

AGREEMENT
BETWEEN
TOWN OF STOUGHTON
AND THE
TOWN HALL
EMPLOYEES ASSOCIATION

EFFECTIVE JULY 1, 2019 - JUNE 30, 2022

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF STOUGHTON
AND
TOWN HALL EMPLOYEES ASSOCIATION

Effective July 1, 2019 - June 30, 2022

PREAMBLE

This agreement is made this _____ day of _____, 2022, by and between the Town of Stoughton and the Town Hall Employees Association.

Whereas, the Massachusetts Legislature has enacted c. 150E of the General Laws establishing the right of employees to bargain collectively with the Town concerning wages, hours and conditions of employment; and

Whereas, the parties intend by this Agreement to maintain a stable and harmonious relationship in this regard, therefore it is agreed as follows:

ARTICLE I
RECOGNITION AND ASSOCIATION SECURITY

Section 1.

The Town of Stoughton (hereafter "the Town" or "the Employer") recognizes the Town Hall Employees Association (hereafter "the Association") as the sole and exclusive bargaining agent for the following bargaining unit positions, in the following job grades:

<u>Job Title</u>	<u>Grade</u>
Receptionist	1
Receptionist/Cashier	2
Custodian 1	1
Custodian II	2
Custodian/Maintenance	3

<u>Job Title</u>	<u>Grade</u>
Building Maintenance Craftsman	4
Clerk I	2
Clerk II	3
Clerk/Cashier I	4
Clerk III	4
Clerk IV	5
Clerk/Cashier II	5
COA/YC Outreach Coordinator	4
COA/YC Volunteer Coordinator	4
COA/YC Van/Bus Driver	3
Recreation Program Facilitator	5
Medicare Billing Manager	5
VNA Nurse	8
Social Worker	7
Skilled Craftsman	5
Program Administrator I*	6

but excluding the Town Manager, Town Engineer, Program Coordinator, Program Administrator II, seasonal, confidential, managerial and all other employees. *All Program Administrator I positions currently in the bargaining unit at the Police Department, Fire Department, Town Hall and Department of Public Works, but excluding all other Program Administrator I positions.

Section 2.

The Town agrees to deduct Association dues or agency fee payments from the pay of each employee signing an authorization therefor, and further agrees to remit the aggregate thereof to the Association Treasurer. Payment of the agency service fee

shall be required as a condition of employment for all bargaining unit employees who elect not to become members of the Association within thirty days of the commencement of their employment, consistent with Section 12 of C. 150E. The agency service fee shall be equal to the amount of dues. All members of the bargaining unit are hereby notified that they are subject to the provisions of Massachusetts General Laws, Chapter 150E, Section 5, as amended by Chapter 73 of the Acts of 2019.

Section 3.

The Town will incur no liability for loss of dues or agency fee monies after depositing the same addressed as directed to the Association in the United States mail or remitting the same by hand to the Association Treasurer.

The Association shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with the requirements of Section 2 of this Article.

ARTICLE II
MANAGEMENT RIGHTS

Section 1.

Subject to the provisions of General Laws Chapter 150E and/or the terms and provisions of this Agreement, the Town Manager reserves the right to hire and fire and otherwise act in all personnel matters consistent with Civil Service procedures where applicable, and Town by-laws and Personnel Regulations.

The Town retains the right through its appointed Boards and Commissions to select and hire all its employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline or discharge employees; to sub-contract work; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required due to lack of work or curtailment of work, to make reasonable rules and regulations which do not conflict with the provisions of this Agreement and generally to control and supervise the Town's operations and municipal affairs without hindrance or interference. The grievance and arbitration procedure hereunder shall not apply to any action of the Town which is subject to review by the

Contributory Retirement Appeal Board or by the Civil Service Commission where applicable.

Section 2.

Copies of all action by Management related to the Association shall be made available to the Association.

ARTICLE III
PAST PRACTICES, NON-DISCRIMINATION

Section 1.

The Town agrees there shall be no change in the benefits presently enjoyed by employees without prior discussion with the Association.

Section 2.

All employees covered by this Agreement shall be allowed to attend meetings during working hours with no loss of pay subject to the prior approval of the Town Manager.

The Town Manager's denial of approval for reasons of lack of coverage shall not be subject to arbitration herein.

Section 3.

A. There shall be no discrimination by foreman, supervisors, superintendents or other agents of the employer against any employee because of his race, creed, color, sex or age or because of his activity or membership in a collective bargaining unit. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of a collective bargaining agreement.

B. The Association agrees that neither its officers, members nor persons employed by them, shall discriminate against or coerce any employee for non-membership in the Association.

C. Job descriptions for all classifications are to be made available to all employees.

The Town, acting through its Town Manager, and the Association agree to form a Position Reclassification Committee as soon as practicable after the execution of this Agreement. The Position Reclassification Committee shall review the present position classification of bargaining unit employees, and recommend

appropriate actions necessary to effectuate position upgrades where determined to be appropriate. The Association recognizes that the final determination to effectuate position upgrades remains with the Town, acting through its Town Manager. In the event that the Position Reclassification Committee has recommended position upgrades which the Town Manager determines to be inappropriate, at the request of the Position Reclassification Committee, the Town Manager will meet with the Position Reclassification Committee to discuss his reasons for failing to recommend such proposed position upgrades. The Town and the Association agree that any disputes concerning position upgrades shall not be subject to the grievance procedure contained in Article X, Section 2 of this Agreement, but rather, may be the subject of further negotiations, at the demand of either the Town or the Association.

Section 4.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this agreement is not a part of this Agreement unless it is covered by the Town Personnel Bylaw. If the Town Personnel Bylaw is amended and such amendment impacts a mandatory subject of bargaining under G.L.c. 150E, the amendment shall not be effective for members of the bargaining unit unless and until the Town has bargained the change with the Association in accordance with G.L.c. 150E. If a provision of the Town Personnel Bylaw provides for a benefit that is more generous to employees than what is provided for under this Agreement, then the terms of the Town Personnel Bylaw shall apply.

ARTICLE IV
HOURS OF WORK AND OVERTIME

Section 1. Hours

Effective December 5, 2005, the regular work week shall be as follows:

Clerical	34 hours
Custodial	39 hours
Engineering	34 hours
Drivers	34 hours
Public Health Staff	36 $\frac{1}{2}$ hours
Part-Time Employees	As established by Department Head

Section 2. Work Hours and Related Issues

a. Effective December 5, 2005, the regular hours of work shall be as follows:

	Monday - Wednesday	Thursday	Friday
Clerical/Town Hall and Fire Department	8:30AM-4:30PM	8:30AM-7PM	8:30AM-Noon
Police/Clerical	8AM-4PM	8AM-6PM	8AM-Noon
Police/Custodial	7AM-4PM	7AM-6PM	7AM-Noon
Public Health-VNA/Clerical	8AM-4:30PM	8AM-7PM	8AM-Noon
Public Health-VNA/Nurses	8:30AM-4:30PM	8:30AM-7PM	8:30AM-Noon
Council on Aging/ Drivers 1 and 2	hours of work between 7:30AM and 4:00PM, as determined by Department Head and employees to provide for a thirty-four (34) hour work week		
COA/Driver 1	7AM-3PM	7AM-2PM	7AM-3PM
COA/Driver 2	8AM-4PM	8AM-4PM	8AM-3PM
COA Senior Ctr. Coordinator/Receptionist	8AM-4PM	8AM-4PM	8AM-4PM
COA/Custodial	7AM-4PM	7AM-4PM	7AM-3PM
Town Hall Custodian/Day	7AM-4PM	7AM-6PM	7AM-Noon
Town Hall Custodian/Night	2:30PM-11:30PM	2:30PM-11:30PM	8AM-4PM
Youth Comm./ Clerical	10:30AM-6:30PM	8:30AM-7PM	8:30AM-Noon
(Above hours inclusive of lunch periods. Hours of work for positions in the Police Department will reflect the current forty (40) hours a week schedule with a one (1) hour paid lunch consistent with the current practice. Pursuant to the resolution			

of a grievance, the hours of work for Theresa Cardoso and Mary Martin in the positions they held at the time of said resolution will reflect a forty (40) hours a week schedule with a one (1) hour paid lunch period on Monday through Thursday consistent with their current schedules. If Cardoso and/or Martin assume a bargaining unit position with the Town in a Department other than the Department in which each is currently working, Cardoso and/or Martin shall discuss and agree upon the hours to be worked in such new Department with her new Department Head, provided that each shall continue to be paid on a forty hour per week basis, inclusive of the aforementioned one hour paid lunch period, for an aggregate number of hours of forty.)

b. Leave taken by an employee shall be charged against her/his accrued leave balances based upon the actual number of hours the employee is absent from work.

c. A Friday holiday or a Saturday holiday that is celebrated on Friday will cause the work day on the preceding Thursday to end at 4:30 p.m.

d. If no other coverage is available, the least senior full time public health nurse will be on duty on Fridays from 1 p.m. to 4:30 p.m.

The Town and the Association agree to meet as necessary to resolve any difficulties to this new work shift schedule.

Section 3. Overtime

All hours worked in excess of the regular hourly day of any employee shall be compensated for at the overtime rate hereinafter set forth. Any hour or part thereof shall be compensated for to the next one hour.

If there is a mutual agreement between the department head and the employee, compensation may be in the form of time off equal to time and one-half of overtime worked.

Section 4. Overtime Rate of Pay

The hourly rate of overtime pay shall be equal to time and one-half of the regular hourly rate of the employee. However, there shall be a two hour minimum compensation to all employees called back after the termination of the regular work day.

Section 5. Emergency Closure of Town Hall

If the Town offices are closed for all or part of a work day because of a state of emergency, Act of God or by a determination of a Department Head, or in such Department Head's absence, the Town Manager or her/his designee, all members who would have been scheduled to work, but for such closing, shall be compensated in full for such day. All members may telephone the Stoughton Hotline (781-232-9248) to determine if the Town offices are closed.

Section 6. Overtime Pay - Sundays and Holidays

- a. Between the hours of 12:01 a.m. on Sunday and 12 midnight on the same day, double time and one-half applies hour for hour, except that work in excess of thirty (30) minutes shall be compensated to the next one (1) hour.
- b. Between the hours of 12:01 a.m. on any holiday listed in this Agreement and 12 midnight of the same day, double time and one-half applies hour for hour, except that work in excess of thirty (30) minutes shall be compensated for to the next one (1) hour.
- c. Approval of Sunday and holiday overtime work must be approved in advance by the Town Manager or his/her designee.

ARTICLE V
VACATIONS AND HOLIDAYS

Section 1. Vacations

Vacations shall be granted annually based on an employee's anniversary date of employment with the Town. Selection for the vacation period shall be agreed upon between the Department Head and the personnel, taking into consideration the party or parties who will be filling in on vacations. When a paid holiday falls within an employee's paid vacation period on a working day, the paid vacation shall be extended by one (1) day.

Beginning on July 1, 2018, vacations shall be granted on a fiscal year basis, that is, July 1 of a given year through June 30 of the next following year. In order to effectuate the transition of earning and granting vacations on a fiscal year basis, during the period of July 1, 2018 through June 30, 2019, a vacation proration factor, as shown in the chart below, will be used to calculate vacation earned.

<u>Month of Hire</u>	<u>Vacation Entitlement Proration, if any</u>
July	12/12ths
August	11/12ths
September	10/12ths
October	9/12ths
November	8/12ths
December	7/12ths
January	6/12ths
February	5/12ths
March	4/12ths
April	3/12ths
May	2/12ths
June	1/12th

The vacation entitlement for the period of July 1, 2018 through June 30, 2019, is then earned using the following formula:

$$\begin{array}{rcl} \text{Vacation} & & \text{Vacation} \\ \text{Entitlement} & \times & \text{Entitlement on} \\ \text{Proration} & & \text{Anniversary Date} \end{array} = \text{Vacation Earned}$$

Example 1:

An employee who has an anniversary date on October 15, 2018 and is entitled to twenty (20) days vacation would receive 15 days of vacation during the period of October 15, 2018 and June 30, 2019, calculated as follows:

$$9/12ths \times 20 \text{ days} = 15 \text{ days}$$

Example 2:

An employee who has an anniversary date on March 10, 2019, and is entitled to fifteen (15) days vacation would receive five (5)

days of vacation during the period of March 10, 2019 and June 30, 2019 calculated as follows:

$$4/12\text{ths} \quad \times \quad 15 \text{ days} \quad = \quad 5 \text{ days}$$

Effective July 1, 2019, employees will be credited with and granted vacation based upon their years of service as of July 1 of any given year.

Section 2. Seniority

Seniority shall be based on classification. In the event of two or more employees in the same classification, seniority will be based upon years of service and/or consistent with the names as they appeared on the Civil Service list.

Section 3. Eligibility for Vacation

a. Every permanent full-time employee shall be granted an annual vacation in accordance with the provisions of Section 4 of this Article.

b. Every part-time employee of the Town shall receive an annual vacation, in accordance with the provisions of Section 4 of this Article, pro-rated to his regular work schedule, or if his schedule is irregular, a vacation leave benefit pro-rated to an average of his schedule over a period of thirty (30) weeks during a given year. Vacation proration shall be on the basis of a thirty-five (35) hour work week. For the purposes of this section, part-time employees shall be defined as those employees who work at least twenty (20) hours per week.

Section 4. Length of Vacations

All permanent full-time employees shall be granted vacation leave without loss of pay on an annual basis in accordance with the following schedule:

a. For employees hired before July 1, 1986:

<u>Length of Employment Attained on Anniversary Date</u>	<u>Vacation Entitlement</u>
1 year	10 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days

<u>Length of Employment Attained on Anniversary Date</u>	<u>Vacation Entitlement</u>
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years through 24 years	20 days
25 years and over	25 days

b. For employees hired on or after July 1, 1986:

<u>Length of Employment Attained on Anniversary Date</u>	<u>Vacation Entitlement</u>
1 year	10 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years and over	20 days

c. Effective July 1, 2021, all employees shall be granted vacation leave in accordance with the following schedule:

<u>Length of Employment Attained on Anniversary Date</u>	<u>Vacation Entitlement</u>
1 year	10 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years through 24 years	20 days
25 years and over	25 days

Employees with less than one (1) year's service shall receive one (1) days vacation for each month of employment not to exceed ten (10) days vacation for the first twelve (12) months.

The Town Manager at his/her discretion may credit a newly hired employee for time in service to another community or the Commonwealth up to a maximum credit of nine (9) years for the purposes of determining the amount of annual vacation the employee will be entitled to receive each year.

Employees may carryover a maximum of ten (10) days from one vacation year to the next, but said days must be used within ninety (90) days of said carryover unless otherwise authorized by the Town Manager. Employees with fewer than ten (10) days earned as of July 1, 2013, will be grandfathered from the provisions of this paragraph.

Notwithstanding any other provision of this Agreement, during the transition from anniversary date vacation entitlement to fiscal year vacation entitlement, any employee may carryover any unused vacation leave credited during the transition period (July 1, 2018 through June 30, 2019) to next fiscal year, provided said days must be used on or before June 30, 2020, unless otherwise authorized by the Town Manager.

In earning, crediting and granting leave entitlements, see the conversion provisions from days to hours contained in Article XVI.

Section 5. Vacation Scheduling

Vacations will be scheduled for the convenience of the Town. Each department will be responsible for maintaining a seniority listing which shall be used by him as a basis for the granting of vacations to their employees during the most desirable periods. Vacations for less than five (5) days will be allowed only when it is necessary. All vacation time will be taken each year and will not accumulate into the next vacation year except if through no fault of the employee he cannot take all his vacation during the year, in which case vacation days due may be carried over to the next vacation year with the permission of the Department Head and Town Manager.

Section 6. Vacation Leave Upon Termination

Upon termination of employment, the employee shall receive payment equal to the amount of accrued vacation which is unused. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 7. Paid Holidays

a. The following holidays shall be paid holidays for all bargaining unit employees:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

b. Should any holiday listed above fall on a Saturday, the Town Hall will close on Friday preceding the Saturday holiday. Should any holiday listed above fall on a Sunday, the Town Hall will close on the following Monday.

c. The Town Hall will be closed on any day that may be declared a holiday by the Governor of the Commonwealth, General Court and/or the President or the Congress of the United States without loss of pay to the employees.

d. If a holiday falls on a day a permanent, part-time or temporary worker is scheduled to work, he shall receive the pay he would ordinarily earn.

e. In order to qualify for the holiday credit, an employee in full-time employment in a permanent position shall have worked on the last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday, unless the employee was in full pay status on such preceding and following days in accordance with other provisions of this Agreement.

f. Employees who celebrate Jewish Holidays will be granted three (3) such holidays as paid holidays upon the discretion of the supervisor.

Section 8. Personal Day

All permanent full-time and permanent part-time employees of the bargaining unit shall be entitled to two (2) personal days a year without loss of pay subject to the prior approval of the Town Manager or his/her designee, except that one (1) such day or a portion thereof may be used on the day after Thanksgiving Day at the employee's option. In earning, crediting and granting leave entitlements, see the conversion provisions from days to hours contained in Article XVI.

Section 9. Use of Vacation Leave or Personal Leave on Christmas Eve

Notwithstanding any other provision of Article V to the contrary, effective July 1, 2021, each bargaining unit member shall be entitled to use accrued vacation leave or personal leave after 1:00 p.m. on December 24 of each year.

Section 10. Medical Leave

Effective July 1, 2021, all members of the bargaining unit may convert up to thirty-five (35) hours of accrued, paid leave (sick leave, vacation leave, personal leave, etc.), per fiscal year, to medical leave with pay for the purpose of attending doctors' appointments, dentists' appointments and other medical needs. Use of medical leave shall not interrupt an employee's perfect attendance for purposes of calculation of earned time.

ARTICLE VI
SICK LEAVE AND MISCELLANEOUS LEAVES

Section 1. Sick Leave

a. Sick leave shall be earned at the rate of one and one-third (1 1/3) days per month with unlimited accumulation. If the amount of sick leave credit provided hereunder and vacation leave is about to be exhausted, an employee may make application in writing for additional allowance to that provided. (Such additional allowances may be authorized by the Town Manager after reviewing all the circumstances, including the employee's prior attendance and performance record and other facts relevant to his/her request for additional allowance.) Sick leave shall begin to accrue as of the day the employee enters the service of the Town. In earning, crediting and granting leave entitlements, see the conversion provisions from days to hours contained in Article XVI.

b. Absences on account of sickness in excess of those authorized or for personal reasons not provided for under the regulations of the Town may, at the discretion of the appointing authority, be charged to Vacation Leave.

c. Earned Time. Full-time employees with perfect attendance at work in any two consecutive calendar months shall have one (1) day added to their vacation time up to a maximum of six (6) days per year. Effective July 1, 2021, full-time employees with perfect attendance at work in any calendar month shall have one-half (½) day added to their vacation time up to a maximum of six

(6) days per year. The taking of the personal day allowed under this contract or any voluntary transfer of sick leave permitted under this Article shall not interrupt the employee's perfect attendance record.

d. Sick Leave Transfers. Upon the written application for a specific amount of additional sick leave by a permanent full-time employee who has at least one year of service with the Town and who has exhausted all available sick leave, the Town Manager shall determine the eligibility of such an employee to receive additional sick leave following a review of adequate medical evidence of serious illness.

Following the Town Manager's favorable determination of eligibility, each permanent full-time member of the bargaining unit who has been employed by the Town for at least one (1) year and who has accumulated at least twenty (20) days of sick leave at the time of the determination of eligibility may voluntarily transfer up to five (5) days of his/her accumulated sick leave to such an employee.

No sick leave transfers beyond a cumulative total of thirty (30) days to a single employee may be permitted without the prior approval of the Town Manager and shall be within such limits as he may prescribe.

Notwithstanding any other provision of this Agreement to the contrary, no decision of the Town Manager as to eligibility or as to the grant or denial of benefits under this section shall be subject to arbitration.

e. Doctor's Examination. Any sick leave of a duration of more than three (3) consecutive days, or when the total number of sick days used exceeds seven (7) for the fiscal year, if the Town Manager so requests, shall be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave. Such doctor's certificate shall, if a return to work report is provided by such doctor, state that such doctor has reviewed the job duties of such employee prior to authorizing his/her return to work. When circumstances reasonably warrant, the Town Manager may in his discretion require a medical examination be taken by any employee who reports his/her inability to report for work because of illness; this required examination shall be at the expense of the Town by a physician designated by the Town Manager.

f. Sick Leave Buy-Back.

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with two hundred (200) or more unused sick days shall receive fifty percent (50%) of the number of accrued but unused sick days the employee has in excess of fifty (50) days up to a maximum of four hundred (400) days at the rate of seventy-five (\$75.00) per day as severance pay upon retirement, death or voluntary (without just cause) termination. Ex: Employee with 500 sick days = 400 days maximum - 50 days x 50% @ \$75.00.

Note: Employees with more than four hundred (400) sick days as of the date of ratification of this Agreement shall have their buyback benefit under this provision capped at 450 sick days.

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with less than two hundred (200) unused sick days shall receive fifty percent (50%) of their accrued but unused sick leave in excess of one hundred (100) days at the rate of seventy-five (\$75.00) dollars per day as severance pay upon retirement, death or voluntary (without just cause) termination. Ex: Employee with 199 sick days = 199 days - 100 days x 50% @ \$75.00.

In the event of the employee's death, payment of the accumulated sick leave shall be made to a beneficiary designated by the employee in writing or, in the absence thereof, to his or her estate.

In the event that an employee dies while employed by the Town due to a workplace accident, payment for all of the employee's unused sick leave regardless of the amount shall be paid to the employee's designated beneficiary or, in the absence thereof, to the employee's estate at a rate of \$75.00 per day without any reduction.

Notwithstanding any provision of the Town's Personnel Bylaw or this Agreement, the foregoing shall be the only sick leave buyback benefits employees are entitled to receive.

g. Notwithstanding any provisions of Article VI to the contrary, effective January 1, 2008, each calendar year, an employee who has fifty or more accumulated, but unused, sick leave days, may designate two (2) days of such accumulated, but unused, sick leave as so-called floating sick leave days. Floating sick leave days may be utilized for any purpose and use thereof shall not

interrupt an employee's perfect attendance for purposes of calculation of entitlement to earned time.

Section 2. Bereavement Leave

In the event of a death occurring in the immediate family of a permanent employee or of his spouse, he shall be granted a maximum of five (5) calendar days off without loss of pay. In the event of a death of a grandparent, aunt/uncle or niece/nephew, he shall be granted one (1) calendar day off without loss of pay. For the purposes of this agreement, immediate family is defined as wife, husband, child, brother, sister, parent and parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and grandchild except that a relative residing in the same household may for the purposes of this section be considered as part of the immediate family.

Section 3. Absence Without Leave

Any absence of an employee from duty, including any absence for a single day or part of a day that is not authorized by a specific grant of leave of absence under the provisions of this Agreement will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, an employee who absents himself for three (3) consecutive days without leave shall be deemed to have resigned. Such action may be reconciled by the Town Manager by a subsequent grant of leave if the conditions warrant.

Section 4. Absence for Illness or Injury

An employee absent on account of illness or injury shall notify his supervisor at least one hour and a half before the regular starting time of his work day on the first day of absence. The supervisor shall notify the Town Manager's office of an employee's absence on the first day of absence and on the day notification of the illness is given by the employee, his family or physician. All injuries, no matter how slight, shall be reported to the supervisor and/or Town Manager.

Section 5. Leave Without Pay

Town officers and employees may, with the approval of the Town Manager, be granted other leaves of absence. But, except as otherwise provided in this Agreement, all such leaves of absence shall be without compensation. The granting of such leave shall protect the employee's existing continuous service for the leave

period. A leave of absence will not be granted for employment elsewhere, except for military purposes.

Section 6. Military Leave

a. Military leave of absence without pay shall be granted to any Town officer or employee called to active duty with the State or Federal forces for temporary or extended tour of duty. Town officers and permanent employees ordered to active duty in the Armed Forces in time of war or similar national emergency, shall be allowed two weeks pay and granted all accumulated vacation and holiday leave with pay. All re-employment rights shall be in accordance with applicable provisions of state and federal law.

b. Members of State or Federal Reserve Forces on all short tours of duty or annual training periods will be granted annual leave without loss of vacation leave and be compensated therefore up to the difference in pay which would have been received if not on military leave. The total leave time will not exceed four weeks.

Section 7. Court Leave

Court leave of absence shall be granted to any Town Officer or employee as follows:

a. If an employee is called upon to serve on a jury, the employee shall be paid the difference between any fees received while serving on the jury and his regular rate of pay.

b. If a second shift employee is called upon to serve on a jury, the employee will not be required to report for work to his/her assigned shift if he/she has served jury duty on that day. The employee shall be paid the difference between any fee paid by the court and his/her regular pay.

c. If an employee is summoned to appear in court as a witness for the Town or for an incident occurring during working hours, he shall receive full compensation for any time lost and shall return to the Town such fees as he may collect.

Section 8. Injury Leave

a. Any employee who is unable to work as a result of any injury arising out of and in the course of his employment shall receive compensation in accordance with Chapter 152 of the General Laws (Workmen's Compensation Act).

b. Employee on injury compensation may not do part-time or full-time work for another employer during that period.

Section 9. Request for Leave

Requests for any type of leave shall be made on the prescribed form and shall, whenever possible, be made far enough in advance to permit approval by the Town Manager or his/her designee. The Department Head will be notified of all approved leave requests.

Section 10. Permanent Part-Time Employees

For the purposes of this Agreement, a permanent part-time employee is a person who works a minimum of forty weeks, within any one calendar year, and averages at least twenty (20) hours per week over that period.

a. Permanent part-time employees employed by the Town shall be entitled to one-half ($\frac{1}{2}$) the benefits of full-time employees, provided, however, that any part-time employees currently receiving greater benefits shall continue to do so for the remainder of their employment.

b. Employees employed by the Town for less than twenty (20) hours and who work a minimum of thirteen (13) weeks within any calendar year shall receive the appropriate hourly wage as set forth in the wage scales herein; provided, however, no such employees shall be entitled to any other benefits, or any pro-rata share of any benefits except as may otherwise be expressly provided herein specifically for such employees or as may be the practice of the Town as of the effective date of this Agreement.

Section 11. Maternity Leave

In accordance with Chapter 149, Section 105D of the General Laws, a female employee who has been employed by the employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least two weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or similar position, with the same status, pay, length of service credit and seniority, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer. Additional unpaid leave may be granted, upon approval of the Town Manager, if, in the opinion of the Town

Manager, such leave would not affect the nature and level of departmental services.

ARTICLE VII
LONGEVITY, UNIFORMS, SPECIAL LICENSE, COFFEE BREAKS,
WORKING OUT OF CLASSIFICATION

Section 1. Longevity Pay

Effective July, 1, 2009, longevity shall be paid in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
5 years of service but fewer than 10 years of service	\$ 650.00
10 years of service but fewer than 15 years of service	\$ 900.00
15 years of service but fewer than 20 years of service	\$1,150.00
20 years of service but fewer than 25 years of service	\$1,400.00
25 years of service or more	\$1,900.00

Effective July 1, 2017, longevity shall be paid in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
5 years of service but fewer than 10 years of service	\$ 650.00
10 years of service but fewer than 15 years of service	\$1,000.00
15 years of service but fewer than 20 years of service	\$1,300.00
20 years of service but fewer than 25 years of service	\$1,600.00
25 years of service or more	\$2,150.00

Longevity shall be payable on or about the first payroll week in December.

Section 2. Computation of Longevity

Computation of longevity shall be based on full-time permanent consecutive employment for the Town of Stoughton as of December 31 of the year payable. In the event an employee eligible for longevity under Section 1 is terminated, longevity pay owing shall be paid on a pro-rata basis based upon months of employment in the current calendar year and shall be paid at the termination of employment; provided, however, that if an employee has been employed for eleven (11) months in the terminating year, he shall be paid a full year's longevity pay.

Permanent, part-time employees as defined in Section 10 of Article VI above shall be entitled to longevity in accordance with paragraphs (a) and (b) of said Section 10.

Section 3. Superlongevity

All employees who do not have twenty (20) or more years of service as of June 30, 2016, shall no longer be eligible for the superlongevity benefit set forth below. The existing superlongevity terms and conditions set forth below shall continue to apply to those employees who remain eligible for the benefit. Said terms are as follows:

There will be a superlongevity plan available to bargaining unit members who satisfy the conditions of eligibility and who indicate a desire to participate. Employees must have twenty-five (25) years of service to be eligible for participation. Only one (1) employee shall participate in any one year. Available slots will not carry over to the next year. An employee who wants to participate in superlongevity must elect in writing by October 1 in order to begin participation in the program the following July 1. For the first year of the program, the October 1 election date is waived and an employee may file a written election by January 31, 2008, in order to participate in superlongevity for the period commencing July 1, 2008.

If more than one employee seeks to participate in one year, then seniority will determine the employee who shall participate. An employee who has successfully elected to participate in superlongevity will receive a wage premium of five percent (5%) added to base pay for each of the three years commencing on the July 1 date of initial participation. Employees receiving this benefit may be assigned additional duties at the Department Head's or Town Manager's discretion. At the end of the third

year of participation, an employee will no longer be eligible for nor receive the five percent (5%) wage premium. It is expressly understood and agreed that said wage premium shall not be subject to pyramiding and, therefore, shall not exceed a total of five percent (5%) in any given year, i.e. the benefit is 5%-5%-5% and not 5%-10%-15%.

Section 4. Uniforms

The Town agrees to furnish uniforms for the custodians at the Town Hall and Police Departments and the employees of the Public Health Department, excluding the clerk.

The Town further agrees to provide all custodians an annual payment of one hundred fifty (\$150.00) dollars to be utilized toward the purchase of work shoes and an annual payment of one hundred twenty five (\$125.00) dollars to be utilized toward the purchase of a winter jacket. (The time for such payment to be agreed by the parties.) Eye glasses or articles of personal clothing damaged in the course of employment through no fault of the employee will be replaced by the Town.

Section 5. Special License, Equipment and Foul Weather Gear

The employer agrees to pay for any special license fees or reimburse the employee for any special license fees, exclusive of regular or Class 1 or 2 Motor Vehicle license fees, which the employer specifically requires an employee to obtain to perform the duties assigned.

The employer agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement. All such material, equipment and tools to remain the property of the Town of Stoughton and to be stored on the Town premises.

Section 6. Coffee Breaks

Employees covered by this Agreement shall be allowed two (2) fifteen minute breaks per day. Effective July 1, 2021, employees covered by this Agreement shall be entitled to one (1) fifteen minute break per day. In lieu of a second fifteen minute break per day which employees had been entitled to prior to July 1, 2021, effective that day employees covered by this Agreement shall be entitled to have one (1) hour per week of floating time added to their paid leave, such leave to be taken in accordance with the provisions governing use of vacation leave and/or earned time under this Agreement. Use of floating time shall not

interrupt an employee's perfect attendance record for purposes of computation of earned time.

Section 7. Working Out of Classification

Any employee temporarily assuming the duties and responsibilities of another employee with a higher wage classification (step and/or grade) for seven (7) or more consecutive days shall receive the pay of such higher wage classification for each day which such employee performs those duties and responsibilities.

ARTICLE VIII
FILLING OF VACANCIES

Section 1. Filling of Vacancies

a. When a vacancy occurs in a department, the department head will so advise the Town Manager. Whenever possible, it shall be the policy of the Town to promote qualified personnel, based on seniority, from the various Town departments to fill vacancies. Employees holding full-time positions, then permanent, part-time employees, who are qualified, shall be considered first when filling vacancies to permanent positions before going outside. All positions shall be filled on merit and fitness alone.

b. Ranges for positions shall be as follows:

S-3 through S-6
S-4 through S-7
S-5 through S-8
S-6 through S-9
S-7 through S-10

N-3 through N-6
N-4 through N-7
N-5 through N-8
N-6 through N-9
N-7 through N-10
N-8 through N-11
N-9 through N-12

c. The Town agrees that in each department, the Town will post a notice on the department bulletin board of any prospective job vacancy or newly created position in such department as soon as practicable after the Town has knowledge thereof. Such notice shall state a date not less than five (5) days after such posting within which it will receive applications for such vacancy or

position from eligible employees desiring to apply for such a job.

Section 2. Physician Examination

Every employee entering the service of the Town will be required to undergo a physical examination and/or a fitness for duty exam by a doctor selected by the Town Manager. Persons appointed to temporary or part-time positions may, at the discretion of the Town Manager, be required to take a physical examination.

ARTICLE IX
LIFE, HEALTH AND ACCIDENT INSURANCE

The Town agrees to provide Master medical coverage and life and accident coverage for employees who are members of the insurance group with the Town paying 50% of the premium. The Town also agrees to provide employees of the bargaining unit with an opportunity to participate in a plan whereby such employees who elect to participate will be able to pay for health and life insurance premiums with pre-tax dollars. The Town agrees to implement such a plan as soon as practicable.

ARTICLE X
DISCIPLINARY ACTION AND GRIEVANCE PROCEDURE

Section 1.

No employee who has completed a six months probationary period will be disciplined or discharged without just cause.

Section 2. Grievance Procedure

a. Step 1. A grievance shall be presented in writing by the employee or Association within ten (10) days of the occurrence or reasonable knowledge of the occurrence giving rise to it. It shall be the responsibility of the Department Head or his/her designee to consider any grievance presented and respond in writing within ten (10) days of receipt of the grievance.

b. Step 2. If the grievance is not resolved in Step 1, a written appeal may be entered by the employee or Association with the Town Manager or his/her designee who shall meet with the aggrieved employee and the Association and/or issue a decision within ten (10) days of presentation of the Appeal.

c. Step 3. If the grievance is not resolved at Step 2, the Association, but not any individual employee, may submit the

grievance to arbitration within twenty (20) days of the receipt of the Town Manager's decision, pursuant to the applicable rules of the American Arbitration Association of the Massachusetts Department of Labor Relations, whichever forum is selected by the filing party.

d. Step 4. The Arbitrator selected as herein provided shall be without authority to add to, subtract from or modify any provision of this Agreement.

ARTICLE XI
WAGES

Section 1.

All employees shall be placed on the Town's Job Classification/Compensation Plan effective July 1, 2014. The initial placement on the wage grid shall be accomplished via side letter between the parties. The parties acknowledge that such placement is inclusive of any amounts contemplated under any prior side agreements regarding individual employee pay rates that may have existed between them, e.g., Heather Genereaux, Joan Foley, and that such agreements are no longer effective.

An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2019, shall instead be paid at a personal rate that is two and one-half (2 $\frac{1}{2}$ %) percent above her/his then current rate of pay on June 30, 2019. An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2020, shall instead be paid at a personal rate that is two and one-half (2 $\frac{1}{2}$ %) percent above her/his then current rate of pay on June 30, 2020. Notwithstanding the provisions Article XI, Section 1, effective July 1, 2021, and in lieu of the wage increase to which an employee would otherwise be entitled under the Town's Job Classification/Compensation Plan, during the period of July 1, 2021 through June 30, 2022, an employee of the bargaining unit on that Plan shall instead receive a one and one-quarter (1 1/4%) percent wage increase over the wage rate which he/she received on June 30, 2021. An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2021, shall instead be paid at a personal rate that is one and one-quarter (1 1/4%) percent above her/his then current rate of pay on June 30, 2021.

Section 2.

Step raises will take effect for non-probationary employees on July 1 of each year. Probationary employees shall not receive a step raise until the July 1st that follows their satisfactory completion of their probationary period.

ARTICLE XII
PROTECTION OF WORK OPPORTUNITIES

Section 1.

Unit work performed by bargaining unit members will not be assigned to or performed by non-unit personnel.

Section 2.

The Town will not delete positions from the bargaining unit nor will it reclassify positions outside the bargaining unit without prior negotiations with the Association.

Section 3.

Nothing contained in this Article shall be construed to prohibit the Town from abolishing any position as part of a level of services decision.

ARTICLE XIII
NO STRIKE AGREEMENT

Section 1.

No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slowdown, or withholding of services in the form of a sick-out or otherwise. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, withholding of services or sick-out.

Section 2.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services or sick-out, the Association will forthwith disavow any such strike, work stoppage, slowdown,

withholding of services, or sick-out, and shall refuse to recognize any picket line established in connection therewith.

Section 3.

In consideration of the performance by the Association of the obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Association or its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Association.

Section 4.

The Town may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article.

ARTICLE XIV
REDUCTION IN FORCE

Section 1.

Except in unusual circumstances, the Association will be notified by the Town at least four (4) weeks in advance of any proposed reduction in force.

Section 2.

If a reduction in force is necessary with respect to employees employed in a clerical or administrative capacity, all regular part-time employees shall be laid off prior to any regular full-time employees unless the Town Manager determines that a particular part-time job function is essential. Thereafter, if regular full-time employees are to be laid off, they shall be laid off in the inverse order of seniority within job classification within the Department affected. Any employee subject to layoff shall retain the right to "bump" another employee with less seniority in a lower pay grade classification in the same Department. If there is no other employee with less seniority in the same Department, any employee subject to layoff will be permitted to bump a less senior employee in another Department, in the same or a lower job classification, with the express approval of the Town Manager. In exercising his sole and unreviewable discretion with respect to cross-Department bumping, the Town Manager shall consider the affected employees' qualifications and the duties of the positions concerned. If there is no other employee with less seniority in the same

Department, and if the Town Manager shall not approve a cross-Department bump, any employee subject to layoff shall be entitled to bump the least senior employee in the same or a lower pay grade classification, provided said employee possesses the skills, ability and training that is equal to or greater than the employee that is to be bumped.

Section 3.

If a reduction in force is necessary with respect to employees employed in a non-clerical or non-administrative capacity, those being, among others, public health department staff, custodial staff and bus drivers, all regular part-time employees shall be laid off prior to any regular full-time employees unless the Town Manager determines that a particular part-time job function is essential. Thereafter, if regular full-time employees are to be laid off, they shall be laid off in the inverse order of seniority within job classification within the Department affected.

Section 4.

Seniority shall be based upon total continuous length of service in the bargaining unit and shall include all authorized leaves of absence. Seniority of part-time employees shall be prorated. In the case of equal seniority, seniority shall be determined by the drawing of lots by such employees.

Section 5.

Employees who are laid off may request in writing to the Town Manager to be placed on recall. The period for which such employees are eligible to be recalled shall be equal to two (2) years or the period of time for which they were employed by the Town, whichever is less, as measured from the effective date of such layoff. Such employees shall be given preference for recall as vacancies develop to the same or similar positions for which they are qualified in the inverse order of their respective layoff. In the event of possible recall to a position other than that from which the employee was originally laid off, after input from the Association, the Town Manager shall have the sole discretion to determine whether or not the affected employee is qualified for such similar position.

Section 6.

In the event of recall, employees shall be notified by certified mail to their last address of record with the Town Manager and

must advise the Town of their acceptance of the position being offered within fifteen (15) days of receipt of the notice. It is expected that employees will make themselves available for re-employment within fifteen (15) days following acceptance of the position being filled, or sooner if practicable.

Section 7.

Employees recalled pursuant to the above provisions shall be credited with all service accrued prior to layoff for the purposes of placement on the salary schedule, entitlement to other benefits based upon length of service, and any previously unused sick leave.

Section 8.

To the extent permitted by applicable laws and the insurance carrier(s) concerned, laid off employees may continue group health and life insurance coverage during the recall period by reimbursing the Town for full premium cost. Failure to timely forward premium payments to the Town will terminate this option.

ARTICLE XV
PERFORMANCE EVALUATION COMMITTEE

The parties agree to establish a joint committee whose purpose will be to discuss and develop a performance evaluation process and instrument for members of the bargaining unit. Upon the request of the Town, the Association will designate up to two (2) members of the bargaining unit to serve on such committee. The parties agree that the committee shall establish concrete meeting dates and work in good faith to complete its task of developing a performance evaluation process and instrument by June 30, 2018.

ARTICLE XVI
CONVERSION OF ENTITLEMENTS TO HOURS

As soon as practicable after the date of execution of this Agreement, entitlement benefits for vacation leave, personal days, sick leave and earned time shall be credited and granted upon an hourly basis rather than a daily basis. This conversion is intended to permit the Town to keep track of leaves more efficiently under the Munis timekeeping software system.

For purposes of vacation leave, personal days and earned time, employees who are paid for a thirty-five (35) hour work week shall convert one (1) day of leave to seven (7) hours of leave, employees who are paid for a thirty-seven and one-half (37.5)

hour work week shall convert one (1) day of leave to seven and one-half (7 1/2) hours of leave and employees who are paid for a forty (40) hour work week shall convert one (1) day of leave to eight (8) hours of leave.

For purposes of sick leave, employees who paid for a thirty-five (35) hour work week shall earn nine and one-third (9.33) hours of leave per month, employees who are paid for a thirty-seven and one-half (37.5) hour work week shall earn ten (10) hours of leave per month and employees who are paid for a forty (40) hour work week shall earn ten and two-thirds (10.67) hours of leave per month.

ARTICLE XVII
DURATION

The duration of this contract shall be from July 1, 2019 to and including June 30, 2022. Notification of proposed bargaining for a subsequent contract shall be sent to the Town Manager's Office on or after February 1, 2022.

IN WITNESS WHEREOF, the said Town of Stoughton has caused this instrument to be executed and its corporate seal to be affixed as of the day and year first written and the Town Hall Employees Association has caused this instrument to be signed by its Bargaining Committee, thereunto duly authorized, as of this day and year first above written.

Town of Stoughton, by its duly authorized representative:

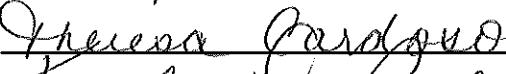


TOWN MANAGER

Dated: 5/5/2022

Town Hall Employees Association, by its duly authorized representatives:







BARGAINING COMMITTEE

Dated: 5/5/2022

Ratified by
BOARD OF SELECTMEN:

Debra C Roberts
Sgt
Scott Carrara

Jerry Feltz

Dated: May 10, 2022