



**TOWN OF WEYMOUTH DPW  
DEPARTMENT OF PUBLIC WORKS  
UNION CONTRACT**

**July 1, 2016 – June 30, 2019**

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## **SECTION 1: RECOGNITION OF UNION:**

The employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Department of Public Works, but excluding elected and appointed officials and executive officers, Superintendents, Assistant Superintendents, Crew Chief, Engineers Grade IV and Grade V, Office Managers and Administrative Assistants, Facilities Manager, Treatment and Operations Manager, Laboratory Assistant, and part time employees.

## **SECTION 2: UNION DUES AND OTHER DEDUCTIONS:**

During the continuance of this Agreement and in accordance with the terms of the form of Authorization of Check-off of duties hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and to remit the aggregate amount of such deductions to the Treasurer of the Union with a list of Employees who have had said dues deducted. Such remittance shall be made by the 10<sup>th</sup> day of the succeeding month. Dues deduction will begin after the 90<sup>th</sup> day of employment for new employees.

For any employee who is not a dues paying member in good standing of Local #1395, it shall be a condition of employment during the life of this Agreement that on or after the 90th day following the beginning of such employee's employment of the effective date of this Agreement, whichever is later, he shall pay an agency service fee to Local #1395, in an amount to be determined by it which shall be proportionately commensurate with the cost of collective bargaining and contract administration, all as provided in Chapter, 150E, Section 12 of the General Laws. The Town Treasurer shall deduct from the salary of any such employee and shall transmit to the Treasurer of Local #1395 the agency service fee of any such employee who provides written authorization for such a deduction in accordance with the provisions of Chapter 180, Section 17G, of the General Laws.

Employees who are members of the Rockland Federal Employee's Credit Union may pay their credit union dues by payroll deduction.

The Director of Public Work shall be notified in writing at least 14 days in advance of any and all changes in the amount of Union dues and/or other deductions.

## **SECTION 3: DISCRIMINATION AND COERCION:**

There shall be no discrimination by, Foremen, Superintendents, or other representatives of the Employer against any employee because of lawful activity or membership in the Union.

## **SECTION 4: CIVIL SERVICE and DISCIPLINE:**

Any employee covered by this Agreement shall not be reduced in pay, suspended or dismissed except for just cause.

Any employee covered by MGL c. 31, the Civil Service Statute, in accordance with the following paragraphs, shall not be dismissed except for just cause. Employees covered by that statute will receive a hearing prior to discipline being imposed as required by MGL. c.

31. All other Employees may pursue grievances in accordance with grievance procedures enumerated in Section 7.

After one year, any discipline up to and including suspension may at the request of the employee and the discretion of the Director and the Director of Human Resources, may be removed from the personnel file. The Directors' decision is not subject to the grievance and arbitration provision of this Agreement.

#### **SECTION 5: UNION REPRESENTATIVES:**

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The Union agrees that there shall be one shop steward to represent the Highway Division, one for Water Division, one for the Sewer Division, one for the combined Park & Tree Divisions, one for Water Division (including Treatment Plants), one for the Clerical Employees, and one for the Engineering Division.

Designated shop stewards shall be granted reasonable time off with pay with prior approval of the Director during working hours to investigate and settle grievances. They may be granted time off without pay for the purpose of attending meetings of State and National Union conventions.

The President of Local 1395 and one other delegate from the Local will receive two days off with pay each year to attend the State Convention of the Union. One Union member, if any, elected to the Executive Board of Council 93 of the American Federation of State, County and Municipal Employees, shall be granted reasonable time off with pay, to attend meetings of said Council 93, but not to exceed twelve such meetings per year.

#### **SECTION 6: SENIORITY**

Upon execution of this Agreement, the Employer shall establish a listing of all Employees whose employment is covered by this Agreement according to their original date of hiring by the Department of Public works or by any Division thereof which existed prior to the establishment of said Department. New Employees shall be added to said list as of their date of hiring. Such date of hiring for either present or new Employees shall establish the seniority of the Employee within the Department. The principle of Seniority shall apply to promotions, transfers, decrease or increase of the working force, overtime distribution, and choice of vacation, in accordance with the specific provisions of this Agreement relating to such matters.

#### **SECTION 7: GRIEVANCE AND ARBITRATION PROCEDURE:**

Any dispute, grievance, or difference which may arise between the parties during the term of this Agreement, including the application, meaning, or interpretation of this Agreement which is not otherwise controlled by the laws of the Commonwealth of Massachusetts or by the Human Resource Ordinances of the Town of Weymouth, shall be adjusted in accordance with the following procedure until settled. This procedure, hereinafter called the Grievance

Procedure, shall be informal and confidential at all times. Any time limitations herein set forth may be waived and/or extended by mutual agreement of the parties.

Any grievance not processed under the Human Resource Ordinance, will be handled in the following manner:

**STEP 1:** The grievance shall be presented in writing to the Department Head within seven (7) working days of the occurrence of the incident on which the grievance is based. The Department Head shall respond to the grievance in writing within seven (7) working days of the Union's submission of the grievance to him/her.

**STEP 2:** If the grievance is not satisfactorily resolved at Step #1, the grievance may be presented in writing to Director of Public Works within seven (7) working days from the date on which the Department Head's response is due. The Director of Public Works shall meet with the Union within seven (7) working days. The Director of Public Works shall respond to the grievance in writing within seven (7) working days of the meeting with the Union.

**STEP 3:** The grievance shall be presented to the Mayor or his/her designee in writing within seven (7) working days after receipt of the Director's response or the date on which it was due. The Mayor or his/her designee shall respond in writing within thirty (30) working days.

**STEP 4:** If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Mayor or his/her designee is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the matter shall be submitted to the American Arbitration Association for arbitration in accordance with the labor arbitration rules of said Association.

The decision of the arbitrator shall be final and binding upon the parties, except that if such decision involves the expenditure of money by the town that is not available from the current budget of the Department of Public Works, then such sums of money shall not be payable until an appropriation has been made by Town Meeting or a transfer of funds has been properly authorized. Any decision of the arbitrator involving the reinstatement of an employee with pay who has been suspended or discharged shall become effective immediately.

The expense for the arbitrator's service and the proceeding shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

A grievance involving disciplinary action shall be processed beginning at Step 2. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution to the job with all compensation privileges that would have been due the employee.

**SECTION 8: WAGE, SALARIES. AND JOB CLASSIFICATIONS:**

Wages and salaries shall be paid in accordance with the Wage and Salary Schedule as set forth in Appendix A and Appendix B attached hereto and made a part hereof. The pay grade assigned to each existing classification shall remain in full force and effect during the term of this Agreement, unless the job content of a position is substantially changed and a reclassification is made in accordance with the Classifications and Regulations of the Town of Weymouth Human Resource Ordinance, as amended. All wages and salaries shown in appendix A, appendix B, and appendix C, shall reflect increases rounded to the nearest half cent.

The Union shall be supplied with copies of the job description for any position covered by this Agreement.

**The following is a list of all Titles/Grades of positions in the Bargaining Unit:**

<u>GRADE</u>	<u>TITLE</u>
W-3	Laborer/Maintenance Man Light Equipment Operator
W-4	Maintenance Craftsmen Working Foreman
W-5	Sign Maker Heavy Equipment Operator Special Equipment Operator
W-6	Special Heavy Equipment Operator Painter/Laborer Tree Climber Mechanic; Pump Station Mechanic
W-7	Draftsmen Cross Connection Inspector
W-8	Public Works Foreman Welder/Mechanic Carpenter
W-9	Master Mechanic/ Electrician
S-8	Senior Clerks Custodian
S-11	Meter Reader
S-12	Treatment Plant Operators (Grade 1)
S-13	Treatment Plant Operators (Grade 2) Chief Meter Reader Principal Clerks
S-14	Grade 2 Engineer Treatment Plant Operator (Grade 3) Principal Clerks (effective July , 2014)
S-18	Grade 3 Engineer Treatment Plant Operator (Grade 4)

In order to be compensated at a particular grade, employees must maintain all appropriate licenses, certifications and grades. Copies of all current and presently held licenses and certifications by the Town must be submitted to the Director of Public Works in order to continue to be compensated at a particular grade. Failure to do so will result in the employee being placed on the salary schedule at the next lowest and applicable step.

Town shall reimburse employees for the renewal of licenses required by the Town.

- Effective July 1, 2016, titles of 'Cross Connection Inspector' and 'Draftsmen' will be moved from S-14 to W-7 Salary Grade;
- Effective July 1, 2016, increase the salary schedule by two percent (2.0%)
- Effective July 1, 2017, increase the salary schedule by two percent (2.0%)
- Effective July 1, 2018, increase the salary schedule by two and a half percent (2.5%)

### **Central Maintenance**

1. Whenever a mechanic is required to be on call for a week, he/she will receive the stipend of one-hundred (\$100.00) dollars for that week.
2. Whenever a mechanic is required by the Town to report to the scene of a fire, he/she will receive a stipend of twenty-five (\$25.00).
3. At the scene of a fire, the mechanic shall perform only mechanic duties.
4. All applicable provisions regarding overtime and callbacks currently in the Collective Bargaining Agreement shall apply to the mechanics.
5. Mechanics shall receive an annual stipend of one thousand eight hundred (\$1,800.00) dollars which shall be paid in two payments: nine hundred (\$900.00) the first pay period in January and nine hundred (\$900.00) the first pay period in July. Mechanics with a valid CDL license will receive an annual stipend of two-thousand one hundred dollars (\$2,100). Upon successful completion of Emer. Vehicle (EVT) Certification and when working on Fire Trucks, shall receive an additional stipend as follows: Level I (\$100) Level II (\$250) and Level III (\$400) in two installments as noted above.

### **SECTION 9: HOURS OF WORK:**

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The work week shall consist of five (5) consecutive eight (8)-hour days, Monday through Friday inclusive, except for employees:

- A. In continuous operations, and office, clerical, and administrative employees.
- B. The regular hours of work for the labor force, excluding the Clerks, Custodians, and Water Treatment Plant Operators shall be Monday through Friday from 7:00 A.M. to 3:30 P.M.
- C. The Town may establish work schedules such as Saturday through Wednesday or Tuesday through Saturday for the water treatment plant



employees including the custodian; however no existing schedule shall be affected.

The normal workday shall consist of eight (8) consecutive hours within the twenty-four- (24) hour period. Each employee shall be scheduled to work a shift with the regular starting and quitting time. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

Employees engaged in continuous operations are defined as being any employees or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five consecutive eight (8)-hour days.

Those employees assigned to second and/or third shift for snow and ice control will be paid a differential of One dollar and twenty-five (\$1.25) cents per hour, limited to a standard assigned shift.

Those employees on the second and third shift at the Water Treatment Plant and Building Custodians employed by the Department of Public Works during these shifts shall be entitled to a differential of One dollar twenty-five (\$1.25) cents per hour, limited to a standard assigned shift.

The night shift differential shall be increased to one dollar and 75/100 (\$1.75) per hour.

There shall be a one-week standby, on a rotating basis, in the Sewer and Water Divisions and Mechanics which will include all employees deemed qualified and available by Management. Employees on standby shall be available on all hours outside the regular work hours, starting at 3:30 P.M. Friday and ending 7:00 A.M. the following Friday. Employees who are required to be on standby call will be paid one-hundred (\$100.00) dollars when on standby status for that week. Standby for the C&M Division, under the same terms as for the Sewer and Water Divisions, shall be conditional at the discretion of the Superintendent.

All employees shall be granted a personal clean-up period beginning (5) minutes before the end of their work shift.

#### **SECTION 10: OVERTIME:**

The employer shall make all reasonable efforts to impartially divide overtime work among employees in their respective classification. The employer shall post a record of overtime on a monthly basis for each division and a copy shall be given to the division Shop Steward. There shall be a quarterly review of overtime and inequality in the distribution of overtime shall be corrected from the available overtime in the succeeding quarter or quarters, to the extent that the employees who are low on overtime are available and qualified to perform the overtime work. A Union Officer will be present when the quarterly review is required.

Overtime offered to an employee but not taken shall be considered as having been worked for the purpose of distribution.

Sixteen (16) hours notice shall be given on scheduled overtime (with the exception of continuous operation, i.e. Water Division).

All employees with the capabilities shall work overtime when required and when snow and ice conditions require work for public safety. An employee who refuses to work overtime during an emergency may be subject to discipline, but such disciplinary action may be referred to the grievance procedure under this Contract.

In the event that no employees in the division for which an overtime opportunity exists are willing or able to work such overtime opportunity, the Town may offer the work to employees in other divisions of the DPW.

Overtime compensation rates shall be determined in accordance with the Human Resource Ordinance and, in accordance therewith, shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in one week. In the event a Town employee is required to work, the employee will receive double time rate for hours worked more than 56 hours within a work week. Overtime compensation shall not be pyramided.

An employee who has completed his day's work and who is recalled to work: After the hour of three thirty (3:30 P.M.) and before five (5:00 A.M.), employees will qualify for a "CALL BACK" and four (4) hour's pay at the premium rate. There shall be no pyramiding of overtime pay. The emergency call man shall respond within five (5) minutes of a call to the person who placed the call.

Employees who are scheduled to work on Saturday or Sunday before their vacation shall be allowed to work that overtime.

Any employee required to work more than 24 hours in a continuous operation will be granted four (4) hours off at regular pay after completion of 24 consecutive paid hours worked. If the completion of the 24 consecutive paid hours worked falls in the last half of a regular work day and the operation is terminated during the same period, the employee will be granted the remainder of the regular work day off with pay.

Whenever an employee is called in for emergency overtime either prior to a regularly scheduled shift or is held over on a regularly scheduled shift past 6 p.m., the employee shall be granted an overtime incentive of \$6.00. The \$6.00 overtime incentive shall apply to overtime for weather events, water or sewer main breaks, and any other unforeseen incidents. This incentive shall no longer be referred to as a meal allowance.

Scheduled events occurring outside of the regularly scheduled shift and unforeseen incidents occurring within the water or sewer division while a given water or sewer division employee is on standby duty shall not be considered emergency events for the purposes of the \$6.00 overtime incentive for that employee.

#### **SECTION 11: MEAL PERIODS:**

All employees shall be granted regular meal periods which shall be scheduled at the middle of the normal workday wherever possible. Time allowed for meal periods shall not constitute a part of the paid workday.

Employees other than office, clerical, and administrative employees, shall have a one-half hour meal period.

The employer shall have the right to adjust overtime meal times in a reasonable manner to be compatible with availability of meal and other consideration of public convenience.

Employees will be paid a meal allowance of two (\$2.00) dollars for each hour of overtime regardless of when it is worked.

**SECTION 12: BREAK PERIODS:**

All employee's work schedules shall provide for a fifteen (15) minute coffee break during each one-half (1/2) shift of a normal work day, such period to be scheduled and taken between 9:00 and 10:00 A.M. and between 2:00 and 3:00 P.M.

Whenever feasible, the coffee break shall be scheduled at the middle of each one-half shift. Refreshment may be supplied by truck route caterers, or personal thermos bottle or by one man from the crew from a diner or store within one-half (1/2) mile of the job site. Department vehicles shall not be used to transport a crew to a diner or restaurant. The job site shall not be left unattended.

Traveling or collecting crews may stop for the meal period at restaurants or coffee shops on route while carrying out their duties.

**SECTION 13: VACATION:**

The vacation year shall be the period from July 1 to June 30, inclusive. No employee will have a reduction of earned vacation credits as a result of crediting vacation time from an employee's anniversary date to July 1st of each year.

- A. An employee in continuous employment, who as of July 1st has been employed by the Town for at least five (5) months, shall be granted vacation leave of one (1) week with full pay.
- B. An employee, who has been in continuous employment by the Town for at least thirty (30) weeks as of July 1st shall be granted vacation leave of two weeks with full pay.
- C. Vacation leave of three (3) weeks shall be granted to an employee who, as of July 1st, has been employed by the Town for at least five (5) years.
- D. Vacation leave of four (4) weeks shall be granted to an employee who as of July 1<sup>st</sup> has been employed by the Town for at least ten (10) years.

Vacation leave in accordance with the following schedule shall be granted to an employee who as of July 1st has been employed by the Town for at least eleven (11) years and up to at least fifteen (15) years:

11 Years Employment	-	4 Weeks plus 1 Day
12 Years Employment	-	4 Weeks plus 2 Days
13 Years Employment	-	4 Weeks plus 3 Days
14 Years Employment	-	4 Weeks plus 4 Days
15 Years Employment	-	5 Weeks

- E. Employees who are eligible for a vacation, shall have an opportunity to take vacation time not in excess of two (2) weeks (ten vacation days), during the period from July 1st to October 2, 1999.

F. All vacation time in excess of two (2) weeks must be taken at some time other than during said period, unless the Employer in his discretion may otherwise approve.

G. On or before June 1st of each year, the Employer shall post a vacation schedule. During the next three (3) weeks, the employees shall indicate thereon their preference for summer vacation. Any employee who has not done so by the end of such three (3) week period, shall lose his preference. The Employer shall approve and post the completed vacation schedule by May 1st, and any change thereafter shall be made only by mutual consent of the employees involved and the Employer.

H. Employees shall have the opportunity to indicate a preference for vacation; such preference to be in accordance with their seniority as defined in Section Six (6) of this Contract. The Employer shall have the right to determine the number of employees within each classification or division, who may be permitted to go on vacation at the same time, and shall exercise such right in the interest of maintaining the best service to the Town.

I. Vacations taken by employees during the months of December, January, February and March shall be with the approval of the Director or his designee.

J. In order to be eligible for vacation, an employee must work the regularly scheduled work day before and the regularly scheduled work day after the vacation, except if the employee is on an approved bereavement, personal day, holiday or approved compensation day. In the event the employee takes a sick leave, he/she may be required to provide a doctor's note certifying said illness, otherwise, the employee will not be paid for the sick day.

#### **SECTION 14: PAID HOLIDAYS:**

A. The following days shall be recognized as legal holidays on which days employees (except those working a continuous operations) shall be excused from all duty not required to maintain essential Town services:

NEW YEAR'S DAY  
LABOR DAY  
M.L. KING, JR. DAY  
COLUMBUS DAY  
PRESIDENT'S DAY  
VETERANS' DAY

PATRIOTS' DAY  
THANKSGIVING DAY  
MEMORIAL DAY  
CHRISTMAS DAY  
INDEPENDENCE DAY

B. Whenever one of the Holidays set forth in Sub-Section (A) falls on a Sunday, the following day shall be the legal Holiday, and whenever one of these Holidays falls on a Saturday, every employee in a permanent position, will be granted a day off on the preceding Friday, or on such other day in the same week as determined by his Department Head.

C. If an Employee who is scheduled to work on a Holiday utilizes sick leave pursuant to Section 15 on a Holiday, he/she shall be paid his regular weekly compensation for the workweek in which the Holiday falls. There shall be no deduction from the Employee's accumulated sick leave bank.

D. Employees assigned to a shift on a continuous operation who are required to work (commencing at 11:00 PM on the day preceding the celebrated Holiday) on a day which the Town celebrates the Holiday, shall be entitled to pay for one day at his/her regular rate of pay, in addition to pay for the Holiday worked at the premium rate of double time for each hour worked. Where a holiday falls on a weekend (Saturday or Sunday). Water Treatment employees will receive payment on the actual holiday worked.

E. If an Employee works on an overtime basis on a day that the Town celebrates a Holiday, he/she shall receive, in addition to his regular compensation, double time for each hour worked on such Holiday, and in no event shall he/she receive less than four (4) hours pay at the premium rate.

F. In order to be eligible for a paid holiday, an employee must work the regularly scheduled work day before and the regularly scheduled work day after the holiday, except if the employee is on an approved bereavement, personal day, holiday or approved compensation day. In the event the employee takes a sick leave, he/she may be required to provide a doctor's note certifying said illness, otherwise, the employee will not be paid for the sick day.

#### **SECTION 15: SICK LEAVE:**

A. Employees will earn and accrue (1-¼) days of sick leave for each calendar month up to fifteen (15) days per year. The maximum accumulated sick leave allowed by the employer will be unlimited workdays. However, upon death, retirement, or resignation, but specifically excluding discharge, an employee or his estate shall be allowed to redeem twenty (20%) percent of the days of accumulated sick leave in consideration for an amount equivalent to said number of redeemable days times his daily pay rate at the time his employment is terminated, but in any event, the total amount is not to exceed Four Thousand (\$4,000.00) Dollars.

B. The Director or his designee may require a doctor's certificate as to the cause of illness for a one-day or more illness. The doctor will be of the Employer's choosing and will be at the expense of the Employer.

C. A physician's certificate of illness shall be submitted by the Employee after four (4) days absence to his or her Department Head before leave is granted under the provisions of this section.

D. Employees who are absent due to illness must submit a sick leave report sheet to the Director of Public Works for approval prior to payment pursuant to this section.

#### **SECTION 16: EMERGENCY LEAVE:**

Emergency Leave, in case of an accident or serious illness that incapacitates an employee may be granted with the approval of the Director of Public Works without being charged to vacation or other leave. Emergency Leave may also be granted to an employee when a member of the employee's immediate family requires the employee to be relieved of his/her duties for a brief period of time.

Emergency Leave is paid leave and may not exceed a period of seven (7) working days in a fiscal year. An employee, after being granted Emergency Leave up to the maximum of seven (7) working days, may qualify for additional leave under the Family Medical Leave Act and/or the Small Necessities Leave Act. The employer agrees to notify the employee of his/her options with respect to leave under the FMLA, and reserves the right to require that an employee use accrued vacation time towards family medical leave in accordance with the Act.

#### **SECTION 17: BEREAVEMENT LEAVE:**

Employees shall be entitled to a bereavement leave up to three (3) days with pay and additional time with the approval of the Director. In addition to the foregoing, an employee shall receive one (1) working day with pay to attend funeral services for a brother-in-law, or a sister-in-law, or grandchild.

Bereavement leave shall be in the event of the death of the employee's spouse, parents, parents-in-law, brother, sister and children, and any other relative living within the employee's domicile. A bereavement leave of one (1) day shall be allowed in the event of the death of any immediate family relative not living within the employee's domicile.

#### **SECTION 18: JURY LEAVE:**

An employee in continuous employment required to serve on the jury and thus having to be absent from regular duty may, upon application, be paid the difference between the compensation received from jury duty and his regular compensation from the Town, upon presentation of an affidavit of jury pay granted.

#### **SECTION 19: PERSONAL LEAVE:**

Absences for personal reasons may be charged to Vacation leave upon application by the employee and approval by the Director.

Four (4) Personal Days per fiscal year, not charged to Vacation or other leave credit, shall be granted upon approval of the Director, subject to receipt of at least one (1) weeks' notice. New employees will have personal days prorated at 1 day per quarter commensurate with their date of hire in the fiscal year.

#### **SECTION 20: HEALTH AND WELFARE:**

A. The Town agrees to maintain existing or comparable group life insurance plan(s).

B. The Town agrees to maintain the health and welfare plans in effect per the Public Employee Committee Agreement that became effective July 1, 2009.

#### **SECTION 21: EDUCATIONAL ASSISTANCE:**

Employees attending educational courses, approved in advance by the Director of Public Works, and held outside working hours will be reimbursed for traveling expenses and one (1) meal.

Tuition reimbursement of up to fifty (50%) percent and an annual bargaining unit maximum of five thousand (\$5,000.00) dollars for any job-related course, provided the employee maintains a grade average of (C) will be available to all employees covered by this Agreement.

## **SECTION 22: UNIFORMS AND PROTECTIVE CLOTHING:**

A clothing allowance will be paid to each employee by the 1<sup>st</sup> August of each fiscal year. The amount of the allowance will be \$600. Mechanics will receive an allowance of \$650 per employee. Uniform allowance will be paid directly to the employee. Effective July 1, 2014, Senior Clerks and Principal Clerks will no longer receive a uniform allowance.

All employees required to wear storm gear to perform their assignments shall be supplied said storm gear, including hats, capes, overalls, pants, boots and gloves.

The employee shall be responsible for, his issue of storm gear and shall be responsible to have it readily available to wear.

If an employee is assigned duty requiring storm gear and his issue is not available to wear, he shall forfeit the time lost.

The Employer shall replace worn storm gear and the employee shall be required to turn in worn gear to draw new issue.

If the employee does not have the worn issue to turn in, the cost of the new issue shall be withheld from his pay, unless the employee can satisfactorily show that such loss or inability to turn in such issue was not due to his fault.

Protective glasses, helmets, climbing belts, and other safety accessories shall be supplied by the Employer and the Employee shall be required to utilize such accessories and devices in accordance with the provisions as set forth in this Agreement under this article, and by the Labor Management Committee.

Protective glasses, helmets, climbing belts, and other safety accessories shall be replaced when worn or in disrepair under the same conditions of this Section as pertains to storm gear.

The uniform code shall continue as dark blue trousers, blue shirts, and dark blue jacket (dungaree material acceptable). The Employer shall provide logos and/or decals and it is the obligation of the individuals to attach them to their clothing. All clothing shall be kept in suitable condition - clean and in good repair. Shorts and sneakers are not acceptable.

An employee covered by this Section shall be solely responsible for cleaning and maintaining all clothing purchased hereunder, and any employee covered by this section who fails to clean, maintain, repair, or wear such clothing during working hours, shall be subject to disciplinary action.

Whenever an employee turns in worn-out or torn gloves, they shall be immediately replaced with gloves of a comparable or higher quality.

## **SECTION 23: LABOR MANAGEMENT COMMITTEE:**

A Labor-Management Committee shall be established consisting of two (2) representatives of the Union (to be chosen by the Union) and two (2) representatives of the employer. The Committee shall meet on request of either party for the purpose of discussing all matters of mutual concern. Both parties agree to provide a written agenda prior to a scheduled Labor-Management Committee meeting.

## **SECTION 24: PROMOTIONS - JOB POSTING AND BIDDING:**

### **I. PROMOTIONS**

1. To the extent that promotions and transfers are not subject to regulation by Civil Service Laws, the following procedure shall apply.
2. When a position covered by this agreement become vacant, notice of such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice shall remain posted for fifteen (15) days.
3. Employees interested shall apply in writing within the fifteen (15) day period. The interested Employee shall make application in the manner prescribed in the posted notice.
4. The vacancy shall be filled by the Employer with the applicant most qualified. If two Employees are considered equal in qualifications, the more senior applicant shall be given the position.
5. Posted positions in a particular division are open to applications of all divisions of Public Works except a division that has a full complement of men with a rank vacancy. Under this condition, the position for promotion is limited to applicants of the particular division. This Paragraph (7) shall remain in effect for one year next after the effective date of this Agreement, but may thereafter be extended for full term of this Agreement upon the mutual assent of the parties hereto.
6. There will be a 90 day probationary period for all promotions. If at the end of the trial and training period it is determined that the Employee is not qualified to perform the work, he shall be returned to his old position and rate.
7. If no Town Employee has the qualifications for the particular vacancy, the Employer may then appoint an applicant who may not be in the employment of the Town.

### **II. NEW HIRES**

1. The successful new hire applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she will be terminated.

## **SECTION 25: BULLETIN BOARDS:**

Announcements shall be posted on bulletin boards located in conspicuous places. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature,



agree that it would be improper to post denunciatory or inflammatory written material on such bulletin board.

#### **SECTION 26: FAIR EMPLOYMENT PRACTICES:**

The Employer and the Union agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.

Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

#### **SECTION 27: ACCESS TO PREMISES:**

The Employer agrees to permit representatives of the Union to enter the premises at any reasonable time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Employee.

#### **SECTION 28: NO STRIKE OR LOCKOUT:**

During the period covered by this Agreement, no strike, lock-out or other interruption to normal operations shall be instituted or condoned by either the Union or the Employer. Any Employee who participates in any strike, slow-down or other interruption to normal operations of the Employer shall cease to be covered by this Agreement.

#### **SECTION 29: LAYOFFS:**

If a permanent Employee not covered by Civil Service becomes separated from his position due to lack of funding, his name shall be placed by the Appointing Authority on a Re-Employment List.

The names of persons shall be placed on the Re-Employment List in the order of their seniority, so that the names of persons senior in length of service at the time of their separation from employment, shall be highest on the list.

The name of a person placed on such Re-Employment List shall remain thereon until such person is appointed as a permanent Employee, but in no event for more than three (3) years.

The Appointing Authority, upon request to fill a vacancy, shall certify names from such Re-Employment List prior to advertising that position, when it is determined that the qualification required can be filled from such Re-Employment List.

**SECTION 29A: EMPLOYERS RIGHTS:**

The Employer shall retain all the rights which it now has by law, customer practice, usage, or precedent to administer, manage, operate and perform the work of the Department of Public Works, and to determine methods and means by which the operations of said Department in any manner which in its opinion is in the best interest of the Town, except to the extent that any such rights shall have been specifically modified or limited by the terms of this Agreement. The Town's position shall be considered first and foremost as prime employment.

**SECTION 30: INDUSTRIAL ACCIDENTS REPORTS:**

Employees will, upon their request, be supplied with completed copies of the reports pertaining to any industrial accident in which they may be involved. All accident reports must be submitted within forty-eight (48) hours of the incident unless the employee is physically unable to file the accident report due to the injuries suffered.

**SECTION 31: SEPARABILITY OF PROVISIONS:**

In the event that any provision of this Agreement is, or shall become illegal or unenforceable under any State or Federal Law, then such provision shall be deemed null and void, but all other provisions hereof shall remain in full force and effect.

**SECTION 32: DURATION AND RENEWAL:**

This Agreement and each of its provisions shall be in effect as of July 1, 2016 to June 30, 2019. If a successor Agreement has not been executed by June 30, 2019, this Agreement shall remain in full force and effective until a successor Agreement has been executed.

This Agreement shall be subject to the appropriation of sufficient funds by the Weymouth Town Council to implement its terms pursuant to General Laws, Chapter 150E, Section 7.

**SECTION 33: PROVISIONS RELATING TO APPENDIXES:**

Employees on the second and third shift at the Water Treatment Plant and Building Custodians employed by the Department of Public Works during these shifts shall be entitled to a differential of ninety (\$.90) cents per hour.

**SECTION 33A: LONGEVITY:**

A. An Employee shall be entitled to and shall receive, in addition to compensation to which he or she may be entitled in accordance with the schedule, an annual amount of Five Hundred and fifty (\$550.00) dollars after having completed their (10) years of full-time continuous employment; Eight Hundred and fifty (\$850.00) dollars after 20 years; Twelve Hundred and fifty (\$1250.00) dollars after 30 years; Fifteen Hundred and fifty (\$1550.00) dollars after 35 years.

B. The annual amount due an employee who has become eligible during the fiscal year - July 1st through June 30th - shall be paid the last pay period in June.

C. Pro rata payment shall be made to an employee who retires or resigns, or to the estate of an employee who dies during the twelve (12) months beginning July 1st and ending June 30th. The amount of such payment shall be the proportion of the annual payment determined as of the First (1st) or the Sixteenth (16th) Day of the month immediately following the date of retirement, resignation or death, and shall be paid not later than such First or Sixteenth (16th) Day.

#### **SECTION 34: MISCELLANEOUS:**

The Employer shall pay for all Class A (1) and Class B (2) licenses that are position requirements. In addition, employees who are required by their job description to hold a Commercial Driver's License (CDL) shall receive a twenty-five (\$25.00) dollar differential per week. The Employer and the Union shall both retain a master sheet giving the expiration dates of said licenses pertaining to the operation of any equipment that falls within the salary and grade classification. Employees shall be notified of renewal of licenses forty-five (45) days prior to its expiration date. Failure to act upon or renew may result in a drop to the last position held before promotion in the salary and grade classification. All Union Employees who perform the duties of a Non-Union Employee in a higher grade shall be paid that rate of pay from the first (1st) day of said performance, limited to vacation and/or extended leave periods. The Town shall pay for renewal and associated medical test, at a Town selected location, for any State issued Hoisting licenses obtained by the employee. W Grade employees hired on or after July 1, 2013 shall be required to hold and maintain a CDL as a condition of employment and said CDL may be obtained during the 90 day probationary period. This condition of employment shall not apply to W Grade employees hired prior to July 1, 2013.

**OUT OF TITLE WORK:** All Employees performing Out of Title Work shall be paid at the top step of the grade for which the work is performed not to exceed two (2) steps higher than the salary of the assigned work/grade

**SHIFT/DAYS OFF BID - WATER TREATMENT PLANT:** Employees working in the Water Treatment Plants shall bid their shifts and days off on an annual basis. This bid shall be posted annually and implemented the following month from the completion of the bid process. Seniority shall be the determining factor in shift/day-off selection. Seniority for purposes of shift/day-off selection shall be defined as length of continuous service in the grade of a Water Treatment Plant Operator.

**CAMERA DIFFERENTIAL:** Any trained Employee who is assigned to operate the camera equipment for the purpose of inspection of underground utilities shall be compensated at the daily rate of Seven and 50/100 (\$7.50) Dollars per day.

**HAZARDOUS DUTY PAY:** When Sewer Division Personnel come directly in contact with raw sewage due to mechanical failures of pumps, check valves, electrodes and three way-valves or when Town Electricians work in conditions of exposure to super high voltage (i.e. above 220 Volts) - each respective title shall receive fifty (\$50.00) dollars a day (verified by the Division head).

DIRECT DEPOSIT: Effective June 30, 2013, all members of the bargaining unit shall be required to enroll in direct deposit.

ACCIDENTAL DEATH INSURANCE: The Town shall provide an accidental death insurance policy for employees who work forty (40) hours per week with a benefit in the amount of \$250,000.

COMPENSATION GRADE COMMITTEE: A Compensation Grade Committee will be formed comprised of two (2) individuals designated by the Union and two (2) individuals designated by the Town and a member from the Human Resources Department, This Committee shall meet to review the job descriptions and job requirements of the Treatment Plant Operators to determine whether these positions have undergone a fundamental and substantial change in the job content. The parties will jointly participate in an updated review of previous study during the terms of this agreement. Findings will be presented and reviewed with an outside organization/ association whose recommendations will be reviewed and enacted.

### **SECTION 35: DRUG TESTING SCREENING:**

There shall be established a drug testing/screening program for Employees who operate a commercial motor vehicle in excess of 26,000 lbs. While performing duties for the Weymouth Public Works Department and all Water Treatment Plant Operators in "safety sensitive positions." The provisions of this Article are intended to comply with the Omnibus Transportation Employees Testing Act of 1991. Following any on-the-job accident (not on Public Works property) involving the operation of a Town vehicle, the operator of such vehicle, regardless of whether said operator holds a CDL, shall be subject to the same testing requirements as required of an employee with a CDL.

CDL DRIVERS: The Weymouth Department of Public Works policies currently being administered with regard to the testing of CDL Drivers are incorporated and made part of this Agreement.

WATER TREATMENT PLANT OPERATORS: Water Treatment Plant Operators shall be subject to a drug test in accordance with the established CDL Policy if "reasonable suspicion" exists as determined by the Director of Public Works, or his designee, who has been trained on drug/alcohol misuse. A "reasonable suspicion" belief must be based on specific, contemporaneous, articulable observation concerning the appearance, behavior, speech, or body odors of the Employee. The administrative consequences for a Water Treatment Plant Operator, who tests positive in accordance with the CDL guidelines, shall be subject to discipline in accordance with the present CDL Policy.

Special Equipment Operator: shall be subject to the same drug testing as those with a CDL.

## **SECTION 36: EMPLOYEE EVALUATION**

Employees shall be evaluated annually in accordance with the attached evaluation instrument. This evaluation shall be used for the exclusive purpose of assisting employees to improve their performance and for consideration when an employee seeks a promotion. Evaluations shall be conducted by the employees foreman or immediate supervisor and shall be placed in the employees personnel file. The evaluations shall not be used for past, present or future disciplinary actions.

The evaluation document shall include a section wherein the employee may state whether he/she agrees or disagrees with the evaluation.

This Agreement shall be subject to the appropriation of sufficient funds by the Town to implement its terms.

## **SECTION 37: VIOLENCE IN THE WORK PLACE POLICY**

It is the Policy of the Town of Weymouth to promote a workplace that is free of violence. It is the intention of the Town to provide a workplace that is free from intimidation, threats, or violent acts in accordance with Federal and State laws. Violence in the workplace, or in other settings in which an employee find themselves in because of their employment will not be tolerated by the Town of Weymouth. Retaliation against an individual who has complained about a violent act or threat and retaliation against a person for cooperating with an investigation into a violent act or threat is unlawful and will not be tolerated by the Town of Weymouth.

### ***Scope:***

This policy and procedure is applicable to all Town of Weymouth employees, agents, elected and appointed officials, consultants, volunteers and any person conducting business with the Town of Weymouth, subject to Collective Bargaining Agreements.

### ***Definitions:***

Violence in the workplace includes but is not limited to harassment, threats, physical attack, or property damage.

A threat is an expression of intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the physical threat and regardless of whether the threat is contingent, conditional or future.

A threat is a statement which is intended to put the employee in immediate apprehension of offensive harmful contact. It may also include any behavior which might contribute to a hostile work environment.

A physical attack is intentional hostile physical contact with another person.

Property damage is intentional damage to property, which includes property owned by the Town, employees or others.

**Procedure:**

1. Communication: Each supervisor is required to communicate to each subordinate the Town's policy against Violence in the Workplace. Supervisors are also required to report all cases of violence in the workplace for investigation to the department head and/or Human Resources Director.
2. Investigation: When the complaint is received by the Human Resources Department, an investigation will take place promptly. The investigation will be conducted in a way to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint, with witnesses and with the person alleged to have committed the violent act or threat. Upon completion of the investigation, if it is determined that inappropriate conduct has occurred, prompt action will take place to eliminate the offending conduct, and where it is appropriate, disciplinary action will take place.
3. Disciplinary Action: If it is determined that a violent act or threat has been committed by an employee, appropriate action will take place. Such action may range from counseling to other such forms of disciplinary action as deemed necessary based on the circumstances.

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The parties hereby agree to this Agreement as the total Agreement between the parties. Said Agreement to be executed by the respective duly authorized representatives this day of 5<sup>th</sup> May, 2017.

For: The Union

Ronald Jayson  
Jan J. Ben

For: The Employer

W. H. Hedford  
Gregory A. Hub

TOWN OF WEYMOUTH  
SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	DPW	S-08	S-8 SALARY	A ANNUAL	W WEEKLY	11	52.0000	8.00	40.00	5.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	16.2825	130.2609	651.30	33,867.84
02	0.0000	16.8750	134.9990	675.00	35,099.75
03	0.0000	17.5075	140.0606	700.30	36,415.76
04	0.0000	18.1460	145.1673	725.84	37,743.49
05	0.0000	18.8165	150.5316	752.66	39,138.22

07/01/2016	DPW	DEPARTMENT S-11	S-11 SALARY	A ANNUAL	W WEEKLY	11	52.0000	8.00	40.00	5.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	18.1460	145.1673	725.84	37,743.49
02	0.0000	18.8165	150.5316	752.66	39,138.22
03	0.0000	19.5090	156.0728	780.36	40,578.92
04	0.0000	20.2340	161.8717	809.36	42,086.64
05	0.0000	20.9990	167.9912	839.96	43,677.70

07/01/2016	DPW	DEPARTMENT S-13	S-13 SALARY	A ANNUAL	W WEEKLY	11	52.0000	8.00	40.00	5.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	19.5090	156.0728	780.36	40,578.92
02	0.0000	20.2340	161.8717	809.36	42,086.64
03	0.0000	20.9990	167.9912	839.96	43,677.70
04	0.0000	21.7733	174.1857	870.93	45,288.29
05	0.0000	22.6038	180.8297	904.15	47,015.73

07/01/2016	DPW	DEPARTMENT S-14	S-14 SALARY	A ANNUAL	W WEEKLY	11	52.0000	8.00	40.00	5.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	20.2335	161.8687	809.34	42,085.86
02	0.0000	20.9990	167.9912	839.96	43,677.70
03	0.0000	21.7733	174.1857	870.93	45,288.29
04	0.0000	22.5345	180.2756	901.38	46,871.65
05	0.0000	23.4420	187.5366	937.68	48,759.52



TOWN OF WEYMOUTH  
SALARY TABLES

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	WAGES	H HOURLY	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	DPM	W-09	W-9				W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
Change was made by 2.0000%															
No Dollar amount used.															
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	24.1847	193.4780	967.39	50,304.28	0.0000	24.1847	193.4780	967.39	50,304.28	0.0000	24.1847	193.4780	967.39	50,304.28
02	0.0000	25.3833	203.0660	1,015.33	52,797.16	0.0000	25.3833	203.0660	1,015.33	52,797.16	0.0000	25.3833	203.0660	1,015.33	52,797.16
03	0.0000	26.6870	213.4960	1,067.48	55,508.96	0.0000	26.6870	213.4960	1,067.48	55,508.96	0.0000	26.6870	213.4960	1,067.48	55,508.96
04	0.0000	28.0207	224.1660	1,120.83	58,283.16	0.0000	28.0207	224.1660	1,120.83	58,283.16	0.0000	28.0207	224.1660	1,120.83	58,283.16

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