

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

TOWN OF FAIRHAVEN

and

TEAMSTERS UNION - LOCAL 59

Affiliated with the I. of T.

27 South Sixth Street, New Bedford, Massachusetts 02740

covering

WATER DEPARTMENT EMPLOYEES

JULY 1, 2022 TO JUNE 30, 2025

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## AGREEMENT

This agreement entered into by and between the TOWN OF FAIRHAVEN, MASSACHUSETTS, hereinafter referred to as the "EMPLOYER", and the TEAMSTERS UNION LOCAL 59, AFFILIATED WITH THE I. B. OF T., 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 employment.

### ARTICLE 1 - UNION RECOGNITION

- (a) This Agreement relates to and covers all employees of the Water Division excluding the Superintendent, clerical employees and all other TOWN employees.
- (b) The EMPLOYER recognizes the UNION as the sole and exclusive representative for all of its present and future employees covered by this Agreement, now engaged or that may be hereinafter engaged, governing hours of labor, wages, rates of pay and other conditions of employment.
- (c) The EMPLOYER shall not enter into any Agreement or contract with its employees, individually or collectively or with any officer or representative of the UNION, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or contract shall be null and void.
- (d) Organizational Activities: Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, employees shall have, and be protected in the exercise of, the rights, freely and without fear of penalty or reprisal; to form, join or assist employee organizations; to act in the capacity of UNION representative; to engage in other lawful UNION and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities. In the exercise of such rights, the

employees shall be free from any and all interference, restraint or coercion and from any discrimination in regard to tenure, promotion, or other conditions of employment. The UNION agrees that it shall represent the interest of all employees without discrimination and without regard to whether or not an employee is a member of the UNION.

(e) Union Membership: The EMPLOYER will advise the UNION in writing of the name, address, classification and department of each new employee on or after the thirty-first (31st) day of employment. The EMPLOYER recognizes the right of any employee to become a member of the UNION or refrain from becoming a member of the UNION and will not discourage or encourage or discriminate or in any other way interfere with the right of any employee to become and remain a member of the UNION or refrain from becoming a member of the UNION.

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

**ARTICLE 2 - STEWARD: APOINTMENTS AND DUTIES**

(a) The Town recognizes the right of the UNION to have a Shop Steward who will represent the employees covered by this Agreement and the UNION agrees to keep the TOWN currently informed as to the identity of the Shop Steward.

(b) The authority of the Shop Steward so elected by the employees or appointed by the UNION, shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided, such messages and information:
  - (a) have been reduced to writing; and
  - (b) are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the EMPLOYER'S business.

### **ARTICLE 3 - LEAVE OF ABSENCE**

- (a) Leave of Absence without pay will be granted upon written request at the discretion of the TOWN as has been past practice.
- (b) The Town is required to comply with all State and Federal Laws pertaining to the issues of the Family Medical Leave Act. A maximum of five (5) accrued sick days in any one year for attending to minor, routine illnesses in the immediate family may be used as sick leave. In addition, if an employee applies for leave under the Family Medical Leave Act, then the employee may use up to ten (10) accrued sick days and other accrued leave for paid leave.

### **ARTICLE 4 - HOURS OF WORK**

- (a) Forty (40) hours shall constitute a normal weeks' work consisting of five (5) consecutive eight (8) hour days, Monday through Friday, 8:00 a.m. to 4:30 p.m.
- (b) All hours in excess of eight (8) hours in any work day or forty (40) hours in a week, shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate of

pay. Employees will work overtime when required as long as reasonable notice is given when possible. Employees holding a valid water license working in excess of twelve (12) consecutive hours in any work day shall be paid at two (2) times the straight time hourly rate of pay from the twelfth (12th) hour on. This does not include any hours worked during snow removal operations. However, this would be applicable during occasions when more than twelve (12) consecutive hours were worked conducting a combination of snow removal and water related tasks. A shift can continue at time and one half depending on work schedule. Management reserves the right to send an employee home with an excused sick day that will not count against the bonus.

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

(d) Overtime assignments shall be made from a list of all regular employees with names listed in order of seniority headed by the most senior man. The list will be prepared weekly and overtime will be assigned to the qualified employee at the head of the list for that week. At the end of the week, the employee's name will drop to the bottom of the list and next week's overtime assignments will go to the employee heading the list. In case an employee fails to accept an overtime assignment or is not available when called for such assignment that particular overtime will be assigned to the employee next on the list. Employee is not obligated to remain available or accept all overtime assignment during the week his name heads the list. The weekly list shall not apply to weekend overtime coverage which must be performed by qualified employees.

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

(e) Lunch Period: Lunch period shall continue as it has in the past. Namely, all employees shall be granted a meal period of one-half hour duration during the fourth or fifth hour of the work shift, otherwise employees will be paid for the lunch period and, if work conditions permit, be granted a fifteen-minute rest period at sometime during the remainder of the work period.



Employees who are required to work during emergencies which last one and one-half hours or more beyond their usual shift shall be granted a reasonable time off not to exceed a half (1/2) hour to eat with pay, if work conditions permit. If work conditions are such that a meal break is not possible, employees shall be paid an additional one half (1/2) hour of overtime to compensate them for the lost break.

The meal period will begin at the end of a 5 minute clean up period and will not exceed one-half (1/2) hour from start to finish, including within the 30 minutes any time for employees leaving the job site to travel to locations for meals. Meal breaks commence at the time the employee leaves the job site, or, if remaining at the job site, when the employee stops their assigned tasks. For employees leaving the job site, meal breaks end when the employee returns to the job site, after 30 minutes. If remaining on site, meal breaks end when the employee commences their assigned task again, after 30 minutes. Time cards will be docked one-half (1/2) hour without employees punching out.

Use of a Town vehicle is permitted, providing:

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

Employees may leave the job site by other means, providing they leave and return during the one-half hour meal period allowed. In the case where a crew of three or more are working at the same job site or office location, an employee may be dispatched on a run to pick up food for the employees, providing they leave and return in less than 15 minutes. Meal break then will commence at the time of return of this employee, to end within 30 minutes of the employee's

return. The start and end may be required to be radioed in to the office at the superintendent's discretion, and the Town reserves the right to utilize other communications and other methods to enforce adherence to lunch and other break periods and reporting times.

(f) Rest Periods: Employees shall be allowed a fifteen (15) minute rest period (coffee break) during each one-half shift. The fifteen (15) minute period will start when the men leave the job and terminate when they return to the job with the following exception. In the case where a crew of three or more are working at the same job site, if a truck driver may be dispatched on a run away from the job site to the closest location for coffee immediately prior to the rest period, and his and the crew's rest period shall start when he returns to the job site and end fifteen (15) minutes thereafter. All personnel and vehicles, whether three (3) or less, will obtain their coffee, etc. and return to the work site immediately. There will be no congregating of BPW vehicles at the coffee establishment. Other than the exception above regarding the dispatching of one driver to pick up coffee for a crew of three (3) or more, the time commuting from job sites by all others to pick up the coffee, etc. is included in the 15-minute break period. Use of Town vehicles for rest periods will comply with the restrictions and conditions under the lunch period.

(g) Emergencies: Employees refusing to work during emergencies, including but not limited to snowstorms, hurricanes, earthquakes, floods, blizzards, severe rainstorms, and all events which threaten the water supply and distribution system, and other situations of an emergency nature as determined by the Water Superintendent or the Board of Public Works will be subject to dismissal after appropriate hearings.

Sickness will not be considered to be a valid reason for refusing to work unless the Employee is checked by a doctor and presents a note from the doctor verifying that the Employee is unfit for any work-related duty is reason of sickness.

(h) Reporting at the End of the Day

Employees will work until 4:25 and punch out at 4:30 following the 5-minute cleanup period.

There will be no gathering, playing cards, etc. It is understood certain vehicle and jobs will require an earlier return due to the specific job performed. Each supervisor will set a target return time for the day, on the trip ticket, through verbal orders or other means. Exceptions may be made to the return time by the supervisor. Employees who have finished fueling, cleaning and putting away their vehicle, etc., prior to 4:25 are expected to continue to work as directed by their superintendent.

#### **ARTICLE 5 - SENIORITY**

Section 1. There shall be a dual seniority system, Division Seniority, (Water, Highway, Sewer, and Park Division) and Department Seniority. Department Seniority shall begin when an employee was or shall first be employed by the Public Works Department, except that where an employee has been dismissed and rehired or has voluntarily left the employ of the TOWN and has been rehired, seniority shall begin when such employee was last hired.

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

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

Section 3. The TOWN shall have the right in its discretion to employ emergency or temporary personnel and seniority shall not apply to such temporary or emergency personnel.

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

#### **ARTICLE 6 - MILITARY CLAUSE**

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

#### **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

Step 1. The UNION submits in writing its grievance to the Water Division Superintendent within five (5) days after the grievance arises. The Water Division Superintendent has three (3) days (exclusive of Saturdays, Sundays and Holidays) to act upon

the same. In the event that the aggrieved party is unable by reason of physical or mental capacity to file the grievance within said time, then he is entitled to file within five (5) days after the removal of the disability.

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

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

Step 4. In the event of failure of the parties to settle the grievance under Step 1, and Step 2, either party may request mediation by the American Arbitration Association ("AAA") which may meet with the parties to attempt to settle the grievance. Notice to the other party and the AAA to be within ten (10) days of action taken under Step 2.

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

- (a) The UNION shall designate one person.
- (b) The TOWN shall designate one person.
- (c) A third disinterested party will be designated and agreed upon by representatives of the TOWN and the UNION.
- (d) In the event that the representatives from the UNION and the TOWN cannot agree on a third arbitrator within ten (10) days, then the parties agree to request the American Arbitration Association to select an arbitrator from the panel maintained by AAA and the decision of these arbitrators shall be final and binding.

- (e) Cost of arbitration including fees of arbitrators cost of record and incidental expenses shall be bourn equally by the parties. Each party shall be responsible for all costs of preparation, presentation and appeal, if any, of its own case.

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

Step 6. Any grievance not processed by the UNION through Steps 1-3 above shall be waived.

- (b) Grievance Procedure, Notification: The above steps that require written notification will be by U.S. Certified Mail. Notice to the Water Division Superintendent and Union Steward will constitute notice to the parties respectively.
- (c) No Strike Clause: It shall be a violation of this Agreement for any employee to engage in, induce, or encourage any strike, work stoppage, slowing down or withholding of services as provided by General Laws Chapter 150E Section 9A.
- (d) Function of the Arbitrator: The Arbitrator shall be without power or authorities to alter, amend, add to, and/or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law.

**ARTICLE 8 - GRIEVANCE PROCEDURE DISCIPLINARY ACTION**

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

### **ARTICLE 9 - CIVIL SERVICE**

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

### **ARTICLE 10-CHECK OFF OF UNION DUES**

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

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

### **UMBERTO "BATTLE" CRUZ & ASELINO P. FREITAS SCHOLARSHIP FUND**

The Employer shall deduct from the Employees salary the sum of one (.01) cent per hour for each hour for which an Employee receives pay up to a maximum of forty (.40) cents per week for any one Employee, and the Employer shall submit to the Secretary-Treasurer the amount of contributions deducted from the salaries of the Employees on a monthly basis.

### **ARTICLE 11 - ACCESS TO PREMISES**

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

### **ARTICLE 12 - GROUP INSURANCE PLAN**

The EMPLOYER will continue for the duration of this Agreement to provide a group insurance plan on substantially the same basis as at present. The EMPLOYER will not itself



operate the plan, but the insurance company or companies will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. The premiums for such plan shall continue to be shared between the TOWN (EMPLOYER) and the EMPLOYEE, 60% paid by the EMPLOYER and 40% paid by the EMPLOYEE. Any claim or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedures herein.

**ARTICLE 13 - HOLIDAYS**

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

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Patriot's Day	Columbus Day	Christmas Day
		Juneteenth

Part day prior to, Christmas, New Years and Good Friday starting at 12:00 noon, with no time off for lunch. On these days employees shall be excused from all duty not required to maintain essential Town services. Payment under the provisions of this section shall be made provided the eligible employee shall have worked his last regularly scheduled working day prior to and his next regularly scheduled working day following such holidays in accordance with other provisions of this Agreement. Whenever one of the full holidays set forth falls on a Sunday, the following day shall be a legal holiday. In the event any one of said full holidays falls on a Saturday, either the preceding Friday or the following Monday shall, at the option of the TOWN, be a paid holiday. When Christmas and New Years are on a Thursday, Friday will be a full day off. When Christmas and New Year's fall on a Tuesday, the Monday before would also be a full day off.

(b) Any employee covered by this Agreement that is required to work on a full holiday shall receive in addition to the regular holiday pay an amount equal to time and one-half (1 ½) his regular rate of pay but in no event be less than amount equal to three (3) hours work at the above rate. Any employee called to work on a full holiday shall remain on call for the full three hours without additional pay but need not remain on the job during the entire period unless there is actual work to be performed.

NOTE: On Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas and New Years, all hours worked will be paid at double time provided the employee has worked the entire shift or to the completion of the emergency work. If the employee is unable to work the entire shift they will be compensated at time and one-half (1 ½) for the hours worked. This section shall not affect the present language in Article 27.

(c) If during the term of this Agreement the TOWN adopts a by-law providing any additional paid holidays or holidays for its employees, such holiday or holidays will be paid holidays under this Agreement.

(d) If a paid holiday falls during the work week, the overtime premium of time and one-half (1 ½) will apply to all hours worked in excess of thirty-two (32).

(e) If conditions are such as to require any employee to work during any part holiday referred to above, he shall be given compensatory time off for such time worked. The provisions covering work on regular holidays shall not apply.

#### **ARTICLE 14 - VACATIONS**

(a) Vacations

<u>Time Employed</u>	<u>Length of Vacation</u>
After 1 year	Two weeks
After 5 years	Three weeks
After 10 years	Four weeks
After 15 years	Five weeks

1. One of the employee's vacation weeks will be allowed to correspond with another employee's vacation, with the consent of the BPW and the Water Superintendent.

2. Employees can split five (5) days vacation. Employee may take a minimum of two (2) consecutive days off during any week and three (3) consecutive days off during any week or visa-versa with a minimum of two (2) weeks notice and approval of the Water Superintendent. No one shall be allowed to use these split days of vacation time when another water department employee has schedule vacation for the same time period.

An employee may choose one of the following schedules as an alternate to the previous paragraph: TENTATIVE; 1-1-3 or 1-4 days. Employee must notify the Water Superintendent in May of the prior fiscal year when choosing their vacation schedule for the following fiscal year, (if he/she wishes to choose this option).

(b) Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in the vacation year during which the employees died up to the time of his separation from the payroll.

(c) Employees who are eligible for vacations under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance earned, and not granted, in the vacation year during which dismissal, retirement, or entrances into the Armed Forces, accrued up to the time of the employee's separation from the payroll.

(d) An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, Friday or Saturday.

(e) Vacation allowances provided under the terms of this section shall not be permitted to accumulate and shall be granted by the department head at such time as in his opinion will cause the least interference with the performance of the regular work of the TOWN.

(f) Vacation sheets are to be filled out in May by all department employees and all vacation days are to be used during the fiscal year unless directed in writing by the Board of Public Works to compensate or roll over unused days.

(g) No employee shall have schedule vacation during the water meter reading periods in the months of March and September.

#### **ARTICLE 15 - PENSION FUND**

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

#### **ARTICLE 16 - WAGES**

(a) Wages for this contract for FY23 to FY25<sup>12/13</sup> will be according to "Schedule 'A' Wages" a copy of which is attached and made a part hereof. Compensation levels on jobs within the Water Division are as set out in "Schedule 'B' Compensation Levels", a copy of which is attached and made a part hereof.

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

On July 1, 2022, A temporary/phantom 8<sup>th</sup> step shall be created reflecting a 3% increase from step 7. No employee shall be eligible to rise to this temporary/phantom 8<sup>th</sup> step. As of July 1, 2022, the bottom step (step 1) shall be deleted/dropped, and the remaining steps shall be renumbered so as to reflect seven (7) total steps (i.e. old step 2 shall become New Step 1, old step 3 shall become New Step 2, and so forth until the temporary 8<sup>th</sup> step becomes New Step 7). Employees that were in Step 1 on June 30, 2022, shall be retroactively placed in New Step 1 on July 1, 2022. Retroactively to July 1, 2022, all other employees shall be placed and paid at one (1) step lower than the step that they held on June 30, 2022, in order to reflect the New Step shift. All employees shall rise to the next step in the wage chart upon their employment anniversary with the Town.

For example: an employee with an anniversary of December 15 and who was on Step 5 on June 30, 2022, shall be retroactively placed onto New Step 4 as of July 1, 2022, and paid

accordingly. On December 15, 2022, said employee shall then be placed into the New Step 5 and be paid accordingly. This reduction in step number shall not result in a loss of remuneration to any employee as the New Step is at the same rate of pay as the previous higher step with the addition of the corresponding COLA increase detailed above (i.e. New Step 4 as of July 1, 2022 is the same rate of pay of old step 5 as of June 30, 2021 with the corresponding 2.5% COLA increase).

(b) In addition to the foregoing, employees obtaining or holding Certification for Distribution or Water Treatment shall be paid a stipend per year for each grade as follows:

DISTRIBUTION

Grade 1	\$450.00
Grade 2	\$650.00
Grade 3	\$850.00

WATER TREATMENT

Grade 1	\$300.00
Grade 2	\$500.00
Grade 3	\$700.00

Payment shall be made in July of each year.

If in the future, another department within the BPW receives an increase during the life of the contract, the BPW will issue the same increase to the Water Department.

- (c) The Town shall pay the difference in Massachusetts Drivers License as follows: from Class B to Class C and any required endorsements.
- (d) Employee who has been promoted shall receive a minimum .30 cent per hour increase when an employee has been promoted to the next level or higher.
- (e) Employees who are assigned to perform the function of bi-weekly permitted water sampling shall be paid in the amount of \$100 per day. The total payment(s) owed for performing the function of bi-weekly permitted water sampling shall not exceed \$100 per day. The \$100 per day payment shall be dispersed evenly amongst all employees that perform the function of bi-weekly permitted water sampling on the same day.
- (f) Employees who are assigned to perform the function of water tower chlorination shall be paid in the amount of \$50 per day. The total payment(s) owed for performing the function of water tower chlorination shall not exceed \$50 per day. The \$50 per day payment shall be dispersed evenly amongst all employees that perform the function of water tower chlorination on the same day.
- (g) Employees shall be paid overtime for all hours worked during maintenance flushing. The Superintendent will determine the maintenance flushing schedule hours and will give reasonable notice thereof to the employees.
- (h) Employees shall be compensated an additional \$.25 dollars per hour for each grade of license maintained by the Employee in Distribution up to a maximum of Grade 3. Employees shall be compensated an additional \$.25 dollars per hour for maintaining at least a Grade 1 in Water Treatment.
- (i) Employees shall receive an annual stipend of two-hundred fifty (\$250.00) dollars if they possess and maintain a Backflow Certification. Employees shall receive an annual stipend of two-hundred fifty (\$250.00) dollars if they possess and maintain a Cross Connection Certification.

## ARTICLE 17 - FUNERAL LEAVE

In the event of a death in a regular employee's immediate family, that is; mother, father, spouse, children, brother, sister, grandmother, grandfather, step-mother, step-father, mother-in-law, father-in-law, and legal guardian, the employee shall be paid for time lost not to exceed three (3) - eight (8) hour days, during the work week, Monday through Friday, for the purpose of attending the wake and funeral services. One (1) day, Monday through Friday, will be allowed for funeral leave for aunt, uncle, brother-in-law and sister-in-law. However, this one-day funeral leave shall be accompanied by the notice from the newspaper.

## ARTICLE 18 - SICK LEAVE

(a) Sick Leave: Duration Entitlement Rate.

Sick leave for non-duty connected injury or illness shall be computed at the rate of 1 ¼ days per month, fifteen (15) days per year, and may be accumulated to a total of one hundred twenty (120) days.

The rate of pay for sick leave shall be an individual's basic daily rate.

(b) Sick Leave: Application Examination.

Sick leave shall be granted upon application to the Superintendent of the Water Division before, or within a reasonable time after absence, depending upon the circumstances of each case.

(c) Unused Sick Leave Reimbursement

The total of unused sick leave for an employee may accumulate to one hundred twenty (120) days. Each employee will be paid annually for all unused sick leave days due his credit in excess of one hundred twenty (120) days at the rate of one days pay for each two days excess sick leave. At retirement, an employee shall be paid for all unused sick leave days up to the maximum amount to be accumulated of one hundred twenty (120) days at the above rate of one days pay for each two days of sick leave so accumulated to a maximum of sixty (60) days pay.

An employee that was hired before July 1, 2022, and who resigns after completion of ten (10) years of service will be paid sick leave at one-half (1/2) the number of all unused sick days.

An employee who is terminated shall not be paid sick leave for just cause.



(d) Annually as of January 1<sup>st</sup>, the Town will provide each employee with a statement of accumulated sick leave credit.

(e) Snow and Ice Removal Leave following working eight (8) hours between 4:30 p.m. and 8:00 a.m. Highway Plowing sick time will count against bonus unless it is forced overtime.

(f) Sick Leave Bonus (based on fiscal year July 1 to June 30)

\$400.00	0 days absent
\$325.00	1 day or less absent
\$250.00	2 days or less absent
\$175.00	3 days or less absent
\$125.00	4 days or less absent
\$ 75.00	5 days or less absent

(g) Medical Certificates

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

(h) Emergency Sick Leave Bank

(a) Purpose - The purpose of the Emergency Sick Leave Bank is to make additional sick leave days available to employees of the Board of Public Works in the event of a personal

unexpected critical illness, surgery, or a temporary disability due to an injury. Days may be requested from the Bank only after the member has exhausted all accumulated sick leave, vacation and personal days.

(b) Membership - Employees must sign and complete a Donation Record Form.

(c) Regulations Concerning Contribution of Days

- Days donated will be subtracted from the employee's sick leave, vacation leave or personal days.
- Employees will be allowed to donate one (1) day at a time.
- Sick days donated will not affect the Sick Leave Bonus (example: same as snow days). Recipient will be charged for sick days if applicable.

(d) Guidelines

- A posting will be placed at the Board of Public Works Building and Treatment Plant.
- Applicants must sign the Donation Record within the time frame listed on the posting.
- Once the posting has expired, no other applicants may join.
- Within 5 days of exhausted leave granted to the employee, an additional posting will be announced, and applicants may sign another donation record.
- If the recipient returns to work before the received days have been expended, the recipient retains those days.

#### **ARTICLE 19 - JURY DUTY**

An employee in full time employment required to serve on Jury Duty shall be paid by the TOWN, an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court excluding allowance for travel. The employee shall submit all court documents he/she receives to acknowledge that he/she did attend jury duties.

## ARTICLE 20 - RECALL

Any employee called back to work on the same day after having completed his assigned work and left his place of employment, and before his next scheduled starting time, shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at time and one half (1 ½). Any employee so recalled shall remain on call for the full three (3) hours without additional pay but need not remain on the job during the entire period unless there is actual work to be performed.

## ARTICLE 21 - DISCRIMINATION

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

## ARTICLE 22 - LONGEVITY PAY

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

After 5 years of service	\$400.00
After 6 years of service	\$400.00
After 7 years of service	\$400.00
After 8 years of service	\$400.00
After 9 years of service	\$400.00
After 10 years of service	\$600.00
After 11 years of service	\$600.00
After 12 years of service	\$600.00
After 13 years of service	\$600.00
After 14 years of service	\$700.00
After 15 years of service	\$750.00

After 16 years of service	\$800.00
After 17 years of service	\$850.00
After 18 years of service	\$900.00
After 19 years of service	\$950.00
After 20 years of service	\$1000.00
After 21 years of service	\$1050.00
After 22 years of service	\$1100.00
After 23 years of service	\$1150.00
After 24 years of service	\$1200.00
After 25 years of service	\$1250.00
After 26 years of service	\$1300.00
After 27 years of service	\$1350.00
After 28 years of service	\$1400.00
After 29 years of service	\$1450.00
After 30 years of service	\$1500.00

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

If, during the term of the contract the personnel by-laws are revised to provide for more liberal longevity pay, this contract shall be amended to provide accordingly.

Payment of longevity shall be made within thirty (30) days of the employee's entitlement thereto.

#### **ARTICLE 23 - PERSONAL DAYS**

Employees may take three (3) days for personal use during the fiscal year. It is understood and agreed that personal leave days may be taken only with the approval of the Superintendent of the Division which approval shall not be reasonably withheld. Except in

cases of emergency, requests for such leave shall be made two (2) days in advance and in all cases be made in writing. New employees: Personal days may be used after six months of continuous employment and will be prorated to the amount of time worked.

#### **ARTICLE 24 - ACTING SUPERINTENDENT AND ACTING FOREMAN**

(a) Acting Superintendent

In the absence of the Superintendent of the Water Division, for vacation, or leave of absence, the foreman or other qualified employee shall, when required by the Board of Public Works, perform the duties of the Water Division Superintendent and for such services he shall receive pay equal to \$12.00 in addition to his regular hourly rate of pay. Overtime and call back provisions appearing elsewhere in this Agreement shall not apply to such services.

(b) Acting Foreman

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

(c) Acting Equipment Operator

A qualified employee, who is directed by the Water Superintendent to operate the Water Department tractor/backhoe, shall receive pay equal to the equipment operator – minimum hours -2.

(d) Acting Water System Maintenance Craftsman/Meter Repairman

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

## ARTICLE 25 - MISCELLANEOUS

- (a) Examinations: All physical examinations, when required by the EMPLOYER and performed under his direction, shall be paid for by the EMPLOYER, not to exceed two (2) hours at the employee's straight time hourly rate of pay. This applies only to physical examinations required to be performed during the employee's off-duty time. For those holding or applying for a hoisting license, the Town will reimburse the employee for DOT physical exams, as long as required by the regulatory agency.
- (b) Injury on the Job: When a regular employee is injured on the job, he shall be guaranteed eight (8) hours pay for the day injured, provided he is instructed to cease work by the EMPLOYER or his physician, as a result of said injury.
- (c) Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property as determined by the foreman or the Superintendent or in violation of an applicable statute or court order or governmental regulation relating to the safety of person or equipment.
- (d) Any employee involved in any accident shall immediately report said accident and the physical injury sustained. The employee before starting his next shift, shall make out an accident report in writing on forms furnished by the EMPLOYER and shall turn in all available names of witnesses to any accidents.
- (e) Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the EMPLOYER and shall be made in multiple copies, one copy to be retained by the employee. The EMPLOYER shall not ask or require any employee to take out equipment that has been reported as being and is in fact in an unsafe operating condition as determined by the Foreman or the Superintendent until same has been placed in safe condition to the satisfaction of the Foreman or Superintendent.
- (f) Inclement Weather: At the discretion of the Town acting through the Water Division Superintendent, employees shall not unnecessarily be exposed to excessive extremes of hot

(95 degrees F.) or cold (10 degrees F.) weather except in the case of emergencies. Such discretion shall be exercised in a reasonable manner, subject to the grievance and arbitration provisions of this Agreement.

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

It is understood that disciplinary actions against employees is not a primary purpose of implementation. If the Superintendent of the Board of Public Works or designees has cause to believe there is reason to question or consider discipline for an employee based on personal observation or actions reported by named individuals, data from the GPS system may be reviewed and used.

The parties agree that no disciplinary action will result from the monitoring of the GPS and that the GPS data alone will not initiate or be the sole basis for any disciplinary action. The parties agree that the GPS data can be used as evidence to support disciplinary action. In the event of a disciplinary issue, the assigned Staff Representative and steward shall have access to any related data.

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

(h) Effective July 1, 2019, the parties acknowledge that an employee must maintain the water license necessary for his/her position as describe in the position description. New hires who are given a reasonable amount of time to obtain a required license acknowledge that in

event he/she does not obtain the required license in the specified time period that he or she may be terminated.

#### **ARTICLE 26 - TRAINING**

Upon application by an employee, the Town agrees to provide and make available at no cost to the employee publications to prepare employee for application and examination for "Certification of Operators of Drinking Water Supply Facilities". More particularly the publications are those suggested as course outlines for Water Distribution System Operators and Water Treatment Plant Operators by the Massachusetts Board of Certification of Operators of Drinking Water Supply Facilities. Employees must take the exam for the next Grade License within (6) months of the DEP Allowance to take the test. Employees failing the test must retake it within (6) months and continue this pattern until successful. Employees will be reimbursed upon passing the exam.

The TOWN further agrees to pay the initial application fee for each employee applying for certification.

#### **ARTICLE 27-OPERATORS. HEAVY EQUIPMENT**

(a) For such period during the term of this Agreement as Heavy Equipment (with particular reference to backhoe) is used by the Division, one employee with classification 8 within the Division shall be qualified and licensed as an operator thereof. The Town will pay the license fee of operators licensed and qualified to operate such equipment.

(b) If a laborer obtains a CDL, Class B License he shall step up to the next designation.

#### **ARTICLE 28 - SATURDAY & SUNDAY COVERAGE**

The person working will be responsible for beginning work after 8:00 a.m. and completing all rounds of the pumping stations and related duties before going home. This



includes changing charts and getting water meter readings. Time clock is to be punched to record time in and out on all work assignments.

The person will be compensated time and one-half (1 ½) as follows:

FY23 - 3.5 hours    FY24 - 3.5 hours    FY25 - 3.5 hours *jk*

Decision on number of rounds will be made by Water Department Superintendent. Holiday assignments will be based on current rotating Callout List. First qualified employee on the list for week of the Holiday will be assigned or as agreed upon by the Superintendent.

The Town shall supply a beeper for emergency call-outs. All Water Department personnel shall be required to carry the beeper on a rotation basis.

The Superintendent shall assign the beeper weekly. The beeper shall be issued on Friday at 4:30 p.m. It shall be returned on Friday of the following week at 8:00 a.m., with the exception of the normal work day which is Monday through Friday 8:00 a.m. to 4:30 p.m.

The person who has been assigned the beeper shall have first choice to respond to the service call. If he elects not to respond to the call, he shall call the next person from the overtime list. If he is unable to reach another employee, he shall respond to the emergency himself. If he must call someone for the stations, he shall receive one (1) hour at one and one-half (1 ½) the hourly rate.

If during the three (3) hours he is compensated for responding to a call-out and he should receive another call, he will not receive any additional compensation. If the additional call requires more than the three (3) hours, he shall be compensated for the additional time required to complete the necessary work at one and one-half (1 ½) his normal hourly rate.

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

For responding to an emergency call, he shall receive a minimum of three (3) hours at one and one-half (1 ½) times his normal hourly rate. In the event no call-outs are received during the 7-day work period, the employee carrying the Nextel/ Beeper shall receive 2 hours of

overtime pay at employee's rate of pay. If the employee receives a call-out and chooses not to respond, there is no compensation to the person carrying the Nextel / Beeper.

The Superintendent may give permission to an employee who is carrying the on-call phone to take a Town vehicle home after 4:30 p.m. during a weather-related emergency (snow or hurricane) situation.

#### **ARTICLE 29 - PROTECTIVE EQUIPMENT**

- (a) Uniforms: The Town shall provide uniforms and pay 100% of all costs. The Town shall supply 11 Hi-Vis shirts, 11 pants, 2 jackets and will be cleaned weekly. Should an employee choose not to receive all or a portion of the 11 Hi-Vis Shirts, said employee will be offered the ability to purchase Hi-Vis T Shirts (example: if rented 6 would be allowed to purchase 5), with the total number of offered shirts not exceeding 11. The number of Hi-Vis T-Shirts will be reimbursed, with an original receipt, of up to \$20 per shirt in a fiscal year. Said employee will be responsible for washing these shirts as this clothing will be outside the scope of our laundry contract. The option to purchase Hi-Vis T-Shirts, for reimbursement, will be offered to all new employees at his/her hire and to every current employee at the start of a new laundry service contract.
- (b) For those needing prescription safety glasses, the Town will reimburse the employee up to \$300 every two (2) years, with proof of a paid receipt. The employer will select the vendor.
- (c) The Employer shall pay for mace and the appropriate license for employees to carry mace only.
- (d) Boot Allowance: Public Works will supply the employees up to \$400 for ANSI Hard Hat, steel toe safety boots and bib/coveralls per fiscal year. Public Works will supply the vendor at the employee's request. Boots will be worn during working hours.

## ARTICLE 30 - DRUG AND ALCOHOL SCREENING

### Section 1.

(a) The Superintendent of Public Works or the Water Superintendent upon probable cause based upon a Water Department Employee's conduct, may require that employee to submit a test sample for drug and alcohol screening by means of the required testing procedures approved by the Federal Department of Transportation/Federal Highway Administration (D.O.T.) and published in the Federal Register 49 CFR, Part 382, et al to detect the presence of non prescribed drugs or controlled substances. A test sample must thereafter be provided upon the Superintendent of Public Works request. The sample is to be tested to comply with Department of Transportation regulations. The Superintendent's shall attend a course.

(b) The affected employee may initiate a review of the Superintendent's directive. If requested, the Superintendent's directive shall be reviewed by a special panel. The panel shall consist of one Board of Public Works member, one department head appointed by the Superintendent, and one employee appointed by the Union with no individual to serve on consecutive panels for review of drug testing directives. The purpose of review is to decide only whether the Superintendent of Public Works has information which establishes probable cause to request a screening. The panel will meet and have the right to request corroborating information, if any, from the Superintendent of Public Works in order to assist their review. Such special review shall be conducted and concluded within twenty-four (24) hours of the time the Superintendent of Public Works required the test sample, or as soon thereafter as is practicable.

(c) If the special review panel concludes that the drug screening is warranted, such testing shall be conducted. If the panel finds that the test is not warranted, the sample shall not be tested and shall be destroyed.

### Section 2.

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

Section 3.

(a) The results of the drug screening test shall be given to the Superintendent of Public Works and the employee. In order for any test results to be accepted, the Town must demonstrate that the chain of custody of any samples has been preserved.

(b) The Superintendent of Public Works retains the right to impose discipline based upon the results of the screening test. However, the first instance of obtaining a screening test as provided in this Article will not alone be grounds for discharge; such results will result in a program of counseling, assistance, and/or clinical treatment for first offenders. Any discipline imposed will be stayed for first offenders during any period of rehabilitation. This shall not cause loss of seniority.

Section 4.

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

Section 5. Random Testing:

The Board of Public Works has the authority to conduct random testing for non prescription drugs and controlled substances. The testing procedure shall conform to the D.O.T. regulations. The Town shall hire an outside firm to determine the random testing of personnel. The firm shall provide random selection and testing services to ensure employees are selected objectively and fairly by computer for random testing. Services for testing shall be certified laboratory services NIDA. Any language in Article 30 which does not conform to U.S. Department of Transportation Federal Highway Administration language shall be superseded by the U.S. DOT Federal Administration Regulations.

### **ARTICLE 31 - WORKER'S COMPENSATION**

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

### **ARTICLE 32 - COMPENSATORY TIME**

Compensatory time within the same work period may be chosen by the employee in lieu of payment provided the employee has forty (40) hours pay. Compensatory time given as overtime shall be at a rate one and one half (1 ½) times the hours worked. Compensatory time may be accumulated up to forty (40) hours; once any portion has been used it may be replenished back to forty (40) hours as done in the past. A maximum of forty (40) hours may be carried over to the next fiscal year. An employee requesting to use accrued compensatory time shall make such request forty-eight (48) hours in advance of the date they are requesting to use such compensatory time, and it shall be approved by the supervisor in charge. All requests for compensatory time to be used shall be in a minimum of one (1) hour increments. All emergencies will require approval but are not to be unreasonably withheld.

### **ARTICLE 33- DURATION OF AGREEMENT**

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

**ARTICLE 34- REIMBURSEMENT FOR EDUCATION/TRAINING**

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

**ARTICLE 35 - EARLY RETIREMENT INCENTIVE**

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

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

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

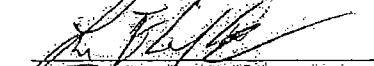
If the employee fails to retire on the specified date, the stipend will be returned to the Board of Public Works by withholding the amount of money from regular paychecks until the total amount of monies advanced are repaid.

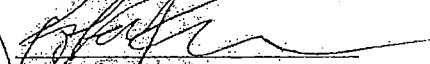
IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives this 17<sup>th</sup> day of January 2022, 2023

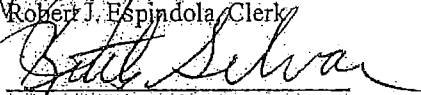
For TOWN OF FAIRHAVEN

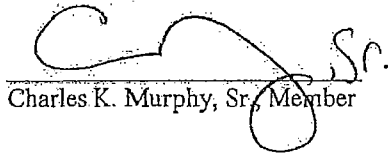
For TEAMSTERS UNION LOCAL 59

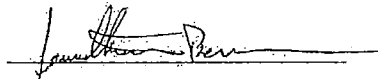
  
Stasia Powers, Chair

  
Leon D. Correy III, Vice-Chair

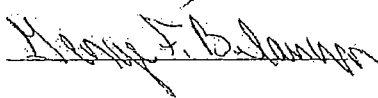
  
Robert J. Espindola, Clerk

  
Keith Silvia, Member

  
Charles K. Murphy, Sr., Member

  
Jonathan Penn

  
Steve

  
Henry F. Balaban

SCHEDULE A

Current Steps 21-22								CALCULATION PURPOSES ONLY	
	1	2	3	4	5	6	7		
A	12.67	13.04	13.42	13.88	14.31	14.73	15.18		15.64
1	15.62	16.11	16.63	17.18	17.69	18.23	18.77		19.33
2	16.88	16.95	17.46	18.02	18.56	19.12	19.69		20.28
3	17.19	17.76	18.36	18.9	19.87	20.47	21.06		21.71
5	19.16	19.86	20.52	21.2	21.82	22.48	23.16		23.85
6	20.16	20.83	21.54	23.09	23.78	24.5	25.23		25.99
8	21.91	22.69	23.41	24.5	25.24	26	26.78		27.58
9	23.9	24.69	25.48	27.53	28.35	29.2	30.08		30.98
22-23 @ 2.5%									
	1	2	3	4	5	6	7		
A	12.99	13.37	13.76	14.23	14.67	15.10	15.56		
1	16.51	17.05	17.61	18.19	18.69	19.24	19.82		
2	17.37	17.60	18.47	18.02	19.60	20.18	20.79		
3	18.20	18.82	19.78	20.37	20.98	21.61	22.26		
5	20.36	21.03	21.73	22.37	23.04	23.74	24.45		
6	21.95	22.08	23.67	24.37	25.11	25.86	26.64		
8	23.26	24.00	25.11	25.87	26.55	27.45	28.27		
9	25.31	26.12	28.22	29.05	29.93	30.83	31.76		
23-24 @ 2%									
	1	2	3	4	5	6	7		
A	13.25	13.63	14.03	14.51	14.96	15.40	15.87		
1	16.84	17.39	17.96	18.49	19.06	19.62	20.21		
2	17.72	18.25	18.84	19.40	19.99	20.59	21.20		
3	18.57	19.20	20.18	20.77	21.40	22.04	22.70		
5	20.76	21.45	22.16	22.81	23.50	24.21	24.94		
6	21.78	22.52	24.14	24.86	25.61	26.38	27.17		
8	23.72	24.48	25.61	26.39	27.18	28.00	28.84		
9	25.61	26.64	28.78	29.64	30.53	31.45	32.39		
24-25 @ 2%									
	1	2	3	4	5	6	7		
A	13.51	13.91	14.31	14.80	15.26	15.71	16.19		
1	17.18	17.73	18.32	18.85	19.44	20.02	20.62		
2	18.08	18.62	19.22	19.79	20.39	21.00	21.63		
3	18.94	19.58	20.56	21.19	21.83	22.48	23.15		
5	21.18	21.88	22.61	23.27	23.97	24.70	25.44		
6	22.21	22.97	24.62	25.36	26.13	26.91	27.71		
8	24.20	24.96	26.13	26.92	27.73	28.55	29.42		
9	26.33	27.17	29.36	30.23	31.14	32.08	33.04		



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SCHEDULE "B"

COMPENSATION LEVELS

Laborer (P.T.)	A
Laborer	3
Laborer/Truck, Driver (Class B License)	5
Water System Maintenance Man	5
Water System Maintenance Craftsman	6
Water System Maintenance Craftsman and Meter Repairman	8
Water System Maintenance Craftsman / Equipment Operator	8
Working Foreman Water System Maintenance Craftsman	9



## IMPORTANT NOTICE

ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE IMMEDIATELY UPON THE FOLLOWING:

- A change in his or her home address.
- Desire to change beneficiaries through the following Offices:

Local Union Office  
Health Insurance Office  
Pension Fund  
Credit Union Office

- TERMINATION OF EMPLOYMENT/CHANGE IN EMPLOYMENT STATUS. \*\*

\*\* A MEMBER MAY REQUEST A WITHDRAWAL CARD IMMEDIATELY UPON TERMINATION OF EMPLOYMENT. A MEMBER MAY ALSO REQUEST A WITHDRAWAL CARD IF HE/SHE IS TEMPORARILY OUT OF WORK DUE TO WORKERS COMPENSATION, OFF-THE-JOB INJURY OR SICKNESS, A LAYOFF, OR ON A LENGHTY LEAVE OF ABSENCE.

Teamsters Union Local No. 59  
27 So. Sixth Street  
New Bedford, MA 02740  
(508) 993-1505 OR Fax (508) 999-0642

