Fund, Amb. Rcpts. Reserved for Approp. <u>\$46,778</u> Wage Reserve Fund \$136,024 TOTAL

REVISED

11/18/2025

THE TOWN OF FAIRHAVEN
BOARD OF PUBLIC WORKS
AND
TEAMSTERS UNION LOCAL NO. 59
(SEWER DIVISION EMPLOYEES)
(FY2026-2028)

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Town's negotiating teams, subject to ratification by the Union membership of the Union, approval by the Select Board, and funding by the Town Meeting as required by law.

The Collective Bargaining Agreement which expired on June 30, 2025, shall be extended without change for a period of three years except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2028.

GENERAL AGREEMENTS

In addition to the amendments noted below, the parties agree to integrate this Memorandum of Agreement with the existing Collective Bargaining Agreement, as well as make non-substantive modifications to the form of the agreement to correct typographical and grammatical errors.

ARTICLE I – RECOGNITION, SECTION F

Effective upon execution, the parties agree to amend Art. I, Section F as follows, with the deletions noted in ~~strike through~~ and any additions underlined and emboldened:

(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; **to require physical examinations of employees, by a doctor chosen by the Town and at the expense of the Town, to include a medical doctor's certification of fitness for current position; to permit the BPW and Sewer Superintendents to perform bargained unit work when operations require, if said work is *de minimus*, provided all bargaining unit members are working or on approved leave, or said work or is necessary to remove a hazard;** similarly, to 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. The Employer reserves and retains exclusive right to issue rules and regulations governing the conduct of his/her department provided that such rules and regulations are not inconsistent with the express provisions of this Agreement subject to any bargaining obligations.

ARTICLE 4 – HOURS OF WORK, SECTION F

Effective upon execution, the parties agree to amend Art. 4, Section F, by adding the following sentence to the end of the section:

If work conditions are such that lunch, or the morning or afternoon breaks are not possible, employees shall be compensated for the applicable lost time – approved by the Department or Public Works Superintendent.

ARTICLE V – SENIORITY

Effective upon execution, the parties agree to amend Art. V, Section 4 as follows, with the deletions noted in ~~striketrough~~ and any additions underlined and emboldened:

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 most qualified employee within the Department. **In the event two (2) or more employees are equally relatively qualified, hiring, transfers and promotions will be awarded to the employee** 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, **provided however, an employee may be deemed disqualified due to prior discipline.** 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 XVI – WAGES, SECTION E

Effective July 1, 2025, the parties agree to amend Art. XVI, Section E by deleting the section in its entirety and replacing it with the following:

Cell phone compensation shall be \$40 per day. 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 they shall be compensation for two (2) hours at the appropriate rate of pay.

ARTICLE XVI – WAGES, SECTION J

Effective July 1, 2025, the parties agree to amend Art. XVI, Section J as follows, with the deletions noted in ~~striketrough~~ and any additions underlined and emboldened:

Employees shall be compensated an additional 0.25 cents per hour for each grade of the licenses. **for each grade of Wastewater Treatment license rate as follows:**

Additional Compensation

Grade I	<u>\$0.50</u>
Grade II	<u>\$0.85</u>
Grade III	<u>\$1.25</u>
Grade IV	<u>\$1.65</u>
Grade V	<u>\$2.00</u>
Grade VI	<u>\$2.35</u>
Grade VII	<u>\$2.70</u>

Effective November 24, 2025, the parties agree to amend Art. XVI, Section J as follows, with the deletions noted in ~~striketrough~~ and any additions underlined and emboldened:

Employees shall be compensated an additional hourly rate for their Collection System Licenses as follows:

Grade I	<u>\$0.25</u>
Grade II	<u>\$0.50</u>
Grade III	<u>\$0.75</u>
Grade IV	<u>\$1.00</u>

ARTICLE XVIII – SICK LEAVE, SECTION 4

Effective upon execution, the parties agree to amend Art. XVIII, Section 4 as follows, with the deletions noted in ~~strikethrough~~ and any additions underlined and emboldened:

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, which shall be considered an "incident," 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~~ three or more sick incidents occur.

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.

ARTICLE XXII – DISCRIMINATION LANGUAGE

Effective upon execution, the parties agree to amend Art. XXII as follows, with the deletions noted in ~~strikethrough~~ and any additions underlined and emboldened:

Neither the EMPLOYER nor the employee will discriminate against any employee or applicant for employment because of ~~race, color, creed, sex or national origin~~ of their status in a class protected by federal or state law.

ARTICLE XXV – MISCELLANEOUS, SECTION G

Effective upon execution, the parties agree to amend Art. XXV Section G as follows, with the deletions noted in ~~strikethrough~~ and any additions underlined and emboldened:

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. Employees must wear their uniform as supplied and said uniforms must be neat. When employees wear non-issued shirts, said shirts shall adhere to the same standards.

ARTICLE XXVIII – WORKER’S COMPENSATION

Effective upon execution, the parties agree to amend Art. XXVIII to add a new sentence to the conclusion of the section as follows:

Employees who are injured in an industrial accident shall notify their supervisor immediately, but no more than 24 hours following the accident, unless such injury renders the employee physically unable to make such a report or the injury is unknown to the Employee.

An employee reporting to work following leave or light duty assignment under this Article shall present a written certification from a physician, stating, to the employer’s satisfaction, the employee’s medical condition and fitness to return to work. Such certification shall be provided by a physician of the employee’s choice; provided however that at the employer’s discretion and expense, it may select its own physician. In the event that the employer selects the physician, the employer may require the employee to submit to a full examination, or part thereof.

ARTICLE XXXI– DURATION

Effective July 1, 2025, the parties agree to amend Art. XXXI as follows, with the deletions noted in strikethrough and any additions underlined and emboldened:

This Agreement is to be effective with respect to wages or other matters for a period of three (3) years from July 1, 2022-**2025** through June 30, 2025 **2028**. All wages and benefits, including stipends and all other monetary increases shall be retroactive to July 1, 2022.

NEW ARTICLE XXXII– SMOKING POLICY

Effective upon execution, the parties agree to create a new Article XXXII, titled Smoking Policy, as follows:

The following policy applies to all employees using Town-owned vehicles; failure to adhere to said policy shall result in discipline. Members shall refrain from smoking inside Town-owned vehicles.

Smoking shall be prohibited on any Town property, except in areas designated as smoking areas as determined by the Town. Smoking within 25 feet of any Town building shall be expressly prohibited.

NEW ARTICLE XXXIII– TOWN POLICIES

Effective upon execution, the parties agree to create a new Article XXXIII, titled Town Policies, as follows:

Employees shall adhere to Town Policies when the subject matter is not explicitly negotiated under this agreement.

NEW ARTICLE XXXIV– SOCIAL MEDIA POLICY

Effective upon execution, the parties agree to create a new Article XXXIV, titled Social Media Policy, as follows:

Employees shall adhere to the BPW Social Media Policy.

NEW ARTICLE XXXV– LICENSES

Effective upon execution, the parties agree to create a new Article XXXV, titled Licenses, as follows:

- a. Loss of License. If an employee suffers a loss of a license required by his/her job, he/she will be subject to disciplinary action as determined by the Employer including a reduction in job and title and corresponding wages, suspension until license is reinstated or a termination of employment. Failure to notify in accordance with this provision, shall be grounds for additional discipline, up to and including termination from employment.
- b. License Documentation. Upon obtaining and upon renewal, employees must provide the superintendent with copies of each valid license required of his/her position and/or for which he/she is paid additional compensation, in addition to providing documentation of Continuing Education Units (CEU) for each classification and a valid DOT physical card as the same expires and becomes due.

SCHEDULE A – WAGES

The Parties agree to implement the following wage increases, as detailed below:

Effective July 1, 2025:	0.0%
Effective January 1, 2026:	1.0%
Effective July 1, 2026:	1.0%
Effective January 1, 2027:	1.0%
Effective July 1, 2027:	1.0%
Effective January 1, 2028:	0.0%
Effective June 30, 2028:	2.0%

SCHEDULE A – WAGES

*The Parties, effective November 24, 2025, agree to amend Schedule A of the CBA as follows, with the deletions noted in ~~strikethrough~~ and any additions **underlined and emboldened**:*

Continued...

Employees will advance one step each year on their anniversary date, ~~except they must complete 6 years of service to move from Step 4 to Step 5.~~

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

Additional amount added to hourly pay according to the following:

Years of Service	Extra per Hour
5 thru 9	0.05
10 thru 14	0.10
15 thru 19	0.15
20 or more	0.20

If your anniversary date falls between the fiscal year, you will go to the next level of years of service and receive the additional \$0.05 cents to hourly pay.

Shift Differential: Custodian/Watchman will receive a ~~\$.50~~ **\$1.00** per hour differential during the hours of 4:00 p.m. to 8:00AM

*The Parties, effective July 1, 2025, agree to amend Schedule A of the CBA as follows, with the deletions noted in ~~strikethrough~~ and any additions **underlined and emboldened**:*

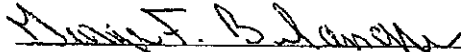
Employees possessing and maintaining a hydraulic license shall be compensated an additional amount per hour above their regular rate of pay as follows: ~~\$0.80~~ **\$1.00** per hour.

HOUSEKEEPING

The Parties agree to amend the final integrated CBA based on a redlined CBA containing the non-substantive changes, which include correction of grammatical errors, renumbering, re-formatting, and removing references to outdated Blue Cross Blue Shield health insurance plans, where necessary.

TEAMSTERS UNION LOCAL NO. 59
(SEWER DIVISION EMPLOYEES)
(FY2026-2028)

TOWN OF FAIRHAVEN
SELECTBOARD


George Belanger, Business Agent

Charles K. Murphy, Sr., Chair

Andrew Romano, Vice Chair

Natalie A. Mello, Clerk

Keith Silvia, Member

Andrew B. Saunders, Member

DATE: _____

DATE: _____

APPROVED AS TO LEGAL FORM:


Katherine McNamara Feodoroff, Esq.

THE TOWN OF FAIRHAVEN
BOARD OF PUBLIC WORKS
AND
TEAMSTERS UNION LOCAL NO. 59
(WATER DIVISION EMPLOYEES)
(FY2026-2028)

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Town's negotiating teams, subject to ratification by the Union membership of the Union, approval by the Select Board, and funding by the Town Meeting as required by law.

The Collective Bargaining Agreement which expired on June 30, 2025, shall be extended without change for a period of three years except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2028.

GENERAL AGREEMENTS

In addition to the amendments noted below, the parties agree to integrate this Memorandum of Agreement with the existing Collective Bargaining Agreement, as well as make non-substantive modifications to the form of the agreement to correct typographical and grammatical errors.

ARTICLE 1 – MANAGEMENT RIGHTS

Effective upon execution, the parties agree to amend Art. 1, Section F as follows, with the deletions noted in ~~striketrough~~ and any additions underlined and emboldened:

(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; to require physical examinations of employees, by a doctor chosen by the Town and at the expense of the Town, to include a medical doctor's certification of fitness for current position; to permit the BPW and Water Superintendents to perform bargained unit work when operations require, if said work is *de minimus*, provided all bargaining unit members are working or on approved leave, or said work or is necessary to remove a hazard; similarly, to 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. The Employer reserves and retains exclusive right to issue rules and regulations governing the conduct of his/her department provided that such rules and regulations are not inconsistent with the express provisions of this Agreement, subject to any bargaining obligations.

ARTICLE 5 – SENIORITY, SECTION 4

Effective upon execution, the parties agree to amend Art. 5, Section 4 as follows, with the deletions noted in ~~strikethrough~~ and any additions underlined and emboldened:

Section 4. It is the intent of the parties to protect insofar as possible the divisional seniority or employees covered by this contract with respect to hiring, transfers, promotions or layoffs within the Water Division. Hiring, transfers and promotions will be awarded to the most qualified employee within the Department. In the event two (2) or more employees are relatively equally qualified, hiring, transfers and promotions will be awarded to the employee 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 Water Division only if no qualified employee with seniority within the Water Division claims the job, provided however, an employee may be deemed disqualified due to prior discipline. Layoffs to the force will be made in inverse order of seniority to the extent that this procedure may be followed and the Division at the same time retain on its active force employees qualified to effectively and efficiently perform all of the duties and responsibilities of the Division.

ARTICLE 4 – HOURS OF WORK, SECTION F

Effective upon execution, the parties agree to amend Art. 4, Section F, by adding the following sentence to the end of the section:

If work conditions are such that lunch, or the morning or afternoon breaks are not possible, employees shall be compensated for the applicable lost time – approved by the Department or Public Works Superintendent.

ARTICLE 16 – WAGES, SECTION E

Effective January 1, 2026, the parties agree to amend Art. 16, Section E as follows, with the deletions noted in ~~strikethrough~~ and any additions underlined and emboldened:

Employees who are assigned to perform the function of bi-weekly permitted water sampling shall be paid in the amount of \$100 \$150 per day. The total payment(s) owed for performing the function of bi-weekly permitted water sampling shall not exceed \$100 \$150 per day. The ~~\$100~~ \$150 per day payment shall be dispersed evenly amongst all

employees that perform the function of biweekly permitted water sampling on the same day.

ARTICLE 16 – WAGES, SECTION F

*Effective January 1, 2026, the parties agree to amend Art. 16, Section F as follows, with the deletions noted in ~~strike through~~ and any additions **underlined and emboldened**:*

Each employee ~~Employees who are~~ **is** assigned to perform the function of water tower chlorination shall be paid in the amount of \$50 per day. ~~The total payment(s) owed for performing the function of water tower chlorination shall not exceed \$50 per day. The \$50 per day payment shall be dispersed evenly amongst all employees that perform the function of water tower chlorination on the same day~~

ARTICLE 16 – WAGES, SECTION H

Effective July 1, 2025, the parties agree to delete Art. 16, Section H in its entirety and replace it as follows:

Employees shall be compensated ~~an additional \$0.25 cents per hour~~ for each grade of license maintained by the Employee in Distribution up to a maximum Grade ~~3~~ **4** and Employees shall be compensated ~~an additional \$0.25 cents per hour~~ for maintaining at least a Grade 1 in Water Treatment, **in accordance with the following scale.**

DISTRIBUTION:

Grade 1:	\$0.50/hr
Grade 2:	\$0.75/hr
Grade 3:	\$1.00/hr
Grade 4:	\$1.25/hr

WATER TREATMENT:

Grade 1:	\$0.50/hr
Grade 2:	\$0.75/hr
Grade 3:	\$1.00/hr
Grade 4:	\$1.25/hr

ARTICLE 16 – WAGES, NEW SECTION J

Effective November 24, 2025, the parties agree to create Art. 16, Section J as follows:

Employees shall be compensated an additional \$1.50 dollar per hour for possessing and maintaining an Asbestos Certification.

ARTICLE 18 – SICK LEAVE, SECTION G

*Effective upon execution, the parties agree to amend Art. 18, Section G as follows, with the deletions noted in ~~striketrough~~ and any additions **underlined and emboldened**:*

The employer may require any employee to produce medical proof if he absents himself the day before or the day after a holiday, or if he absents because of a sickness for any period in excess of three (3) days, **which shall be considered an “incident,”** and the Board may require the employee to be examined by a physician selected and paid for by the Board. In addition, the Employer reserves the right to require medical evidence for less than three (3) 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 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~~ **three or more sick incidents occur.**

Subsequent sick days taken during that ninety (90) day period will require a medical certificate.

ARTICLE 21 – DISCRIMINATION LANGUAGE

*Effective upon execution, the parties agree to amend Art. 21 as follows, with the deletions noted in ~~striketrough~~ and any additions **underlined and emboldened**:*

Neither the EMPLOYER nor the employee will discriminate against any employee or applicant for employment because of ~~race, color, creed, sex or national origin~~ **of their status in a class protected by federal or state law.**

ARTICLE 24 – ACTING SUPERINTENDENT AND ACTING FOREMAN, SECTION B

*Effective January 1, 2026, upon funding, the parties agree to amend Art. 24, Section B as follows, with the deletions noted in ~~striketrough~~ and any additions **underlined and emboldened**:*

In the absence of the Foreman of the Water Division, for vacation and leaves of absence, for hours worked for any reason, the acting qualified employee shall, when required by the Board of Public Works, to perform the duties of the Foreman, receive pay equal to ~~three (\$3.00)~~ **four (\$4.00)** dollars **for the time actually worked** in addition to his regular hourly rate of pay for each hour in which they perform the duties of the foreman. The superintendent, solely at their discretion, may designate the acting qualified employee as the active foreman at a specific job site for a limited period of time.

ARTICLE 24 – ACTING SUPERINTENDENT AND ACTING FOREMAN, SECTION D

*Effective upon execution, the parties agree to amend Art. 24, Section D as follows, with the deletions noted in ~~striketrough~~ and any additions **underlined and emboldened**:*

A qualified employee, whose normal Compensation Level is 6 or below, who is directed by the Water Superintendent to perform the duties of Water System Maintenance Craftsman/Meter Repairman shall receive \$0.55/hour in addition to his regular hourly rate for all continuous hours worked in excess of the first two (2) hours.

ARTICLE 28 – SATURDAY & SUNDAY COVERAGE

*Effective July 1, 2025, the parties agree to amend Art. 28, Paragraphs 8 and 9 as follows, with the deletions noted in ~~striketrough~~ and any additions **underlined and emboldened**:*

Compensation: The person carrying the beeper shall receive daily compensation in the amount of ~~thirty-eight (\$38.00)~~ **forty (\$40.00)** dollars.

For responding to an emergency call, he shall receive a minimum of three (3) hours at one and one-half (1 ½) times his normal hourly rate. In the event no call-outs are received during the 7-day work period, the employee carrying the Nextel/ Beeper shall receive 2 hours of overtime pay at employee's rate of pay. If the employee receives a call-out and chooses not to respond, there is no compensation to the person carrying the Nextel/ Beeper.

ARTICLE 29 – PROTECTIVE EQUIPMENT, SECTION D

*Effective January 1, 2026, the parties agree to amend Art. 29, Section D as follows, with the deletions noted in ~~striketrough~~ and any additions **underlined and emboldened**:*

D. Boot Allowance: Public Works will supply the employees up to ~~\$400~~ **\$500** for ANSI Hard Hat, steel toe safety boots and bib/coveralls per fiscal year. Public Works will supply the vendor at the employee's request. Boots will be worn during working hours.

ARTICLE 29 – PROTECTIVE EQUIPMENT, NEW SECTION E

Effective upon execution, the parties agree to amend Art. 29 to add a new Section E as follows:

Employees must wear their uniform as supplied and said uniforms must be neat. When employees wear non-issued shirts, said shirts shall adhere to the same standards.

ARTICLE 31 – WORKER'S COMPENSATION

Effective upon execution, the parties agree to amend Art. 31 to add a new sentence to the conclusion of the section as follows:

Employees who are injured in an industrial accident shall notify their supervisor immediately, but no more than 24 hours following the accident, unless such injury renders the employee physically unable to make such a report or the injury is unknown to the Employee.

An employee reporting to work following leave or light duty assignment under this Article shall present a written certification from a physician, stating, to the employer's satisfaction, the employee's medical condition and fitness to return to work. Such certification shall be provided by a physician of the employee's choice; provided however that at the employer's discretion and expense, it may select its own physician. In the event that the employer selects the physician, the employer may require the employee to submit to a full examination, or part thereof.

ARTICLE 33– DURATION

Effective July 1, 2025, the parties agree to amend Art. 33 as follows, with the deletions noted in ~~striketrough~~ and any additions underlined and emboldened:

This Agreement is to be effective with respect to wages or other matters for a period of three (3) years from July 1, 2022-2025 through June 30, 2025 2028. ~~All wages and benefits, including stipends and all other monetary increases shall be retroactive to July 1, 2022.~~

NEW ARTICLE 36 – VEHICLE TAKE HOME POLICY

Effective upon execution, the parties agree to create a new Article 36, titled Vehicle Take Home Policy, as follows:

Employees designated to be "on call" during a particular week may take home a Town vehicle for transport for Town business; provided that the Employees shall only use the vehicle for any work-related business and as transportation directly to and from their home and the worksite. If the Town vehicle is used for any other purpose, the Town may prohibit that Employee from taking the vehicle home during their future on-call weeks.

NEW ARTICLE 37 – SAFE DRIVING POLICY

Effective upon execution, the parties agree to create a new Article 37, titled Safe Driving Policy, as follows:

The following policy applies to all employees using Town-owned vehicles or using personal a motor vehicle on Town-business; failure to adhere to said policy shall result in discipline. Members shall adhere to traffic laws, speed limits, and use of seat belts. While operating a motor vehicle, members shall limit distractions through the use of cell phones and other hand-held electronic devices. For purposes of this policy, "hand-held electronic devices" include but are not limited to, wireless phones, computers, on line email, pagers, palm pilots, pda's, and any other communication device. The use of cell phones and other hand-held electronic devices, including hands-free devices, is generally prohibited while operating a motor vehicle, and should only be utilized to place an emergency call for situations such as a fire, traffic accident, road hazard or medical emergency. In such cases, the communication should be as short as reasonably necessary to communicate the nature of the emergency, location. Additionally, where feasible, a member placing an emergency call should first attempt to pull off the road to a safe location before making emergency calls. In the event of an accident, all employees are required to complete an accident report, which report is to be submitted to and discussed with his/her supervisor. Members involved in such an accident shall be subject to random drug and alcohol testing.

NEW ARTICLE 38 – SMOKING POLICY

Effective upon execution, the parties agree to create a new Article 38, titled Smoking Policy, as follows:

The following policy applies to all employees using Town-owned vehicles; failure to adhere to said policy shall result in discipline. Members shall refrain from smoking inside Town-owned vehicles.

Smoking shall be prohibited on any Town property, except in areas designated as smoking areas as determined by the Town. Smoking within 25 feet of any Town building shall be expressly prohibited.

NEW ARTICLE 39 -- TOWN POLICIES

Effective upon execution, the parties agree to create a new Article 39, titled Town Policies, as follows:

Employees shall adhere to Town Policies when the subject matter is not explicitly negotiated under this agreement.

NEW ARTICLE 40 -- SOCIAL MEDIA POLICY

Effective upon execution, the parties agree to create a new Article 40, titled Social Media Policy, as follows:

Employees shall adhere to the BPW Social Media Policy.

NEW ARTICLE 41 -- LICENSES

Effective upon execution, the parties agree to create a new Article 41, titled Licenses, as follows:

- a. Loss of License. If an employee suffers a loss of a license required by his/her job, he/she will be subject to disciplinary action as determined by the Employer including a reduction in job and title and corresponding wages, suspension until license is reinstated or a termination of employment. Failure to notify in accordance with this provision, shall be grounds for additional discipline, up to and including termination from employment.
- b. License Documentation. Upon obtaining and upon renewal, employees must provide the superintendent with copies of each valid license required of his/her position and/or for which he/she is paid additional compensation, in addition to providing documentation of Continuing Education Units (CEU) for each classification and a valid DOT physical card as the same expires and becomes due.

SCHEDULE A -- WAGES

The Parties agree to implement the following wage increases, as detailed below:

Effective July 1, 2025:	0.0%
Effective January 1, 2026:	1.0%
Effective July 1, 2026:	1.0%
Effective January 1, 2027:	1.0%
Effective July 1, 2027:	1.0%
Effective January 1, 2028:	0.0%
Effective June 30, 2028:	2.0%

SCHEDULE A – WAGES

The Parties, July 1, 2025, agree to amend Schedule A, page 39 of the CBA as follows, with the deletions noted in ~~strike~~through and any additions underlined and emboldened:

Employees will advance one step each year on their anniversary date, ~~except they must complete 6 years of service to move from Step 4 to Step 5.~~

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

Additional amount added to hourly pay according to the following:

Years of Service	Extra per Hour
5 thru 9	0.05
10 thru 14	0.10
15 thru 19	0.15
20 or more	0.20

If your anniversary date falls between the fiscal year, you will go to the next level of years of service and receive the additional \$0.05 cents to hourly pay.

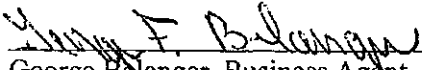
Employees possessing and maintaining a hydraulic license shall be compensated an additional amount per hour above their regular rate of pay as follows: ~~\$0.80~~ **\$1.00** per hour.

HOUSEKEEPING

The Parties agree to amend the final integrated CBA based on a redlined CBA containing the non-substantive changes, which include correction of grammatical errors, renumbering, re-formatting, and removing references to outdated Blue Cross Blue Shield health insurance plans, where necessary.

Lastly, the Parties affirm that pages previously missing from Schedule A on page 39 in the published copy of the CBA on the Town's website are to be restored following integration of this agreement. These pages have always been part of the Parties' CBA, and any exclusion was accidental.

**TEAMSTERS UNION LOCAL NO. 59
(WATER DIVISION EMPLOYEES)
(FY2026-2028)**


George Belanger, Business Agent

**TOWN OF FAIRHAVEN
SELECTBOARD**

Charles K. Murphy, Sr., Chair

Andrew Romano, Vice Chair

Natalie A. Mello, Clerk

Keith Silvia, Member

Andrew B. Saunders, Member

DATE: _____

DATE: _____

APPROVED AS TO LEGAL FORM:


Katherine McNamara Feodoroff, Esq.

TOWN OF FAIRHAVEN as of 11/19/25

General Fund - Surplus Revenue (Free Cash):

Certified Free Cash 7/1/25	4,213,249.00
Less: STM 11/19/25 Article 1 for FY2026:	(221.70)
Less: STM 11/19/25 Article 4 for FY2026:	(70,000.00)
Balance in Free Cash after STM 11/19/25	\$ 4,143,027.30

Water - Retained Earnings:

Certified Retained Earnings 7/1/25	566,063.00
Less: STM 11/19/25 Article 2 (Clerical) for FY2026:	(460.00)
Less: STM 11/19/25 Article 2 (Non-Union) for FY2026:	(1,697.00)
Less: STM 11/19/25 Article 2 (Water Union) for FY2026:	(21,790.00)
Balance in Water Retained Earnings after STM 11/19/25	\$ 542,116.00

Sewer - Retained Earnings:

Certified Retained Earnings 7/1/25	1,877,232.00
Less: STM 11/19/25 Article 2 (Clerical) for FY2026:	(240.00)
Less: STM 11/19/25 Article 2 (Non-Union) for FY2026:	(2,077.00)
Less: STM 11/19/25 Article 2 (Sewer Union) for FY2026:	(32,049.00)
Less: STM 11/19/25 Article 3 for FY2026:	(297,803.00)
Balance in Sewer Retained Earnings after STM 11/19/25	\$ 1,545,063.00

Town Cable - Retained Earnings:

Certified Retained Earnings 7/1/25	578,367.00
Less: STM 11/19/25 Article 2 (Non-Union) for FY2026:	(933.00)
Balance in Town Cable Retained Earnings after STM 11/19/25	\$ 577,434.00

Wage Reserve account: 001-122-05-5111-00-1244

Amount budgeted for TM 5/3/25	500,000.00
Less: Amount transferred to FY26 School Budget @ TM 5/3/25	(400,000.00)
Balance remaining in Wage Reserve as of 7/1/25	100,000.00
Less: Amount transferred to Fire Budget @ STM 11/19/25, Art 2	(15,000.00)
Less: Amount transferred to Highway Budget @ STM 11/19/25, Art 2	(15,500.00)
Less: Amount transferred to Park Budget @ STM 11/19/25, Art 2	(1,185.00)
Less: Amount transferred for Clerical Union @ STM 11/19/25, Art 2	(3,300.00)
Less: Amount transferred for Non-Union @ STM 11/19/25, Art 2	(11,793.00)
Balance remaining in Wage Reserve after STM 11/19/25	\$ 53,222.00