

AGREEMENT BETWEEN

TOWN OF BURLINGTON

AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO, STATE COUNCIL 93, LOCAL 1703

DEPARTMENT OF PUBLIC WORKS

July 1, 2025 - June 30, 2028

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PREAMBLE

This Agreement entered into by the Burlington Board of Selectmen for the Town of Burlington, hereinafter referred to as the Employer, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION OF UNIT DESCRIPTION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees of the Public Works Department, including the Highway, Fleet Maintenance, Facilities & Cemeteries and Water (Water Treatment Plants) and Sewer Divisions, including the Superintendent of the Highway Division, the Superintendent of Fleet Maintenance, the Superintendent of the Water & Sewer Utilities Division and the Superintendent of the Facilities & Cemeteries Division, and Fire Department Emergency Vehicle Technician, and excluding from the unit the following: the Director of the Public Works Department, the Administrative Section, Engineering Division, all professional employees, all clerical employees, all employees covered under a separate bargaining unit who have existing agreements with the Town of Burlington, all non-union members employed by the Town of Burlington and temporary part-time or emergency employees.

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

ARTICLE 2

MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Director of the Department of Public Works and the Town Administrator or the Board of Selectmen as set forth in the Constitution and the General Laws of Massachusetts, the By-Laws of the Town of Burlington, or any other statute or regulation. The Town shall not be deemed to be limited in any way by this Agreement in the performance of regular and customary functions of municipal management and reserves and maintains all powers, authority and prerogatives, including without limitation, the exclusive right to issue reasonable departmental rules and regulations governing conduct of various Department of Public Works operations, provided said rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE 3

UNION DUES, AGENCY FEES AND PEOPLE DEDUCTIONS

Section 1: Employees shall tender monthly membership dues by signing the Authorization of Dues for depicted in Addendum E in effect to create an authorization for payroll deduction. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with an electronically forwarded list of employees who have had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month – and such transmission shall be accomplished either by electronic mail or some other secure method as agreed to by the parties.

Section 2: To the fullest extent permitted by law, the Employer shall deduct as an agency service fee from the salary of every employee covered by this Agreement, but not a member of the Union, the amount that such employee would pay in monthly dues if the employee were a member of the Union, and remit said deduction to the treasurer of the Union in the same manner as dues are collected and remitted.

Section 3: The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized

statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 4: The Employer will electronically forward a data file to the Union for all employees whose job position/title is represented by the Union. The frequency of providing the electronic data file shall be twice a year, once in the month of June and again in the month of December, no later than the last day of the respective months. The data file shall contain (when available in the payroll system): first name, middle initial, last name, home address, mobile phone number, home phone number, work phone number, work email address, all other emails addresses provided, employee identification number (ID#), hire date, position/title, bargaining unit, dues deduction, employer name, agency/department code, annual salary information, pay period frequency, number of pay periods, authorized hours, full/part-time code, pay hourly rates, pay grade, pay step, pay step date, rehire date and termination date.

Section 5: Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data will not be unreasonably denied.

Section 6: The Employer shall provide to the Union an updated listing of codes on a monthly basis. If, however an existing code is changed or created, or changed and applied to an employee, the Employer shall provide to the Union a notice of said change(s) made to an existing code or created code within thirty (30) days of said change.

ARTICLE 4 DISCRIMINATION AND COERCION

There shall be no discrimination by foremen, superintendents or other agents of the employer against any employee because of his activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement to comply with any order, which would violate this Agreement.

ARTICLE 5 GRIEVANCE AND ARBITRATION

Any grievance or dispute, which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- Step 1: The Union Steward and/or representative with the aggrieved employee shall take up the grievance or dispute in writing on a standardized grievance form which is acceptable to both parties with the Director of Public Works within five (5) working days of the date of the grievance or his/her knowledge of its occurrence. Said form shall include a brief description of the basis for the grievance and shall identify the particular section or Article of the Collective Bargaining Agreement which has been abused. The Director shall attempt to adjust the matter and shall respond in writing to the Steward within five (5) working days, and a copy of his writing shall be sent to the Town Administrator. Failure by the employee or union steward to take up the grievance or dispute with the Director within the time frame designated herein shall be construed by the employer as making the grievance void, without benefit of adjustment.
- Step 2: If the grievance remains unadjusted, it shall be presented to the Town Administrator in writing within ten (10) working days after the response of the Director is due. The Town Administrator shall respond in writing within ten (10) working days of the presentation, exclusive of Saturdays, Sundays and legal holidays. Failure by the Town Administrator to reply within the period shall be construed as a decision favorable to the employee.
- Step 3: If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Town Administrator is due, by written notice to the other request arbitration.

Arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association (AAA) or the Massachusetts Division of Labor Relations and shall be conducted pursuant thereto. The decision of the arbitrator shall be rendered within thirty (30) days of the completion of the arbitration hearings, but such period may be extended by mutual agreement of the parties hereto. The arbitrator shall not have the right to add to, detract from, or in any way alter the provisions of this Agreement.

The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

No employee shall have the right to require arbitration, the right being reserved to the employer and the union.

The Employer will make available upon request, such records which the parties agree are pertinent to the arbitration, and are not, in the opinion of the Employer, entitled to confidential status.

The expense for the arbitrator's services and the proceedings shall be borne equally by the employer and the union. If either party desires a verbatim record of the proceedings, it may cause such 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.

Grievances involving disciplinary action shall be processed beginning at the next highest step from the authority involved in the original disciplinary action. If the case reaches arbitration, the arbitrator may direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due to the employee. An employee who claims a hearing or takes any other steps to invoke the protection afforded him by the provisions of Chapter 31 of the General Laws of the Commonwealth of Massachusetts shall be deemed to have waived the right to process any disciplinary action taken against him as a grievance under this contract.

The Town's failure or refusal to request authorization from Civil Service to extend a provisional appointment beyond its original term or beyond any previously authorized extension thereof shall not be the subject of a grievance or of arbitration under this Agreement.

A decision rendered by an arbitrator under this Agreement shall be final and shall be binding on both parties, but the Town or the Union may submit more than one question for arbitration at the same time, and the arbitrator may render separate decisions on each such question.

ARTICLE 6 SENIORITY

All things being equal in the opinion of the appointing authority, promotions, transfers, decrease or increase in the work force, shift assignment and choice of vacation period, shall be based on "seniority".¹

Notwithstanding an individual's rights as defined in the parties Civil Service Agreement executed on May 11, 2011, seniority shall be defined as the initial date of hire with the Burlington Department of Public Works. The May 2011 Agreement is hereby incorporated into this Collective Bargaining Agreement.

ARTICLE 7 JOB POSTING AND BIDDING

Whenever a position covered by this Agreement becomes vacant and is going to be filled by a provisional appointment or provisional promotion, and is funded for the next fiscal year as of March 1, or any newly created position is authorized, the notice of vacancy must be posted within 25 days after such vacancy occurs and shall remain posted for five (5) working days in all departments including the Treatment Plant, listing the pay, duties, qualifications and reporting functions. Although a vacant position may be publicly advertised by the Town concurrent with its internal posting, bargaining unit applicants shall receive first consideration as to their qualifications for said vacancy as described below.

Employees interested shall apply in writing on a form provided within a five-day period. All qualified employees shall be granted an interview. Within five (5) workdays of the expiration of the posting period, the Town Administrator will award the position on the basis of qualifications and ability determined by the Director of Public Works. Where qualifications and ability are substantially equal, seniority as defined in Article 7 shall be the determining factor. In assessing substantial equality of qualifications and ability, the 'head and shoulders' standard shall apply.²

The Town Administrator's selection shall not be made arbitrary, capriciously or unreasonably. No outside candidate shall be selected over a qualified member of the bargaining unit. The transfer date of an acceptable bidder will be determined by the Director but will not exceed ten (10) days from the date of the award by the Town Administrator.

¹ Please refer to Article 7, as it relates to a definition of "seniority".

² AAA Settlement Agreement #11 390 01524 02

The successful applicant shall be given 30 days trial and training period in the new position at the applicable rate of pay. If at the end of the trial period, it is determined that the employee is not qualified to perform the work, or said applicant decides not to accept the position, he shall have the right to return to his old position in the same rate.

If the appointing authority decides applicants are not qualified, said position shall be posted for three (3) consecutive days subsequent to the original posting. After such time, Civil Service or its successor will be requested to provide a list of qualified applicants.

The above matters will be subject to the Grievance and Arbitration Procedure in this Agreement.

Every position within the bargaining unit shall have a job description, which has been mutually agreed upon by the Town of Burlington and the Union. A job description shall be a clear, concise and accurate summary of duties and responsibilities, and requirements of the job and shall include any special conditions of employment.

ARTICLE 8 **HOURS OF WORK**

- A) Regular Hours: The regular hours of work each day shall be consecutive, except that they may be interrupted by a lunch period of one-half hour's duration.
- B) Work Week: The workweek shall consist of five (5) consecutive eight (8) hour days, exclusive of eating periods.
- C) Work Day: The work day shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight, exclusive of eating periods, and fifteen (15) minutes wash-up period at the end of each work shift.
- D) Work Shift: A work shift shall consist of eight (8) consecutive hours of work, exclusive of eating periods.
- E) Work Schedule: A work shift schedule showing the employee's shifts, work days and hours, shall be posted on the department bulletin board at all times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Employee and the Employer. Emergencies will be determined solely by the Director of the Department of Public Works.
- F) Except for emergency situations and/or unforeseen circumstances, the foregoing (paragraphs A-F) shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. Emergencies and/or unforeseen circumstances will be determined solely by the Director of Public Works.
- G) Fire Department Emergency Vehicle Technician's regular hours are from 7:00 AM - 3:30 PM, with supervision from the Fire Chief or his designee.
- H) Other provisions of this section are stated within Article 9, Water Treatment Plant Operations.

I) Summer Hours

Beginning the week before Memorial Day and ending the week before Labor Day, with the exception of the Water Treatment Plant, the weekly work schedule shall be:

6:30am – 3:30pm Monday through Thursday, with ½ hour lunch break
6:30am – 12:30pm on Friday with no break for lunch

If planned regular operations within a division require work after 1:00pm on Friday (i.e. funerals), the Director of Public Works may adjust that weeks' schedule to allow for such work to be done during regular work hours. Divisions may opt-out of this schedule with the approval of the DPW Director.

During these months overtime shall not be paid for work performed within the regular summer work hours. It is understood that holidays occurring during summer hours shall be paid at the same hours as the employee is normally scheduled to work on the date observed day

ARTICLE 9 WATER TREATMENT PLANT OPERATIONS

Notwithstanding any provision in this agreement, the following shall apply to the Water Treatment Plant operations:

Work Schedule

The regular hours of work for Treatment Plant Operators shall be:

6:00am – 2:00pm	2:00pm – 10:00pm
7:00am – 3:00pm	10:00pm – 6:00am

The regular work hours for the Chief Operator/Chemist shall be Monday-Friday 8:00am – 4:00pm.

The DPW Director may create one (1) Treatment Plant Operator position with a schedule of 10:00pm to 6:00am between May 1st through September 30th and during the months of October through April 6:00am to 2:00pm in lieu of a Treatment Plant Operator position with the regular hours of 6:00am to 2:00pm. The Town shall post the position in accordance with Article 7 of this agreement. In the event there is no interested Treatment Plant Operator from the shift being replaced, the least senior Treatment Plant Operator from the 6:00am to 2:00pm shift shall be assigned the created schedule above. The Treatment Plant Operator who works this schedule shall be paid the night differential rate for all hours worked year round.

Meal Period

When there is more than one (1) employee assigned to an individual plant, employees shall be allowed one half hour paid lunch period scheduled as near to the middle of the shift as possible.

An employee who is working a plant alone shall be allowed an on-site meal break according to the operational needs of the plant.

Shift Assignments

After the initial assignment, selection of vacated shift schedules for employees in the title of Treatment Plant Operator shall be determined by seniority. Seniority, for purposes of this section shall be determined as time worked in the title of Treatment Plant Operator for the Town of Burlington.

Holidays

An employee who is required to work on an actual holiday (as listed in Article 16) shall receive in addition to his/her regular compensation, double time for all hours worked.

For the sole purpose of this article, all regular full-time employees of the Treatment Plants shall receive time off without loss of pay on the following holiday dates:

New Year's Day (January 1 st)	Labor Day	Martin Luther King's Birthday
Columbus Day	Presidents' Day	Veterans' Day (November 11 th)
Patriot's Day	Thanksgiving Day	Memorial Day
Day after Thanksgiving	Independence Day (July 4 th)	Christmas Day (December 25 th)
Juneteenth		

An employee who is required to work on a holiday as designated above shall receive a minimum of four (4) hours pay at double time.

An employee who is not regularly scheduled to work a day on one of the holidays designated above shall receive an additional day off to be scheduled through the Director as close to the holiday as practicable, and in no event outside of a one month window before or after the holiday.

Overtime

When there is no employee regularly assigned to the treatment plants available to perform overtime work, bargaining unit members who are properly licensed may work these overtime shifts.

There shall be one overtime list to cover both plants, with overtime being distributed as equally and impartially as possible.

Shift Differential

a) The shift differential shall be \$2.00 per hour for employees regularly assigned on the following shifts:

Between the hours of 2:00pm and 6:00am Monday through Friday

Between the hours of 10:00pm on Friday through 10:00pm on Sunday

In order to receive the shift differential, an employee's regular work schedule must include four (4) or more hours of work which occur between 5:00pm on one day and 8:00am on the next succeeding day.

b) Shift differential shall be paid for all regularly scheduled actual hours worked and will be considered part of the regular rate of pay for the purposes of calculating overtime.

Licenses

All employees appointed to the position of Treatment Plant Operator from July 1, 2008 forward will require a T-3 classification within one (1) year of date of hire.

**ARTICLE 10
STAND-BY DUTY**

Stand-by personnel, except in the Water and Sewer Division, shall be on call from 7:00 AM, Saturday until 7:00 AM Sunday, and from 7:00 AM Sunday until 7:00 AM Monday. On holidays, stand-by personnel will be on duty from 7:00 AM of the holiday until 7:00 AM of the next morning. Compensation shall be paid on the following basis: Each twenty-four (24) hours of stand-by duty will be paid at the following rates of stand-by employee's group.

Group 96	\$145
Group 94	\$145
Group 93	\$140
Group 92	\$135
Group 91	\$129
Group 90	\$129
Group 88	\$121
Group 87	\$117
Group 86	\$113
Group 85	\$109
Group 82	\$96

Stand-by personnel in the Water and Sewer Division shall be on call from 7:00 AM, Saturday until 7:00 AM Sunday, and from 7:00 AM Sunday until 7:00 AM Monday. On holidays, stand-by personnel will be on duty from 7:00 AM of the holiday until 7:00 AM of the next morning. Compensation shall be two hundred dollars (\$200.00) for each twenty-four (24) hours of stand-by duty.

Call-outs shall be paid at the rate of four (4) hours at time and one-half along with any additional hours. On holidays, the call-out period of four (4) hours along with any additional hours shall be compensated at the rate of double time.

The following is the method of communication during emergency situations: For emergencies of any kind that are called in the DPW Offices during normal business hours or the Police Department when the offices are closed, the procedure is as follows: The appropriate Superintendent or Division Manager is alerted. The Superintendent or Division Manager, in turn reaches the necessary personnel to come in and work on whatever the emergency is. Call-ins are done on a rotating basis in consideration of seniority.

Employees on stand-by will only be eligible for outside of Division call outs after every bargaining unit member has accepted, refused or not responded to the offer of the overtime opportunity.

ARTICLE 11 OVERTIME

Employees covered by this Agreement, except Division heads and those town employees whose overtime compensation is specifically provided for by other Town By-Laws or by statute, shall receive overtime pay at the rate of time and one-half their regular hourly rate of pay for authorized time worked in excess of eight (8) hours in any one (1) work day or forty (40) hours in any work week. For purposes of determining when an employee has worked more than eight (8) hours in any one (1) day or forty (40) in any work week, absence due to bereavement leave, vacation or legal holiday or sick day when such day charged against accrued sick time shall count as a day of work for the employee.

In the event an employee starts working prior to midnight and continues working into their regular hours of their work shift, their regular hours shall continue to be compensated at the rate of time and one half (double time if the previous day was a holiday).

DPW Overtime policy

For the purpose of this policy the Department of Public Works is composed of the following six divisions: Administration*, Facilities & Cemeteries, Fleet Maintenance, Engineering*, Highway, and Water and Sewer.

The five areas covered by the DPW Bargaining Unit are identified as follows:

Facilities & Cemeteries
Fleet Maintenance
Highway
Water Distribution and Sewer Maintenance
Water Treatment

*No DPW Bargaining Unit members in these divisions

Overtime Distribution

Overtime within each area:

Overtime shall be equally and impartially distributed by seniority on a rotating basis among employees in each area who ordinarily perform such related work in the normal course of their work week.

Overtime within each division:

If additional personnel are needed beyond an area, then overtime shall be equally and impartially distributed by seniority on a rotating basis among employees in each division who ordinarily perform such related work in the normal course of their work week.

Overtime outside a division:

If additional more personnel are needed beyond a division, then overtime shall be equally and impartially distributed by seniority on a rotating basis among employees in the DPW Bargaining Unit (based on the DPW master list) who ordinarily perform such related work in the normal course of their work week.

Outside of Division call out method

Scheduled Overtime:

Employees in the DPW Bargaining Unit will be called by phone by either an automated service or a regular phone call. The supervisor will state how many employees are needed as part of this callout, and the time and date of the expected start of the operation. Employees will be given ten (10) minutes to call back and inform the supervisor that they are available to work. Employees who are scheduled to work (or at work) in their areas should get approval for their supervisor prior to transferring to the division making the callout.

After the ten (10) minute period the supervisor will assign overtime based on the DPW master list. All employees who were available to work will be called to instruct them when to report to work or to inform them that they are not needed.

If additional personnel are needed the supervisor will call the entire DPW Bargaining Unit roster (including personnel who have signed the overtime refusal waiver). Any employee not responding or refusing overtime is subject to the disciplinary provisions of the Bargaining Unit Contract.

Non-scheduled Overtime:

Employees in the DPW Bargaining Unit will be called by phone as the need for unscheduled overtime arises. Due to the nature of these non-scheduled events such as water main breaks, snow and ice events, or other weather or operational events, and the need to have personnel responding promptly to the event, there will not be any waiting period between calls when calling employees to report to work.

If an employee did not answer the phone, but returned the phone call to the supervisor prior to the supervisor filling the needed positions, then the supervisor will offer the assignment to the employee. However, if an employee returns the call after all positions are filled, then the employee will not be assigned work on this event.

If additional personnel are needed the supervisor will call the entire DPW Bargaining Unit roster (including personnel who have signed the overtime refusal waiver). Any employee not responding or refusing overtime is subject to the disciplinary provisions of the Bargaining Unit Contract.

Outside of Division Overtime Waiver Process

Employees in the DPW Bargaining Unit can sign an overtime refusal waiver for not less than a year for any work outside their area. Supervisors will not call these employees during the first round of master list call out. However, if additional personnel are needed the entire DPW Bargaining Unit roster will be called during the second round of master list call out. Any employee not responding or refusing overtime is subject to the disciplinary provisions of the Bargaining Unit Contract.

DPW Outside of Division Overtime Waiver Process

Employees in the DPW Bargaining Unit can sign an overtime refusal waiver for not less than a year for any work outside their area. Supervisors will not call these employees during the first round of master list call out. However, if additional personnel are needed the entire DPW Bargaining Unit roster will be called during the second round of master list call out. Any employee not responding or refusing overtime is subject to the disciplinary provisions of the Bargaining Unit Contract.

Check All Areas that Apply

(An employee is precluded from checking their own area):

- Highway
- Water Distribution & Sewer Maintenance
- Water Treatment
- Facilities & Cemeteries
- Fleet Maintenance

Name: _____

Signature: _____ Date: _____

Continuous Overtime

During an employee's regular shift, based on the operational needs of the division and at the sole discretion of his/her immediate supervisor, he/she may be assigned work outside of his/her division (such as cemetery employees working on snow and ice operations etc.). If the operation continues past the regular end of the employee's regular shift, the employee will continue in the operation on overtime until such time as his/her services are no longer needed.

The Employer shall keep records in each Division time book of the overtime worked. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward with the Superintendent or Manager of the division involved. A record of the overtime hours worked and refused by each employee shall be kept by the division.

Although overtime work will ordinarily be voluntary, employees shall recognize their responsibility to furnish overtime service, if possible, when called upon by the Town. There shall be no discrimination against any employee who declines work on an overtime basis, except that when offered overtime, it shall be shown as time worked as far as scheduling priority is concerned. Time and one half shall be paid for all work performed before or after any scheduled work shift where the combined total hours including the regular shifts exceed eight (8) hours.

An employee may elect to receive compensatory time in lieu of payment for overtime hours worked. Said compensatory time shall be accrued and not to exceed 120 hours at any one time. Use of compensatory time shall be with the approval of the Division Head, or his/her designee, and shall not be unreasonably denied. Disputes regarding usage of compensatory time shall not be subject to the grievance or arbitration procedure.

Upon termination or retirement, an employee shall be paid for all unused compensatory time at the final regular rate of pay.

Water Meter Overtime

Water meter repairs performed on overtime shall have two (2) employees assigned to them, and shall be scheduled in four (4) hour blocks with up to six (6) appointments scheduled within a block. The designated supervisor will be notified of any potential issues with the scheduled appointments. The designated supervisor shall be responsible to notify the effected resident(s) of any changes and/or cancellation.

Accepted Overtime Subsequently denied:

Once an employee accepts an overtime opportunity, the employee may provide notice to their supervisor to forgo the overtime opportunity. However, the employee is not eligible, subject to exhausting the options listed above, to accept a non-scheduled emergency overtime opportunity within 12 hours of the original accepted overtime opportunity and until after the duration of the offer of the original opportunity forgone has ended, unless and until every bargaining unit member has accepted, refused or not responded to the off of the new overtime opportunity. If the employee fails to notify the supervisor of a previously accepted overtime commitment that is set to start within the time period above, such employee shall lose the next two (2) overtime opportunities. In addition to the loss of two (2) overtime Opportunities, each subsequent occurrence shall also be subject to progressive discipline in accordance with the collective bargaining agreement.

ARTICLE 11A SANDING AND SNOW OPERATIONS

Following is the procedure the DPW will follow for snow and ice call out of employees working in both the Department of Public Works and BMEA bargaining units during a current snow and ice event. This procedure will start with step A and will advance sequentially as the storm or event needs for personnel and equipment demands it. This call out procedure applies to all School, Municipal roadways and parking lots plowing and sanding operations under the authority of the DPW.

Call Order of Personnel:

A. Highway personnel will be called in first in accordance with practices established within the Department of Public Works. As few as one employee may be called to respond to a snow and ice event. Mechanics may be called as part as part of the step A if more than 3 pieces of equipment are operating.

B. Sanding Contractors may be called as needed.

C. Other non-supervisory DPW employees may be called for sanding operations as needed.

D. All other non-supervisory DPW employees and Recreation Maintenance employees will be called for plowing operations as needed.

Recreation Maintenance employees shall sign up, on a voluntary basis, to be on the DPW Snow & Ice call-in list. Recreation Maintenance employees may be removed from the DPW Snow & Ice call-in list for consecutive non-responses (non-shows) to snow and ice events at the discretion of the DPW Director. Once an employee is removed from the list, he may only be reinstated at the discretion of the DPW Director.

E. Snow Supervisors will be called by seniority as needed. This includes DPW Supervisors (both DPW employees who normally perform supervisory level duties, as defined in article 31 of the DPW bargaining agreement, and BMEA employees who normally perform contract management duties within DPW).

F. Plowing Contractors as needed.

All Personnel and Contractors will be released in reverse order. Prior to the release of the Recreation Workers, the Director of Public Works or his/her designee (Highway supervisor) will check with the Assistant Superintendent of Recreation Maintenance (or highest grade/senior Supervisor Recreation Worker) to make sure that all assignments are completed.

The Director of Public Works or his/her designee (Highway supervisor) will assign work to all Town personnel and contractors at his/her discretion. Work may include main roadways, secondary roadways and/or School and Municipal parking lots. In order to make the operation more efficient the same areas will be assigned to Contractors and Town personnel, including assigning plowing parking lots to the Recreation Division. However, personnel may be reassigned depending on the timing of the event or the operational needs at the sole discretion of the Highway supervisor.

Recreation personnel, through their most senior supervisor, will work under the direction of the Highway supervisor. Start times, breaks and assignments will be assigned by the Recreation Supervisor with the approval of the Highway supervisor. The Recreation Supervisor will coordinate with the Highway supervisor on progress, completion of tasks and quitting time. Performance and progress shall be determined at the sole discretion of the Highway supervisor.

Nothing in the Agreement shall prohibit the Recreation Maintenance Department from conducting its own snow and ice operations of any School, Parks or Municipal properties under the jurisdiction of the Recreation Commissioners at the Recreation Department's expense.

The Emergency Vehicle Technician operates in a supervisory capacity during snow operations and, as time permits, participates in snow plowing operations, with primary responsibility being the Town buildings in the Town Center campus.

ARTICLE 11B

For a thirty-day period, a transferred or temporary employee shall be called after the other employees in that division.

ARTICLE 12 CALL BACK PAY

If an employee who has left his/her place of employment after having completed work on his/her regular shift is called back to work before two (2) hours prior to the beginning of his/her scheduled shift, he/she shall be paid a minimum of four (4) hours at time and one half his/her regular rate of pay. This provision will not be applicable to employees on standby or scheduled overtime.

If an employee has left his/her place of employment after having completed work on his/her regular shift is called back to work within two (2) hours prior to the beginning of his/her scheduled shift, he/she shall be paid four (4) hours on a straight time basis.

Use of a personal beeper, pager or cell phone is permitted when an employee informs the employer of beeper, pager or cell phone number.

ARTICLE 13 REPORTING TIME

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall, unless otherwise scheduled, be assigned to eight (8) hours of work.

When an employee reports for and starts to work as scheduled and is excused by management for non-disciplinary reasons from duty before completing eight (8) hours work, the employee shall be paid at his regular wage rate for eight (8) hours work, but the term "excused" as used herein shall not apply to an employee released on his/her own volition or because of illness.

ARTICLE 14 REST PERIOD

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. Half shift shall be defined as that work period between the starting hour and the beginning of the lunch period, or between the end of the lunch period and the normal end of the shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. Whenever possible, the rest period shall be taken at the work sites.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shifts. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 15 PAID VACATIONS

All employees shall be granted paid vacations in accordance with the following schedule:

<u>Employee employed - Town of Burlington</u>	<u>Vacation Allowance (Annual)</u>	<u>Days Per Month</u>
6 months of employment	One (1) week – 10 days annual equivalent	0.834
Less than five (5) years (one probation ends)	Two (2) weeks = 10 days	0.834
Five (5) years but less than ten (10) years	Three (3) weeks = 15 days	1.250
Ten (10) years but less than fifteen (15) years	Four (4) weeks = 20 days	1.667
Fifteen (15) year or more	Five (5) weeks = 25 days	2.084

Newly hired employees will be given one week of vacation upon the completion of six (6) months of employment and will begin to accrue their vacation leave at the rate above. The employee shall accrue the remaining week of vacation within their initial 12 months of employment.

After each full month of service, eligible employees shall be credited with their monthly accrual shown above. In addition, upon completion of 5, 10 and 15 years of service on his/her anniversary, an employee shall be credited with one additional week (5 days) of vacation accrual. This additional week shall be exempt from the maximum vacation accrual defined below for a six (6) month period beginning the date the employee became eligible for the additional week.

All existing conditions with regards to scheduling carry over and buy back shall remain in place, except that on January 1, 2015 for purposes of carryover employees shall be allowed to maintain up to one and one-half (1.5) times their vacation allowance at all times.

One or two non-scheduled vacation days will be granted to the employee after forty-eight (48) hours' notice by the employee. In an emergency, one or two non-scheduled vacation days will be granted after twenty-four (24) hours' notice or upon notice before the start of the regular work shift.

In no case will an employee be permitted to take vacation until he/she has been on the payroll six (6) months. Vacations will be scheduled by division heads over as wide a period as possible in order to minimize the need for temporary increases in personnel or excessive overtime in his division. The division head will develop a vacation schedule for employees in his division in such form as the Town Administrator may require, and submit said schedule to the Public Works Director not later than May 1st of each year. If there are changes to be made in the schedule, such changes must be given in writing to the Public Works Director not later than Wednesday of the week immediately preceding the week in which the change shall take effect. In scheduling vacations, the division head will take into account the preference of the individual employee insofar as possible.

If a paid holiday, which is observed by the Town on a day which would have been a scheduled work day if the employee had been at work, occurs during the vacation of the employee, he/she shall be granted an additional day of paid vacation time.

If the employment of a person who has become entitled to an annual vacation but has not taken it is terminated by dismissal through no fault or delinquency on his part, by resignation, written notice of which was received by the division head at least two (2) weeks prior thereto, by retirement or by death, he shall be paid for his vacation period. In exceptional cases where circumstances prevent the giving of two (2) weeks' notice, excluding cases where the employee resigns to take other employment, the two (2) week notice requirement may be waived and vacation pay may be allowed by the division head with approval of the Town Administrator. Upon the death of an employee entitled to a vacation allowance, the allowance shall be paid to the persons to whom updated salary is payable.

Upon termination of employment, death or retirement, employees or their estates shall be entitled to the pro-rated portion of their vacation accrual, based on the employee's anniversary date of hire. No current employee shall be negatively impacted by the calculation conversion.

If a former employee of the Town returns to the service of the Town and completes at least five (5) years of continuous full time service following such return, the amount of continuous full time service immediately preceding

the interruption of his/her work for the Town shall be added to the five (5) or more years of current full time service to give total service for computation of vacation and longevity. Service in the Armed Forces shall not be considered an interruption of work for the purpose of computing total service credit, but not for the purpose of computing seniority.

Part-time permanent employees, including employees provisionally appointed to part-time permanent positions subject to Civil Service law, shall be entitled to a paid vacation allowance in the ratio that their regularly scheduled hours of work bear to the regularly scheduled hours of work for full-time employment in their divisions.

ARTICLE 16 **HOLIDAY PAY AND PAID HOLIDAYS**

All regular full-time employees shall receive time off without loss of pay for the following state legal holidays with the exception of the employees of the Water Treatment Plant, whose holidays are addressed within Article 9:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

The Town Clerk shall post the holiday schedule designating the date each holiday shall be observed, at least one year prior to any given holiday. Permanent part-time employees, as defined in Section 1 of the Personnel By-Law, shall be entitled to holiday pay on the basis of the ratio their regularly scheduled hours of work per week bears to full-time hours of work per week regularly scheduled in their division.

Any employee required to work on any of the above days shall be entitled to a minimum of four (4) hours pay at double time.

If any holiday noted herein occurs on a Saturday or a Sunday, the Town Administrator will notify the membership promptly as to when the Town will celebrate said holiday at least 72 hours prior to the honoring of said day.

Whenever the State, through an executive order by the Governor or by a resolution of the Great and General Court, declares a special holiday due to unusual circumstances or events, the Town agrees to compensate the members of this Union for the year this holiday is declared, and will bargain with the Union on subsequent honoring of this day in future year.

The DPW Director may assign administrative leave to certain employees, on a rotating basis, at noontime the day before Christmas and at noon time the days before Thanksgiving and New Year's Day, provided that all divisions remain in operation through the close of the regular workday. In the event that an emergency situation occurs on any of these days, all employees shall be required to remain at work. Water Treatment Operators may be scheduled administrative leave on separates days as to not hinder their operations. The DPW Director may assign leave to only employees who are present during the three days mentioned above. This provision shall not be the subject of a grievance under this agreement.

ARTICLE 17 **LONGEVITY**

All full-time permanent members of the unit initially employed prior to July 1, 1983, shall be compensated for longevity as follows:

<u>Service in the Town of Burlington</u>	
5 years	3% base salary
10 years	6% base salary
15 years	9% base salary
20 years	12% base salary
25 years	15% base salary
30 years	18% base salary

All full-time permanent members of the unit hired after July 1, 1983 shall be compensated for longevity payments as follows:

Service in the Town of Burlington	
5 years	\$570 per year
10 years	\$1,415 per year
15 years	\$2,335 per year
20 years	\$2,905 per year
25 years	\$3,475 per year
30 years	\$4,045 per year

ARTICLE 18 SICK LEAVE

SECTION A: Sick leave shall be granted in accordance with the provisions hereof, without loss of pay, benefits or seniority, to each employee for sickness or injuries sustained by an employee.

At the end of each month every employee of the unit shall be credited with 1 ¼ calendar days of sick leave. Newly hired employees who start work on or before the 20th of the month will accrue full leave hours during the first calendar month of employment. Newly hired employees who start work on or after the 21st of the month begin accruing leave hours at the end of the second calendar month of employment.

Each employee hired prior to July 1, 1983 shall be credited with all sick leave accumulated to that date.

Eligibility for sick leave commences after six (6) months of credited service.

SECTION B: SICK TIME PROCEDURES

Sick time must be used for purposes of an employee's own illness, with the exception that up to three sick days per year may be used for illnesses within the employee's household. The Director or his/her designee may investigate and take appropriate action if he/she suspects that there is abuse of sick leave, which will include counseling regarding sick leave abuse.

Employees shall notify their division head on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated and when they expect to return to work. An employee absent on account of illness or injury shall notify his superior as early as possible before the regular starting time of his/her workday the first day of absence, but in no case later than one (1) hour after the start of shift consistent with the policy of the Department of Public Works. Any employee who is either on extended sick leave or work related injury must communicate weekly with his/her supervisor to update on his/her condition and estimated return to duty date. A doctor's note faxed or mailed to the Town does not satisfy this communication requirement.

Division heads may be responsible to check on all such absences not later than the second day. If a doctor has been called by the employee, the division head may also check with the doctor. A doctor's certificate may be required after the third day, and if deemed in the interest of the Town, the division head and/or the Town Administrator may have an independent doctor make an examination and report, the cost of which the Town shall assume.

This program shall be administered by the Town Administrator who shall interpret the provisions of the program and establish the details of administrative policies and procedures. Division heads and employees shall furnish to the Town Administrator any information, which the Board of Selectmen may request.

Employees on sick leave may not do part-time or full-time work for another employer during that period. Employees who meet eligibility may, at their discretion, partake in an annual Town sponsored sick leave buy-back program. To be eligible an employee must have utilized three (3) or fewer sick days in the preceding calendar year, and must have passed their initial probationary period.

If an employee elects to enter this program he/she must inform the Director of Public Works during the month of January. Any employee who so enrolls in the program will be given up to five (5) full days of pay at his/her normal rate of pay. Said days to be deducted from the normal sick leave accumulation.

SECTION C: EXTENDED SICK LEAVE

In the case of exceptional circumstances, additional allowances may be granted on recommendation of the division head and approval by the Town Administrator. In determining whether such extended allowances shall be granted, the past absences of the employee, the length of continuous service with the Town and quality of the employee's performance and record shall be taken into account. Consideration shall also be given as to what portion of the allowance shall appropriately be at full pay and what portion at part pay. Vacation period shall not be substituted for sick leave except in unusual circumstances and with the prior approval of the Town Administrator.

SECTION D: SICK LEAVE BANK

1. Employees in the bargaining unit who choose to contribute two (2) of their sick leave days upon joining the sick leave bank, and on July 1, one (1) additional sick leave day into the sick leave bank to be administered by a Sick Leave Bank Committee consisting of two (2) members of the bargaining unit and two (2) members designated by Town Management.
2. The following rules and regulations are promulgated for the purpose of administering a sick leave bank for employees who are members of the Union.

There is hereby established a sick leave bank from which employees that have exhausted their sick leave can make application to draw additional sick leave benefits to a maximum of thirty (30) days per fiscal year. Employees may contribute to this bank on a voluntary basis, from their accumulated, unused sick leave credits. Procedures and standards for contribution shall be as follows:

- a. The bank shall be administered by the Director of Public Works.
- b. Each application for sick leave from the bank will be considered separately by the sick leave bank committee. The employee's act of contributing to the bank does not guarantee the right to draw from the bank.
- c. The Sick Leave Bank Committee may require an employee who applies to draw from the bank to provide a medical certificate as to illness. The Sick Leave Bank Committee may re-evaluate each case at one-month intervals and, in that regard, the Sick Leave Bank Committee may require that the employee furnish further medical certification of illness, at no expense to the Town.
- d. The employee, while drawing from the sick leave bank, shall not earn or accumulate sick leave.
- e. The employee who is drawing from the sick leave bank for a period of more than thirty (30) consecutive calendar days shall forfeit a portion of his/her vacation leave. The portion so forfeited shall be determined by dividing the number of calendar days on which the employee is utilizing the bank by 365. Fractions shall be rounded off to the nearest whole day. In the event that said employee shall have then remaining vacation leave, the Sick Leave Bank Committee shall determine how much of the leave will be credited as vacation and how much will be credited to the employee as sick leave.

However, said employee shall be allowed to leave one week of vacation on the books. In the event that the employee shall have exhausted his vacation leave prior to drawing from the bank, adjustments shall be made from the employee's vacation leave for the following calendar year.

- f. In the event that an employee drawing from the bank has accumulated unused vacation leave, which he/she is unable to use during the calendar year due to sick leave status, the unused vacation leave will be credited as sick leave upon return to work in the next calendar year after deduction of vacation leave, as provided in this section.
3. Employees have the **option** of joining the sick leave bank upon completion of their six (6) months probationary period. Employees must notify the Director of Public Works in writing of their intention to join the bank.
4. In the event the number of days remaining in the sick leave bank reaches thirty (30), the Director shall notify the Union of this fact and shall assess each participating employee one (1) additional day of sick leave to be added to the sick leave bank. Any participating employee who does not wish to contribute the additional day shall so notify the Director within (10) days of the posting of the intention to make the assessment. In that event, the employee shall forfeit any further consideration for eligibility to draw from the sick leave bank and shall forfeit the use of days already contributed. The days so forfeited will remain in the bank for use by participating members. Each member will be assessed one (1) day each time additional contributions are needed.
5. Employee entitlement to draw from the sick leave bank shall be determined by the Sick Leave Bank Committee. In the event that the Committee is unable to come to a decision, the Town Administrator will be called upon to

make the final determination. The determination by the Sick Leave Bank Committee shall be based upon, among other considerations, information and data supplied by the Union, information and data supplied by the Town, attendance and performance; provided, however, that an employee must contribute to the bank in order to be eligible to draw from the bank. Upon receipt of an application for use of the bank, the Sick Leave Bank Committee shall notify the Union, who shall supply information and data in writing, as they see fit, within seven (7) days of the notification.

6. If the Sick Leave Bank Committee and/or the Town Administrator reject an employee's application for use of the bank, such rejection shall be in writing and shall state the specific reasons for the rejection. The Town Administrator's determination on the use of sick leave bank time in excess of 30 days will be final and shall not be subject to *Grievance and Arbitration* procedures as established in *Article 5*.
7. The sick leave bank shall not exceed 350 days.

SECTION E: SICK LEAVE BUYBACK

All unused sick leave in each year shall be allowed to accumulate without limit.

Upon death or retirement he/she, or in the event of his/her death, the estate shall receive within thirty (30) days a lump sum payment of 60% of the number of accumulated days at a per diem rate, but in no case will the number of days bought back by the Town exceed seventy-five (75) days. For all employees hired after July 1, 2005, the Town will buy back a maximum of 50 days sick leave. All current employees grandfathered in current buyback limits. To be eligible for this incentive, an employee must provide a minimum of 6 month notification of retirement.

ARTICLE 19 PERSONAL DAYS

Excluding employees in their first year of employment, each employee shall be granted three (3) personal days per fiscal year (July 1st). These personal days are non-cumulative and must be used in the fiscal year they are granted. Employees shall not be reimbursed at termination of employment or retirement for unused personal days. Eligibility for accrual of personal days is subject to employees whose work schedules are 52 weeks per year.

With a 24-hour notice to his/her Division Head, employees may break personal days into $\frac{1}{4}$, $\frac{1}{2}$ day, 2 or 4-hour increments.

New employees hired between January 1 and June 30 receive one (1) personal day on the initial July 1st. New employees hired between July 1 and December 31 receive two (2) personal days on the initial July 1st.

ARTICLE 20 WORKERS' COMPENSATION

Employees who are absent due to occupation injury or illness and who are eligible for Workers' Compensation payment may use accumulated sick leave to supplement such Workers' Compensation payment to the degree that such supplement is necessary to provide the employee with income equivalent to his regular take-home pay. Such supplementary pay is to be made only to the extent that accumulated sick leave is available at the time absence due to such occupational injury or illness commenced.

An employee absent from work on a Workers' Compensation claim shall accrue and receive all benefits normally provided under this Agreement.

ARTICLE 21 BEREAVEMENT LEAVE

In the case of a death in the family as listed below, members of the bargaining unit shall be granted a leave of absence with pay as follows:

Five (5) working days bereavement leave will be given for an employee's spouse, child, stepchild, parents, parent-in-laws, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren.

Three (3) working days bereavement leave will be given for spouse's grandparents, uncles, aunts, nieces or nephews.

One (1) work day bereavement leave will be given for first cousins.

This leave shall be taken within two weeks after the funeral. Due to logistics, this requirement may be waived with authorization of the Director.

In addition, the Director may approve leave up to four (4) working days for the death of a person residing in the same household as the employee. The decision of the Director shall not be subject to challenge under the grievance and arbitration procedures herein.

Upon request, employees shall furnish reasonable proof of the relationship of the deceased.

ARTICLE 22 NO STRIKE CLAUSE

The Union and its members individually and collectively agree that during the term of this Agreement, there shall be no strike, slow down or work stoppage.

In the event of a strike, slow down or work stoppage, the Town agrees that there will be no liability on the part of the Union, provided the Union promptly and publicly disavows such strike, slow down or work stoppage, orders the employees to return to work and attempts to bring about a prompt resumption of normal operation, and provided further that the Union notifies the Town in writing, within forty-eight (48) hours after the commencement of such strike, slow down or work stoppage, what measures it has taken to comply with the provisions of this Article.

ARTICLE 23 MAINTENANCE OF STANDARDS

All benefits presently extended to the employees and those which from time to time may be extended town wide to other employees in the same or similar work classification(s) shall be maintained and granted at the established level.

The Town and the Union agree that when an issue is brought under the provision of a past practice, the Town and Union mutually agree to bargain to impact the issue with the Town Administrator within 45 days.

ARTICLE 24 CLOTHING ALLOWANCE

The Town shall allow each member of the bargaining unit, except Fleet Maintenance employees, an annual clothing and boot allowance per year of the Agreement. The employee may purchase approved work clothes when and where they deem appropriate. The clothing allowance shall be \$660 per year for the duration of the contract.

All payments under this article shall be paid in one lump sum by November 30th of each year. Newly hired employees who start work after the annual clothing allowance payment has been provided to members, who will require official Town of Burlington shirts in the performance of their duties, shall be provided a sufficient amount of seasonally appropriate official shirts/uniforms. This provision shall be at no cost to the employee and is intended to provide new employees with sufficient required apparel until such employee receives their first clothing allowance payment.

Commencing on July 1, 1999, the Town will budget a sum of money to pay for specialized tools or clothing required for the Fire Department Emergency Vehicle Technician and the Mechanics. Request for these items must be approved by Director of Public Works in advance of purchase. Replacement of rain gear to be paid for by the employer when needed. Used rain gear must be presented for proof of need.

Fleet Maintenance Allowances:

A tool allowance for mechanics assigned to the Fleet Maintenance Division will be paid. The tool allowance shall be \$1000.00 per year for the duration of the contract.

In lieu of clothing allowance, the Town will provide uniforms and cleaning service to the Fleet Maintenance Division employees

An annual boot allowance will be paid to mechanics assigned to the Fleet Maintenance. This allowance shall be \$150.00 per year for the duration of the contract.

Fire Department Emergency Vehicle Technician (EVT) Allowances:

A tool allowance for the Fire Department Emergency Vehicle Technician (EVT) will be paid. The tool allowance shall be \$1,000.00 per year for the duration of the contract.

An annual clothing allowance will be paid to the Fire Department Emergency Vehicle Technician (EVT). This allowance shall be \$660.00 per year for the duration of the contract.

An annual boot allowance will be paid to the Fire Department Emergency Vehicle Technician (EVT). This allowance shall be \$150.00 per year for the duration of the contract.

During work time, all Public Works employees must wear official Town of Burlington DPW shirts, as determined by the Public Works Director. During the dates that summer hours are worked shorts may be worn with exceptions related to job duties that are mutually agreed upon by the parties. Shorts to be worn shall be uniform style, design and color as prescribed by the Director. After the implementation of the new design, future changes to the design and color shall be mutually agreed by the Union and the Director.

Employees must report to work neat, clean, and presentable, with identifiable Town of Burlington insignia, as determined by the Director of Public Works.

A Clothing Committee shall be established consisting of two representatives from the DPW and two representatives of the Union. This Committee shall establish clothing specifications, including safety boots and safety regulations regarding shorts.

ARTICLE 25
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.

A delegate or alternate, upon prior request made to the Director of the Department of Public Works or his designate, shall be granted reasonable time off without pay during working hours to attend conventions of the state and national bodies when elected as a delegate of Local 1703 except in emergencies.

A union steward or other representative, upon prior request made to the Director of the Department of Public Works or his designate, shall be granted reasonable time off during working hours to investigate and to settle grievances, but no steward or other representative shall leave his duties without permission.

ARTICLE 26
HEALTH AND WELFARE

During the life of this Agreement, the Town of Burlington shall contribute 70% of the current HMO Plans with a minimum of two (2) HMO Plans being offered and the employee shall contribute 30% of the HMO plans.

During the life of this Agreement, the Town of Burlington shall contribute 50% of the current PPO Plan and the employee shall contribute 50% of the PPO Plan.

During the life of this Agreement, the Town shall offer a Flexible Benefit Plan in accordance with all applicable Federal and Massachusetts Laws and regulations. All administrative costs of this plan shall be paid by the Town of Burlington.

Health Reimbursement Arrangement (HRA) When an employee is enrolled in either the Network Blue New England Deductible Plan or the Harvard Pilgrim Best Buy Deductible Plan, the Town of Burlington will reimburse employees for the first 50% of their deductible. The deductibles for these plans require a \$1,000 per individual and a \$2,000 per family deductible per calendar year.

The parties' Agreement on health insurance and specifically including the 50% HRA agreement, shall be effect from July 1, 2013 through June 30, 2016.

The parties agree that any changes to the above provisions will be bargained in accordance to one of the following three Massachusetts statutes:

- a) M.G.L. c. 150E
- b) M.G.L. c. 32B, § 19
- c) M.G.L. c. 32B, §§ 21-23

ARTICLE 27 SAFETY COMMITTEE

A Safety Committee composed of two representatives of the Union will be appointed. The two representatives will hold periodic meetings with the DPW Director to discuss problems and violations pertaining to safety in the department. If the problems cannot be resolved by both parties, final decision will be rendered by the Town Administrator within a reasonable time limit.

The Director of Public Works shall post the position of Safety Committee Chair on an annual basis, on or about September 1st of each year and shall fill from qualified applicants. All qualified bargaining unit employees, as described in the position description, may apply for this position. In the event that multiple employees are qualified for this position, the Director shall appoint such employees as Co-Chairs. The stipend for the Safety Committee Chair shall be 10% of the employee's base salary, and will be paid on a weekly basis. This stipend shall be considered regular compensation for the purposes of calculating overtime.

The Town and Union agree to encourage the use of seat belts by employees. Employees acknowledge the state laws that require the use of seatbelts for all passengers in Town vehicles and that prohibit smoking in Town vehicles.

ARTICLE 28 EDUCATIONAL INCENTIVE

The Town agrees to reimburse an employee covered by this agreement for tuition and books for all approved educational courses taken by the individual provided such courses are job related and have received the prior written approval of the division head. Furthermore, such reimbursement will be made only upon the submittal by the employee of official transcripts from the school being attended, documenting the successful completion of said course.

Reimbursement request, with supporting documentation must be filed with the Town within two months after completion of said course. Said reimbursement shall be processed and paid to the participating employee within 60 days of submission of required documentation.

In the event the employer shall specifically request an employee or employees to attend an educational or instructive course for the benefit of the Town, a municipal vehicle shall be provided for the duration of said course. If no municipal vehicle is available, usage of private vehicles shall be reimbursed to participating employees at the current municipal rate.

For purposes of this article, the Town agrees to budget this article for \$3,000. Monies requested for educational incentives are subject to budgetary approval of Town Meeting.

ARTICLE 29 MISCELLANEOUS

Bulletin Boards:

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine natures, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards, and any material deemed such by management may be removed from boards.

Severability:

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.

Non-Discrimination:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation or any other classification protected by state or federal law. The Union shall share equally with the Town the responsibility for applying this provision of the Agreement.

Access to Premises:

With management approval and proper notification, the employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO to enter the premises at any time for individual discussion of working conditions with the employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Temporary and Part-time Employees:

All temporary and part-time employees shall be released from their duties before permanent or provisional employees are released. All temporary and part-time employees shall not be called back to work after completion of their normal workday prior to call back of permanent employees.

Special Licenses and Certifications:

Special licenses and certifications required by the Town of Burlington or the Department of Public Works will be reimbursed to the employee. Holders of any license in the chart shown in Appendix C shall receive the corresponding stipend. Maximum license or certification stipend shall be \$800, with the exception of a CDL-A, T-4 (full) and D-3 (full) license which will not be included in the \$800 cap. Said stipend shall be paid on the first pay period in January. The Town will compensate only for the highest paid license held in each category (i.e. an employee holding both a T-2 and T-3 license will only be compensated for the T-3).

An employee holding a T-4 license in full shall receive an annual stipend of \$400 which shall be excluded from the \$800 cap above, but shall be considered the highest license in its category for purposes of compensation.

An employee holding a D-3 license in full shall receive an annual stipend of \$300 which shall be excluded from the \$800 cap above, but shall be considered the highest license in its category for purposes of compensation.

An employee holding a CDL-A license shall receive an annual stipend of \$250 which shall be excluded from the \$800 cap above.

Costs associated with special licenses and certifications required by the employer, including all licenses defined in this article shall be reimbursed to the employee. In the event there are medical costs for required physicals (example: DOT physical) and medical cards not covered under an employee's health insurance plan or through the Town Doctor, employees shall be reimbursed for all out-of-pocket costs to meet these requirements.

If a license lapses and cannot be renewed, the Town will not reimburse the cost to obtain a new license. Employees who are out on workers comp or other medical leave of absence will remain eligible for reimbursement of all costs to obtain a new license.

An employee shall notify their immediate supervisor if a license required for an employee's current position lapses, is revoked, or suspended. Such notification shall be as soon as practicable.

Training Seminars - Water Treatment Plants:

The Union wants in writing all training and seminars or any other type of advancement for either Treatment Plants to be posted for all personnel to read, and to be signed by such personnel who wish to attend. DPW seniority first. All of the above opportunities will be given to all personnel.

Meal Money:

The Town agrees to pay members of this unit \$9.00 for meal money for any work which occurs upon 10 consecutive hours of work.

Family Medical Leave:

An employee who has been employed for twelve (12) consecutive months or who has worked 1250 hours in the last twelve months is entitled to up to a total of twelve weeks of family medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave. The employee should give at least 30 days' notice of the intended date upon which leave will commence and terminate, unless

prevented by an emergency situation from giving that notice. The employee may be requested to provide a written medical certificate, in a timely manner, to document that the employee cannot perform essential job functions or the nature of the family illness. An employee can certify that he/she is needed to care for the family member.

This leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a child or the placement of a foster child or for a serious illness of the employee, his or her spouse, child, including adopted or foster child or parent. Serious illness is defined in accordance with the Family and Medical Leave Act 29 CFR S825.114. When necessary, leave may be consecutive, intermittent, or on a reduced hour schedule.

The Town will continue the employee's health benefits coverage during such leave at the same level of contribution. Seniority will accrue during the term of the leave. An employee taking such leave, is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefit the employee would have accrued had he/she not take the leave.

Notwithstanding the provisions of the FMLA, an employee taking leave to which he/she is entitled under the FMLA may substitute, at the employee's discretion, any paid leave earned under this Agreement for any unpaid FMLA leave taken by the employee, except that an employee may use up to 50% of his or her accumulated sick leave days for the purpose of arranging care for a member of the family suffering from a serious illness. The Leave Year shall be defined as the calendar year beginning January 1st. The Town will abide by the FMLA regulations established by the Department of Labor in all situations not addressed in this article.

Furnishing Copies of Agreement

Within thirty (30) days after Town Meeting votes to fund this Agreement, the Employer shall furnish to every person covered by this Agreement, a copy of the contract reduced to half size. Employees hired after said copies have been furnished shall, upon request, be furnished with a copy of this Agreement.

Employee Reviews

All DPW employee reviews shall be completed and submitted 4 weeks prior to their anniversary date.

Video Surveillance Cameras

The parties agree the installation and implementation of the camera system is not for productivity purposes and will not be utilized to review or monitor productivity. Further, video information shall not be reviewed for disciplinary issues without cause. The Union shall have the right to review camera access logs upon request.

Direct Deposit

Payroll advices shall be distributed electronically, requiring direct deposit. Employees hired prior to July 1, 2019 may opt out of direct deposit.

EVT Vehicle

With the approval of the Town Administrator, employees in the position of Emergency Vehicle Technician may take their Town vehicle home based on the response expectations of the Fire Department, provided that they reside in a town that is contiguous to Burlington. This requirement may be waived by the Town Administrator.

Town Closures:

In cases where the determination to close Town Hall or the Human Services Center during inclement weather or an emergency has been made, employees remain at work under such conditions will be credited with compensatory time off, at straight time for a maximum of eight (8) hours. The amount of compensatory time shall be based on the number of hours either facility or both were closed. Only employees who actually work during the inclement weather or other emergencies will receive the compensatory time. Employees absent due to vacation, sick or other form of leave at the time of the inclement weather or emergency shall not be eligible to receive such compensatory time. In the event an employee has already reached or reaches their maximum accrual based on an occurrence under this provision, the Town shall waive the cap and allow the employee to accrue the additional compensatory time with the expectation that the excess comp time will be used by the end of the fiscal year.

Cyber Security

Union and the Town Administrator will enter into an agreement on a Cyber Security Plan.

ARTICLE 30 **DRUG AND ALCOHOL TESTING POLICY**

All employees covered by this Agreement shall be subject to the Town of Burlington's policy regarding drug and alcohol testing for employees in safety-sensitive positions requiring Commercial Drivers Licenses. (CDL)

Drug and Alcohol Testing Policy for Employees in Safety-Sensitive Positions Requiring Commercial Drivers Licenses (CDL)

POLICY:

The Town of Burlington is committed to ensuring the safety of both the public and its employees. Toward that end, Town employees are required to report to work fit for duty and to refrain from activities, which would impair their ability to perform their duties safely.

Pursuant to the provisions of the *Omnibus Employee Testing Act of 1991*, the Department of Transportation (DOT) has promulgated regulations requiring drug testing for five (5) controlled substances (marijuana, cocaine, opiates, amphetamines, and phencyclidine), as well as breath testing for alcohol, of certain employees.

APPLICABILITY:

This policy applies to all bargaining unit members, excluding clerical employees. These employees include but are not limited to full-time regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the Town and who operate a commercial motor vehicle at the direction of or with the consent of the Town.

PROHIBITED CONDUCT:

1. Reporting for duty or remaining on duty with a breath alcohol content of 0.02 percent or higher.
2. Use of alcohol within the four (4) hours prior to performing a safety-sensitive function like driving.
3. Use of alcohol on the job.
4. Use of alcohol prior to testing or during the eight (8) hours following an accident.
5. Possession of any medication or food containing alcohol while driving a vehicle.
6. Refusal to submit to a required alcohol or controlled substance test, or tampering with samples offered at such a test.
7. Use of controlled substances on duty unless a doctor has prescribed the controlled substance and the doctor has informed the employee that the substance does not adversely affect the employee's ability to operate a vehicle safely.

PROCEDURES FOR ALCOHOL AND DRUG TESTING:

A. Types of tests. The following tests are required:

1. Pre-Placement Testing for Controlled Substances
 - All applicants for employment in covered positions, as well as those covered employees returning from layoff, are subject to screening for use of controlled substances.
 - All applicants who test positive for drugs will not be offered employment with the Town of Burlington.
2. Post-Accident

All covered employees shall be tested after accidents involving safety-sensitive vehicles on a public road (those requiring a Commercial Drivers License) where there has been a citation for a moving traffic violation or there is a fatality, even if the driver is not cited for a moving traffic violation. Test for alcohol use shall be conducted within two (2) hours, but in no case, more than eight (8) hours after the accident, while tests for controlled substances shall be conducted within thirty-two (32) hours of the accident. Employees must refrain from all alcohol and controlled substance use until the test is complete. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make him/herself available for testing. Generally, the employee will be accompanied to/from the testing site by a Town of Burlington employee/supervisor.
3. Reasonable Suspicion

An employee shall be tested when a trained supervisor or manager observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee has engaged in conduct prohibited by this policy. The observation shall be made by the supervisor, proceeding or after the workday, and he/she shall

file a detailed, signed report. The supervisor making the observation shall bring the report to the attention of the Superintendent or Manager of the Division (if applicable) or Recreation Maintenance Director (if applicable) who must concur with the request to have an employee tested before such testing is conducted. Such concurrence shall be in writing. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours after the observation is made. If a test cannot be administered, the driver must be removed from performing safety-sensitive duties for at least twenty-four (24) hours.

4. Random:

Employees shall be tested during the months of October and November in 2013 and 2014 and throughout the calendar year beginning January 1, 2015 for the use of alcohol and controlled substances on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for controlled substances. Each year, the number of random alcohol tests conducted by the Town must equal at least 10% of all the covered employees. Random drug tests conducted by the Town must equal at least 50% of all covered employees.

5. Return to Duty and Follow-Up:

An employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to performing safety-sensitive duties. During the interim period, an employee will be allowed to perform non-safety sensitive work, if available, during the period of testing. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee returns to duty. The Town of Burlington agrees to bear the expense of the six (6) follow-up tests. Follow-up testing may be extended for up to sixty- (60) months following the return to duty.

B. Conducting Tests: Employees shall be compensated for all time spent administering all alcohol and/or controlled substance testing.

1. Alcohol:

Federal regulations require breath testing using evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has prohibited alcohol concentration. A screening test will be conducted first. Any result less than 0.02 alcohol concentration is considered a “negative” test. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed to be a refusal to test.

2. Drugs:

- Drug testing is conducted by analyzing a driver's urine specimen, and must be conducted through a U.S. Department of Health and Human Services (DHHS) certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.
- Federal regulations require a “split specimen” procedure. Each urine specimen is subdivided into two bottles labeled a “primary” and a “split”. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has 72 (seventy-two) hours to request that the split specimen be sent over to another DHHS certified laboratory for analysis. The Town agrees to pay all costs of this procedure.
- Testing is conducted using a two-stage process. First, a screening is performed. If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- All drug tests will be reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

3. Refusal to Participate/Tampering:

- Any refusal to participate in any of the types of alcohol and/or drug tests required under the DOT regulations will be treated as indicative of a positive result.
- If there is any evidence that an employee engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

C. Consequences of Alcohol/Drug Misuse:

1. Drivers who have any alcohol concentration (defined as 0.02 or greater) when tested just before, during or just after performing safety-sensitive functions requiring a Commercial Drivers License must be removed from performing such duties for 24 hours, and will be sent home with pay or assigned suitable non-safety sensitive work if available.
2. Drivers who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol -0.04 or greater- or drug use) must be immediately removed from safety-sensitive functions, must be evaluated by a substance abuse professional and must undergo a treatment program as defined by a substance abuse professional.
3. Drivers who wish to continue employment with the Town of Burlington must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. Employees will be placed on non-occupational sick leave, leave without pay status, or other available leave during the treatment period, whichever is appropriate.
4. Drivers who have been evaluated by a substance abuse professional, who comply with any recommended treatment, who have taken a return to duty test with a result less than 0.02 alcohol concentration and/or a urine drug test which is negative who are then subject to unannounced follow-up tests, may return to work.
5. Drivers who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy may be subject to discipline up to and including termination under the Town's progressive disciplinary procedures. Specifically, the sanctions to be applied for violations of this policy shall be as follows:

ALCOHOL

First Offense: Written Warning.

Second Offense: One (1) day suspension without pay.

Mandatory substance abuse evaluation to be facilitated by the EAP.

Third Offense: Three (3) day suspension without pay.

Mandatory substance abuse evaluation to be facilitated by the EAP.

Fourth Offense: 30 (thirty) day suspension without pay.

Mandatory substance abuse evaluation to be facilitated by the EAP.

Fifth Offense: Termination.

CONTROLLED SUBSTANCES

First Offense: Three (3) day suspension without pay.

Mandatory substance abuse evaluation to be facilitated by the EAP.

Second Offense: 30 (thirty) day suspension without pay.

Mandatory substance abuse evaluation to be facilitated by the EAP.

Third Offense: Termination.

6. Any employee subject to testing shall be compensated for all time spent administering all alcohol and/or controlled substance testing.
7. Discipline resulting from a violation of the alcohol and controlled substances policies shall be progressive and subject to the Grievance and Arbitration Procedures of an employee's respective Collective Bargaining Agreement, if applicable.

D. Information/Training:

1. All current and new employees covered under this policy will receive written information about the testing requirements and how and where they may receive assistance for alcohol and/or drug misuse. All employees must receive a copy of this policy and sign the *Confirmation of Receipt*.
2. All supervisory and management personnel in the Division of Public Works and Recreation Maintenance Department must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

E. Record Keeping:

1. The Town is required to keep detailed records of its alcohol and drug misuse prevention program.
2. Driver alcohol and drug testing records are confidential. Test results and other confidential information shall remain in a medical file separate from the employee's personnel file. Such information may only be released to the employer, the substance abuse professional, the MRO and any arbitrator of a grievance filed in accordance with this policy. Any other release of this information may only be made with the driver's written consent.

F. Pre-Employment References:

1. The Town must obtain and review the following information from each employer that the prospective driver worked for, in a safety-sensitive position, during the previous two years: Information about a test in which the employee's blood-alcohol level was 0.04 or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and drug testing program.
2. The prospective employee must provide the former employer with a written release allowing the release of this information or he/she may not be hired.
3. If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has consulted with a substance abuse professional, received recommended treatment and tested negative in a return-to-duty test.
4. The Town of Burlington must provide the same information to subsequent employers of current Town employees when provided with a written release.

Employee Confirmation of Receipt

I hereby certify that I was given a copy of the Town of Burlington's Drug and Alcohol Testing Policy, and have been given an opportunity to ask questions of my supervisors about the content of policy.

Employee's Name: _____

Division: _____

Employee's Signature: _____

Date: _____

**ARTICLE 31
TEMPORARY ASSIGNMENT**

A temporary vacancy shall be defined as a supervisory position that knowingly will be vacant for more than 72 hours; however, this does not include sick time of less than 5 days.

A supervisory position shall be defined as division head, Superintendent, Lead Foreman and Foreman, Fire Department Emergency Vehicle Technician, Master Mechanic and Chief Operator/Chemist.

An employee covered by this Agreement shall be specifically assigned in writing by the Director of Public Works to perform the duties of a position for which higher compensation is paid than such employees regular compensation shall, after performing such duties for eleven (11) consecutive working days, receive the compensation of the higher paying position commencing on the sixth (6) day of actual service in the position.

**ARTICLE 32
RELIEF PERIOD**

Section 1 An employee may not work more than eighteen (18) consecutive hours. In the event an employee is required to work beyond eighteen (18) hours, he/she will be required to take an eight (8) hour relief period for each 18 hours worked.

Section 2 When an employee is required to return to work directly following the eight (8) hour period, he/she will be compensated at his/her straight time rate of pay for the eight (8) hour relief period provided he/she returns. If under the conditions prevailing in Section 1 or 2 of this Article, an employee requested to cease work after 1:00 PM, he/she will be paid at his/her regular rate of pay through the end of his/her regular work shift on that day.

Section 3 In order to ensure the maximum number of employees available, the Town reserves the right to stagger the relief periods beginning prior to an employee reaching the eighteen (18) hours work period.

ARTICLE 33
PROBATIONARY PERIOD/JUST CAUSE

No employee who has completed six (6) months of service shall be disciplined, suspended, or discharged except for just cause.

The Town of Burlington agrees to apply the concept of progressive discipline in all but the most serious cases.

ARTICLE 34
CLASSIFICATION AND COMPENSATION PLAN

This Agreement shall include as Appendix A hereof the Classification and Compensation Schedule.

Effective July 1, 2004 employees who transfer to alternate positions in the bargaining unit that are a lower Group than their current pay classification shall have their pay status changed to the closest step in the new Group to their current rate of pay. If their current rate of pay is higher than the highest step in the Group they are transferring to, their pay shall be reduced accordingly. Redlining will no longer be allowed, with the exception of mutual agreement between the Town and the Union in the instance of job elimination through no fault of the affected employee.

ARTICLE 35
DURATION

This agreement shall take effect July 1, 2025 and shall remain in full force and effect until June 30, 2028. In the event that a successor Agreement is not reached by June 30, 2028, this current agreement shall remain in effect.

Dated this 14th day of July 2025 at Burlington, Massachusetts.

Select Board of the Town of Burlington
acting as Department of Public Works:

Murphy
Dr. Zos
Mark C. C.
Pat Duran
Joan Faust

John Danizio
John Danizio, Town Administrator

Joanne M. Faust
Joanne M. Faust, Human Resources Director

Representatives of American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1703 (DPW)

Pat Duran
Pat Duran, Chapter Chair, DPW Union

Sean McCrea
Sean McCrea, Staff Representative, AFSCME

APPENDIX A
CLASSIFICATION PLAN
July 1, 2025

GROUP 96

Superintendent of Facilities & Cemeteries

GROUP 94

Superintendent Highway Division
Superintendent Water & Sewer Utilities Division
Superintendent Fleet Maintenance³

GROUP 93

Chief Operator/Chemist
Lead Foreman -Facilities & Cemeteries

GROUP 92

Lead Foreman - Highway Division
Lead Foreman - Water & Sewer Utilities Division
Emergency Vehicle Technician

GROUP 91

Master Mechanic
Working Foreman/Laborer

GROUP 90

GROUP 88

Treatment Plant Operator
Senior Building Maintenance Craftsman/Laborer

GROUP 87

Building Maintenance Craftsman/Laborer
Time Keeper/Record Keeper

GROUP 86

Pumping Station Operator
Special Heavy Equipment Operator/Laborer
Mechanic
Water System Maintenance Craftsman
Water Meter Reader/Backflow Technician

GROUP 85

GROUP 83

Watchman/Public Works Laborer

GROUP 82

Maintenance Craftsman
Heavy Motor Equipment Operator/Laborer

GROUP 81

Laborer

³ Effective January 2014. Previously classified within Group 93

APPENDIX B **COMPENSATION**

The base wages of every position covered by this Agreement shall be raised by the following increments during the term of this contract:

July 1, 2025 3.5 %

July 1, 2026 3.5%

July 1, 2027 3.5%

Neither overtime pay nor any other supplement to base pay shall be considered in determining any increase granted under the terms of this appendix.

The attached Classification and Compensation Plans are herein made a part of this negotiated Agreement.

Employees who have been hired into the DPW as of December 31, 2018 shall continue to advance to the next step within their grade on an annual basis; and upon promotion to a new position these members shall receive their initial step upon completion of a 6-month probation and annually thereafter.

Employees who are hired into the DPW after December 31, 2018 shall receive their first step increase one (1) year after appointment and annually thereafter.

The initial placement of new hires shall be no greater than Step 3 provided they are not placed on a step greater than any employee in the same classification unless all employees in the classification are adjusted to the same rate as the newly hired employee. The Town has a right to discuss with the Union a starting salary above Step 3, such a change will be by mutual agreement.

Public Works Employee Pay Scale

FY2026 - Effective 7/1/2025 thru 6/30/2026									
Grade	1	2	3	4	5	6	7	8	9
96	\$43.75	\$45.72	\$47.78	\$49.93	\$52.17	\$54.52	\$56.98	\$59.54	\$62.22
95	\$42.60	\$44.51	\$46.52	\$48.61	\$50.80	\$53.08	\$55.47	\$57.97	\$60.58
94	\$41.43	\$43.29	\$45.24	\$47.28	\$49.40	\$51.63	\$53.95	\$56.38	\$58.91
93	\$38.85	\$40.60	\$42.42	\$44.33	\$46.33	\$48.41	\$50.59	\$52.87	\$55.25
92	\$37.81	\$39.52	\$41.29	\$43.15	\$45.09	\$47.12	\$49.24	\$51.46	\$53.78
91	\$36.19	\$37.82	\$39.52	\$41.30	\$43.16	\$45.10	\$47.13	\$49.25	\$51.47
90	\$35.60	\$37.20	\$38.88	\$40.63	\$42.46	\$44.37	\$46.36	\$48.45	\$50.63
89	\$34.56	\$36.11	\$37.74	\$39.43	\$41.21	\$43.06	\$45.00	\$47.03	\$49.14
88	\$33.41	\$34.92	\$36.49	\$38.13	\$39.84	\$41.64	\$43.51	\$45.47	\$47.51
87	\$32.08	\$33.52	\$35.03	\$36.61	\$38.25	\$39.97	\$41.77	\$43.65	\$45.62
86	\$30.82	\$32.21	\$33.66	\$35.17	\$36.75	\$38.41	\$40.14	\$41.94	\$43.83
85	\$29.64	\$30.98	\$32.37	\$33.83	\$35.35	\$36.94	\$38.60	\$40.34	\$42.15
84	\$28.53	\$29.81	\$31.16	\$32.56	\$34.02	\$35.55	\$37.15	\$38.83	\$40.57
83	\$27.41	\$28.64	\$29.93	\$31.28	\$32.68	\$34.15	\$35.69	\$37.30	\$38.98
82	\$26.37	\$27.56	\$28.80	\$30.10	\$31.45	\$32.87	\$34.35	\$35.89	\$37.51
81	\$25.42	\$26.56	\$27.76	\$29.01	\$30.31	\$31.67	\$33.10	\$34.59	\$36.15

Public Works Employee Pay Scale

FY2027 - Effective 7/1/2026 thru 6/30/2027									
Grade	1	2	3	4	5	6	7	8	9
96	\$45.28	\$47.32	\$49.45	\$51.68	\$54.00	\$56.43	\$58.97	\$61.62	\$64.40
95	\$44.09	\$46.07	\$48.14	\$50.31	\$52.57	\$54.94	\$57.41	\$60.00	\$62.70
94	\$42.88	\$44.81	\$46.82	\$48.93	\$51.13	\$53.43	\$55.84	\$58.35	\$60.98
93	\$40.21	\$42.02	\$43.91	\$45.88	\$47.95	\$50.11	\$52.36	\$54.72	\$57.18
92	\$39.14	\$40.90	\$42.74	\$44.66	\$46.67	\$48.77	\$50.97	\$53.26	\$55.66
91	\$37.46	\$39.14	\$40.90	\$42.75	\$44.67	\$46.68	\$48.78	\$50.97	\$53.27
90	\$36.85	\$38.51	\$40.24	\$42.05	\$43.94	\$45.92	\$47.99	\$50.14	\$52.40
89	\$35.77	\$37.38	\$39.06	\$40.82	\$42.65	\$44.57	\$46.58	\$48.67	\$50.86
88	\$34.58	\$36.14	\$37.76	\$39.46	\$41.24	\$43.09	\$45.03	\$47.06	\$49.18
87	\$33.20	\$34.69	\$36.26	\$37.89	\$39.59	\$41.37	\$43.23	\$45.18	\$47.21
86	\$31.90	\$33.34	\$34.84	\$36.40	\$38.04	\$39.75	\$41.54	\$43.41	\$45.36
85	\$30.68	\$32.06	\$33.50	\$35.01	\$36.59	\$38.23	\$39.95	\$41.75	\$43.63
84	\$29.53	\$30.86	\$32.25	\$33.70	\$35.21	\$36.80	\$38.45	\$40.18	\$41.99
83	\$28.37	\$29.64	\$30.98	\$32.37	\$33.83	\$35.35	\$36.94	\$38.60	\$40.34
82	\$27.30	\$28.52	\$29.81	\$31.15	\$32.55	\$34.02	\$35.55	\$37.15	\$38.82
81	\$26.31	\$27.49	\$28.73	\$30.02	\$31.37	\$32.78	\$34.26	\$35.80	\$37.41

Public Works Employee Pay Scale

Grade	1	2	3	4	5	6	7	8	9
96	\$46.87	\$48.98	\$51.18	\$53.48	\$55.89	\$58.41	\$61.03	\$63.78	\$66.65
95	\$45.63	\$47.68	\$49.83	\$52.07	\$54.41	\$56.86	\$59.42	\$62.10	\$64.89
94	\$44.38	\$46.38	\$48.46	\$50.64	\$52.92	\$55.30	\$57.79	\$60.39	\$63.11
93	\$41.62	\$43.49	\$45.45	\$47.49	\$49.63	\$51.86	\$54.19	\$56.63	\$59.18
92	\$40.51	\$42.33	\$44.24	\$46.23	\$48.31	\$50.48	\$52.75	\$55.13	\$57.61
91	\$38.77	\$40.51	\$42.34	\$44.24	\$46.23	\$48.31	\$50.49	\$52.76	\$55.13
90	\$38.14	\$39.85	\$41.65	\$43.52	\$45.48	\$47.53	\$49.67	\$51.90	\$54.24
89	\$37.02	\$38.68	\$40.42	\$42.24	\$44.14	\$46.13	\$48.21	\$50.38	\$52.64
88	\$35.79	\$37.40	\$39.08	\$40.84	\$42.68	\$44.60	\$46.61	\$48.71	\$50.90
87	\$34.36	\$35.91	\$37.52	\$39.21	\$40.98	\$42.82	\$44.75	\$46.76	\$48.87
86	\$33.02	\$34.50	\$36.05	\$37.68	\$39.37	\$41.14	\$43.00	\$44.93	\$46.95
85	\$31.75	\$33.18	\$34.68	\$36.24	\$37.87	\$39.57	\$41.35	\$43.21	\$45.16
84	\$30.56	\$31.94	\$33.38	\$34.88	\$36.45	\$38.09	\$39.80	\$41.59	\$43.46
83	\$29.36	\$30.68	\$32.06	\$33.50	\$35.01	\$36.59	\$38.23	\$39.95	\$41.75
82	\$28.25	\$29.52	\$30.85	\$32.24	\$33.69	\$35.21	\$36.79	\$38.45	\$40.18
81	\$27.23	\$28.45	\$29.73	\$31.07	\$32.47	\$33.93	\$35.46	\$37.05	\$38.72

APPENDIX C
STIPENDS FOR LICENSES & CERTIFICATIONS

		Maximum annual stipend of \$800 for all licenses below				Excluded from \$800 cap, and considered the highest license in the category			
		\$25	\$50	\$75	\$100	\$150	\$250	\$300	\$400
						CDL-B or C	CDL-A		
CDL									
Tanker		X							
Hoisting - 1	1C		1B		1A				
Hoisting - 2	2C		2B		2A				
Hoisting - 4		4B, 4C, 4D, 4E, 4F, or 4G (\$50 for one, \$75 for 2+)		4A					
Water Treatment						T-3 (in training) *	T-3 (full) or T-4 (in training)		T-4 (full)
Water Distribution						D-1 or 2 (in training) *	D-2 (full) or D-3 or 4 (in training)		D-3 (full)
Backflow Inspector							X		
Backflow Surveyor							X		
ASE Certificate							X		
Construction Supervisor							X		
License, Unrestricted									
Electrician						J Journeyman	Masters		
Plumber						J Journeyman	Masters	X	
EVT **									
Certified Air Mask Repair ***								X	

* Employees holding a Treatment or Distribution License-In-Training as of 7/1/2016 shall receive \$150 annual stipend

** Only available for the Fire Department Emergency Vehicle Technician

APPENDIX D
AUTHORIZATION FOR PAYROLL DEDUCTION

**AFSCME
STRONG**

AFSCME Council 93

**■ Yes! I am AFSCME Strong.
I want a strong voice at work and in my community**

Yes, sign me up to:

- Talk to colleagues at work about AFSCME**
- Make phone calls to AFSCME members for campaigns**
- Knock AFSCME member doors during campaigns**

Membership Application

**American Federation of State, County and Municipal Employees
Membership and Authorization for Dues Deduction**

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assigns to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

**Contribution
Form**

AFSCME PEOPLE
Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Deduction Per Pay Period

\$5 \$10 \$15

Other \$ _____ each pp

Circle jacket size:
S M L XL 2XL Other _____

For Office Use Only

JACKET RECEIVED

Signature _____ Date _____

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Re-commit

Local Number _____ Employer _____

Last Name _____ First Name _____ M.I. _____

Street Address _____ Apt. No. _____

City _____ State _____ ZIP Code _____

SSN (last four digits) _____ Employee ID # _____ Job Title _____

Cell Phone _____ Personal E-mail Address _____

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature _____ Date _____

PLEASE PRINT LEGIBLY.

Last Name _____ First Name _____ M.I. _____

Street Address _____ Apt. No. _____

City _____ State _____ ZIP Code _____

SSN (last four digits) _____ Employee ID # _____ Occupation _____

Local Number _____ Employer _____

Cell Phone _____ Home Phone _____

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address _____

