

**THE TOWN OF STOUGHTON
AND
AFSCME LOCAL 362, COUNCIL 93
(FY2026-FY2028)**

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

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

GENERAL AGREEMENTS

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

ARTICLE 1, SECTION 1. AGREEMENT

Effective July 1, 2025, amend Article 1, Section 1 by adding the underlined, emboldened language as follows:

The employer agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement which is contrary to this Agreement.

The Agreement Shall remain in effect during good faith negotiations and shall continue to remain in full force and effect until such time as a new agreement is agreed upon.

ARTICLE 2, SECTION 2.

Amend Section 2 by deleting the language shown below with strikethrough and by adding language shown below as emboldened and underlined. Any Truck Drivers/Laborers who have not obtained a CDL shall be reclassified to Laborer.

The parties acknowledge that on August 5, 2015, the Massachusetts Legislature adopted Chapter 58 of the Acts of 2015, which exempted all positions in the Department of Public Works from the provisions of Civil Service, G.L. c. 31. The parties further acknowledge that said Act does not impair the Civil Service status of any employee who was employed in the Department of Public Works on or before August 5, 2015. 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 Manager reserves the right to fire and otherwise act in all personnel matters consistent with Civil Service procedures where those procedures have been applicable to a specific employee prior to the Special Act removing the Department from Civil Service.

~~Effective July 1, 2013, all new hires shall be required to obtain a CDL within twelve (12) months of hire and once obtained, must continue to possess a valid CDL as a condition of employment. All new hires, whose position requires that the employee hold a Commercial Driver's License ("CDL"), shall be required to obtain a CDL within twelve (12) months of hire and once obtained, must continue to possess a valid CDL as a condition of employment.~~ This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject of negotiations. Any matter not specifically covered by this Agreement is not part of this Agreement.

ARTICLE 3, SECTION 2. EMPLOYEE FILES

Effective July 1, 2025, amend Article 3, Section 2(f) by adding the underlined, emboldened language as follows:

Any notation in an employee's personnel file concerning an accident involving the employee will be removed from the employee's personnel file after two (2) years from the date of the accident unless the employee has been in an accident during that two (2) year period, in which case the two (2) year period will run from the most current accident. Accidents which are deemed no-fault accidents shall not be noted in an employee's personnel file.

ARTICLE 4, SECTION 2. OVERTIME

Effective July 1, 2025, amend Article 4, Section 2(c) by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

Section 2(c) Effective July 1, 2019~~2025~~, it is agreed upon that when Public Works Department employees are engaged in any type of ice and snow related activities, they shall receive a ~~fifteen (15%)~~~~ten (10%)~~ percent stipend, above their regular pay rate, for overtime hours worked, to include weekends and holidays. This is on overtime rate only.

ARTICLE 4, SECTION 2. OVERTIME

Effective July 1, 2025, amend Article 4, Section 2(e) by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

The current practice regarding eligibility for overtime shall be maintained. Employees with the approval of the Superintendent of Public Works, including Water Department employees, may elect to take compensatory time, paid at time and one-half, and Sunday and Holidays paid at double time and a half in lieu of cash payments for overtime for hours in active pay status more than forty (40) hours in a calendar week. The maximum accrual of compensatory time shall be eighty-(80) one hundred twenty (120) hours. The use of compensatory time shall be limited to one hundred twenty (120) hours per fiscal year. Employees must declare their election of compensatory time ~~prior to working overtime within twenty-four (24) hours of working the overtime~~, but in no case after the pay period in which the overtime is worked ends. Opportunities for employees to work overtime will not be affected by their election of cash or compensatory time. An employee's

schedule will not be changed to avoid the payment of overtime or accrual of compensatory time.

Prior to utilizing compensatory time, the employee shall be required to have all but 40 hours of accrued vacation time scheduled for use and shall be required to use compensatory time within a scheduled time limit set by the Superintendent. The accrual and use of such compensatory time will be granted in a fair and equitable manner. All unused compensatory time will be paid upon an employee's retirement, upon death to the employee's estate, at the present rate which hours physically worked must be compensated. All decisions by the Superintendent under this Section shall not be subject to the arbitration procedure. An expedited grievance process for disputes that arise over requests to use compensatory time under this section will be followed under which the Town Manager or his/her designee shall decide such grievances within seventy-two (72) hours of their being submitted to him/her. The decision of the Town Manager or designee on such grievances shall be final and not subject to arbitration. Effective July 1, 2014, employees Employees will be permitted to cash in accrued compensatory time twice per fiscal year, payable in the last payroll in June and the last payroll in December within six (6) months of the accrual of said time. Notice must be given by June May 1st in order to receive payment by in the last payroll in June 30th or December.

ARTICLE 4, SECTION 3. WORKING OUT OF GRADE

Effective July 1, 2025, amend Article 4, Section 3(a) by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

As appointed by the Superintendent or designee, if a ~~man~~ an employee works four (4) hours in a higher classification, he shall receive eight (8) hours' pay at that classification for that particular day. This section does not apply to overtime work outside of regular hours.

ARTICLE 4, SECTION 4. CREW SIZE

Effective July 1, 2025, amend Article 4, Section 4 by adding the underlined, emboldened language as follows:

*For purposes of this section, confined space shall be defined as a space which contains or has the potential to contain a hazardous atmosphere; contains material that has the potential to engulf an entrant; has walls that converge inward or floors that slope downward and taper into a smaller area which could trap or asphyxiate an entrant; or contains any other recognized safety or health hazard, such as unguarded machinery, exposed live wires, or heat stress, including water stations, manholes and trenches. The job grade from which the second employee will be assigned for spot sanding under this section shall be determined on a case by case basis by the Superintendent or his designee in his/her sole discretion. Within each job grade, the spot sanding duties will be offered on a rotating basis.

ARTICLE 5, SECTION 5. PAID HOLIDAYS

Effective July 1, 2025, amend Article 5, Section 5(b) deleting the text shown in strikethrough as follows:

Should any holiday fall on a Saturday, the department shall close down on the preceding day, Friday, except for the necessary operations. ~~These employees working on necessary operations, which must include personnel to answer telephone complaints and inquiries, shall receive compensating time off the following week or as soon as possible.~~

ARTICLE 5, SECTION 6(A). UNIFORMS

Effective July 1, 2025, amend Article 5, Section 6(a) by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

The Town agrees to furnish three (3) five (5) changes of work clothing (consisting of eleven (11) sets of shirts and trousers) per week per employee and five (5) summer shirts, (5) winter long sleeve shirts and (2) winter hoodies for the members of the Public Works and Water & Sewer departments~~Department~~.

ARTICLE 5, SECTION 6(C). UNIFORMS

Effective July 1, 2025, amend Article 5, Section 6(c) by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

Uniforms and steel toed/**Composite toed** boots bought or rented by the Town must be worn by employees while they are working.

ARTICLE 5, SECTION 8. TUITION REIMBURSEMENT

Effective July 1, 2025, amend Article 5, Section 8 by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

Tuition reimbursement for job related classes will be provided by the Town, depending on the cost of the course. Upon proof of successful completion of the course, the employee will be reimbursed up to **\$750.00 (\$1000)** per year per employee. Courses must be pre-approved by both the Superintendent and the Town Manager, and their decisions will not be subject to the grievance and arbitration procedure.

ARTICLE 6, SECTION 1. SICK LEAVE

Effective July 1, 2025, amend Article 6, Section 1 by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

Sick leave shall be earned at the rate of 10.667 hours per month with accumulation unlimited. Effective July 1, 2020, the annual ~~accurate~~ **accrual** rate shall be reduced to 9.333 hours per month with accumulation unlimited. Effective July 1, 2014, sick leave for the fiscal year will be credited to employees in full on July 1st. Any sick leave of a duration of **three (3) or more** ~~more than three (3)~~ consecutive work shifts or when the total number of sick leave ~~incidencies~~ **incidents** exceeds seven (7) for the fiscal year, if the Superintendent so requests, shall be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave. For the purposes of this section, a sick leave ~~incidence~~ **incident** shall be defined as the use of sick leave for one (1) or more consecutive workdays. When circumstances reasonably warrant the same, the Town may at any time in its discretion, require a medical examination to determine eligibility for usage of sick leave 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. All return to duty notes shall contain a statement from the employee's physician that reflects that the physician is aware of the specific position or job duties that he/she is clearing the employee for a return to duty.

ARTICLE 6, SECTION 1. SICK LEAVE POSTING

Effective July 1, 2025, amend Article 6, Section 1(a) by deleting the section in its entirety.

ARTICLE 6, SECTION 1. EARNED TIME

Effective July 1, 2025, amend Article 6, Section 1(b) by adding the underlined, emboldened language as follows:

Effective July 1, 2020, full-time employees with perfect attendance at work in any calendar month shall have 4.0 hours (1/2 day) added to their vacation time up to a maximum of forty-eight hours (6 days) per year. Requests to use earned time may be denied by the Superintendent for good cause.

ARTICLE 6, SECTION 2. DEATH LEAVE

Effective July 1, 2025, amend Article 6, Section 2 by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

Section 2. Death Leave Bereavement Leave

ARTICLE 6, SECTION 2. MATERNITY LEAVE

Effective July 1, 2025, amend Article 6, Section 5 by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

Section 5. Maternity Leave Parental Leave

ARTICLE 6, SECTION 6. MILITARY LEAVE

Effective July 1, 2025, amend Article 6, Section 6 by deleting the text shown in strikethrough and adding the underlined, emboldened language as follows:

Regular full-time employees who are in the Armed Services Reserves or National Guard and are called to temporary military duty ~~not exceeding two (2) weeks in any twelve (12) month period~~, shall receive the difference in pay between their regular Town pay and their Military pay. Vacation days accrued will not be affected by military duty. This provision does not include payments to members of the National Guard who may be mobilized during an emergency in the Commonwealth. Proof of service shall be submitted to the employee's Department Head and a copy to the Human Resources Director. Regular full-time employees, who are in the Armed Services Reserves, National Guard, or Air National Guard and are called to active federal military duty, shall receive, pursuant to MGL Chapter 137, the difference in pay between their regular Town pay and their Military pay. This shall not include shift differential pay, hazardous duty pay, overtime pay, or any additional compensation. Vacation days accrued, sick leave, absence for personal reasons, or other leave with pay benefits will not be reduced or affected by military duty. Said employee shall not lose any seniority status while on duty.

Time Spent on orders and/or deployment will be excused. Differential pay will be based off of 40 hours M-F schedule.

ARTICLE 8, SECTION 2. WAGES

Effective July 1, 2025, amend Article 8, Section 2 by deleting said section in its entirety and replacing it with the following:

Effective July 1, 2025, increase rates set forth in Section A by additional 3.0% as shown on the scale attached as Appendix A. Employees who are being paid at a rate that does not appear in Section A shall have their rate increased by 3.0% as well effective July 1, 2025.

Effective July 1, 2026, increase rates set forth in Section A by additional 2.5% as shown on the scale attached as Appendix A. Employees who are being paid at a rate that does not appear in Section A shall have their rate increased by 2.5% as well effective July 1, 2026.

Effective July 1, 2027, increase rates set forth in Section A by additional 3.0% as shown on the scale attached as Appendix A. With new Grades 2, 4, and 7, all other Grades to be renumbered as shown on the scale below. Employees who are being paid at a rate that does not appear in Section A shall have their rate increased by 3.0% as well effective July 1, 2025.

Effective July 1, 2027, those Laborers, who obtain and maintain 4 of the following licenses Hoisting Engineer (1A, 1B, 2A, 2B, 4E, or 4G); Pesticide Applicator; Certified Welder; Certified Mechanic; Water Distribution (1D, 2D, or 3D); Water Treatment (1T, 2T, or 3T); Collection Systems (1M, 2M or 3M); Wastewater Operator (1M, 2M, 3M); or OSHA (30 hr. cert. or 40 hr. cert.) shall be reclassified as Skilled Laborers at Grade 2.

Effective July 1, 2027, the Town shall post for Truck Driver 2/Laborer positions, filling 9 said positions, immediately upon funding. All qualified employees may apply for said positions, to be selected by the Town Manager in his discretion.

Effective July 1, 2027, all qualified employees in the title Pump Operator 1 shall be moved to old Grade 2, new Grade 3.

Effective July 1, 2027, all qualified employees in the title Pump Operator 2 shall be moved to old Grade 3, new Grade 5

Effective July 1, 2027, all qualified mechanics and foremen shall be moved to Grade 7; those without certifications/licenses required in the job description shall be red circled at their original Grade (old Grade 4, new Grade 6).

ARTICLE 17 PERFORMANCE EVALUATION

Amend Article XVI by deleting the language shown below in strikethrough and by adding the underlined language as shown below:

~~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, 2017.~~

The Town may annual evaluate the performance of public works employees using the form attached hereto as Exhibit B.

ARTICLE 18 REDUCTION IN FORCE AND RECALL

Effective July 1, 2025, amend Article 18 by deleting it in its entirety and replacing it with the following:

Section 1: Notice to the Union

- A. In the event that the Employer determines the need for a reduction in the work force, it will notify the Union at least forty-five (45) days prior to the layoff, except for good cause.
- B. Within thirty (30) days of that notification, the Employer shall meet with the Union to discuss the impact of the layoff on the affected employee(s). The town will provide the Union with a list of positions to be laid off and a seniority list of all the employees in the bargaining unit.
- C. In the event of an actual layoff, the Town will notify the least senior employee(s) in the affected classifications in writing not less than Thirty (30) days in advance of the layoff date.

Section 2: Reduction Process

A. Definition

Seniority as used herein shall mean an employee's length of continuous full-time service within the employee's job classification for layoff purposes and with the Department for bumping purposes. Employees designated by the Union as Stewards shall have "superseniority", i.e. seniority over all other employees irrespective of their length of service for purposes of layoffs and bumping rights.

B. Reduction in Force Procedure

Step 1. A review shall be made of the employees in the affected job classification. The least senior employee shall be declared excess.

Step 2. Employee(s) declared excess in Step 1 shall have the right to "bump" employees with less seniority in a lower job classification so long as they are qualified to perform the duties of the position to which they are looking to bump. There shall be no upward bumping.

C. Recall

1. Employees terminated as a result of a reduction in force shall have recall rights to permanent vacancies that arise in the same or lower job classification from which they were laid off for five (5) years from the effective date of termination. In order to be eligible for recall, the employee must be qualified to perform the duties of the vacant position. The most recently laid off employee will be recalled first, so long as the vacancy is in the same or lower job classification from which the employee was laid off from.
2. Employees shall have four (4) weeks from the date of the notice of recall in which to accept the recall. Employees who refuse the recall or who fail to timely respond to the notice of recall shall lose all rights to recall. Notice sent to the Employee's last known address as appearing on the Town's records shall be valid notice. It shall be the employee's responsibility to ensure that the most current address is on file with the Town
3. Seniority shall not accumulate during the period of time an employee is entitled to recall rights.
4. The rate of pay in a recalled job shall be the rate of pay of the job to which the employee is recalled.

NEW ARTICLE, ARTICLE 21 VEHICLE USE POLICY

Add Article XXI-Vehicle Use Policy as shown below:

All employees shall adhere to the Town's Vehicle Use Policy.

HOUSEKEEPING

The Parties agree to amend the final integrated CBA based on a redlined CBA containing the non-substantive changes, which include correction of grammatical errors, renumbering and reformatting, where necessary.

The Parties agree to accept the revised Job Descriptions dated 10/8/25 and attached as Exhibit C.

**AFSCME LOCAL 362,
COUNCIL 93**

TO SUCCESSION,
COUNCIL 93

Barry R. Wolf

Date: 10/8/2025

TOWN OF STOUGHTON

Jeanne M. Goff
Paul D. Goff
Debra C. Roberts

Saeed Mith
Shah

Date: 10/21/2025

Approved as to legal form:

NOTMSE

Kate Feodoroff, Labor Counsel

Exhibit A

FY26 (7-1-25)	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 - 5YR	STEP 6 - 15 YR	STEP 7 -25 YR
						1%	1.75%	3%
LABORER	1	26.34	26.73	27.13	27.53	27.81	28.29	29.14
TRUCK DRIVER	2	28.76	29.21	29.63	30.08	30.38	30.91	31.84
OPERATOR	3	31.58	32.05	32.53	33.02	33.35	33.93	34.95
FOREMAN	4	35.38	35.92	36.45	37.00	37.37	38.03	39.17

FY27 (7-1-26)	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 - 5YR	STEP 6 - 15 YR	STEP 7 -25 YR
						1%	1.75%	3%
LABORER	1	27.00	27.40	27.81	28.22	28.50	29.00	29.87
TRUCK DRIVER	2	29.48	29.94	30.37	30.83	31.14	31.68	32.63
OPERATOR	3	32.36	32.85	33.35	33.84	34.18	34.78	35.82
FOREMAN	4	36.27	36.82	37.36	37.93	38.31	38.98	40.15

FY28 (7-1-27)	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 - 5YR	STEP 6 - 15 YR	STEP 7 -25 YR
						1%	1.75%	3%
LABORER	1	27.81	28.22	28.64	29.07	29.36	29.87	30.77
SKILLED LABOER*	2	29.09	29.53	29.96	30.41	30.72	31.25	32.19
TRUCK DRIVER I & PS1	3	30.36	30.84	31.28	31.75	32.07	32.63	33.61
TRUCK DRIVER 2* & PS2	4	31.85	32.34	32.81	33.31	33.64	34.23	35.25
OPERATOR	5	33.34	33.83	34.35	34.86	35.21	35.82	36.90
Grandfathered Foreman	6	37.35	37.92	38.48	39.07	39.46	40.15	41.35
Mechanics/Foreman	7	41.09	41.72	42.33	42.97	43.40	44.16	45.49

*Skilled Laborers shall hold a minimum of 4 of the following certifications: OSHA 10, CDL, Hoisting engineer, Work Zone safety, Competent person, Confined Space/Trench safety, Driver safety, Chain saw and/or Tool safety

**Truck Driver 2 shall be those who are assigned to drive the trucks

Exhibit B

TOWN OF STOUGHTON ~ DEPARTMENT OF PUBLIC WORKS PERFORMANCE EVALUATION FORM

EMPLOYEE NAME: _____

POSITION TITLE: _____

DEPARTMENT: _____

EVALUATOR NAME: _____

EVALUATOR TITLE: _____

RATING LEVELS AND DEFINITIONS

The following levels and definitions are to be used in evaluating the employee's performance in each criterion. Ratings must be in whole numbers. Ratings of 5 should accompany a written improvement action plan with specific examples of performance justifying the rating.

Level 1 – Excellent, outstanding performance. The employee consistently performs above and beyond the expectations of the position with respect to the criterion listed.

Level 2 – Good, above average performance. The employee consistently meets, and occasionally exceeds, the expectations of the position with respect to the criterion listed.

Level 3 – Acceptable performance. The employee meets the expectations of the position in an acceptable and satisfactory manner. Some further development is encouraged and supported.

Level 4 – Below average performance. The employee does not meet the expectations of the position, and regardless of the cause, improvement is necessary.

Level 5 – Poor, unacceptable performance. The employee does not meet the expectations or requirements of the position. Performance is clearly unsatisfactory and immediate improvement must occur. A written action plan for improvement must accompany this form.

EVALUATION CHART

To be used in conjunction with employee's job description.

CATEGORY	RATING (1-5)	COMMENTS
JOB KNOWLEDGE. The extent to which the employee possesses the knowledge and skills for both the major and minor components of performing his or her job functions; understands where the job fits into the overall mission of his or her Department and the Town; contributes to the effectiveness of his or her Department; and performs all requirements of his or her job description.		

CATEGORY	RATING (1-5)	COMMENTS
ACCOUNTABILITY/DEPENDABILITY. Extent to which the employee is punctual; demonstrates initiative and resourcefulness; accepts feedback in a positive manner and works to improve performance; and is willing to participate in further training or education for advancement of personal skills and overall job proficiency.		
TEAMWORK AND COOPERATION. The extent to which the employee works in harmony with others and functions as a team member to work more efficiently; willingly offers or accepts assistance when appropriate; adapts positively to changes in the work setting; and respects fellow co-workers and demonstrates professional demeanor in all situations.		
CUSTOMER SERVICE/HOSPITALITY. Extent to which the employee is cordial, courteous, and professional when working with other staff, supervisors, vendors, and members of the public; is patient, listens attentively, and prioritizes the concerns of those being served by the Department over the self; and maintains a positive attitude and energy level, keeps calm in critical situations, and effectively assists the public.		
INTERPERSONAL/COMMUNICATION SKILLS. Extent to which the employee communicates with clarity and conciseness both orally and in writing; clearly, accurately and positively represents and follows policies and procedures of both the Department and the Town; and is considerate of the diversity of people and cultures that interact with the Department and the Town.		
PRODUCTIVITY. Extent to which the employee is prompt in completing assignments and meets deadlines as assigned, communicates reasons for extensions when needed; consistently produces work that meets or exceeds Town quality standards; effectively budgets time, is well-organized and focused; performs job functions with accuracy, versatility, and in a timely manner; functions with minimal supervision; and develops and organizes planning to achieve completion of goals and objectives as communicated with his or her supervisor(s).		
JUDGMENT/PROBLEM SOLVING. Extent to which employee identifies causes, makes sound and logical job-related decisions that are in the best interest of the Town and the Department; open to new ideas, programs, systems, and/or structures; recognizes when supervisory intervention is appropriate and/or necessary for problem resolution; and correctly determines priorities according to Department needs.		

By signing below, I acknowledge that I have participated in my performance review process and have received a copy of my performance evaluation form.

Employee's Signature

Date

Supervisor's Signature

Date

DPW MOA Cost Analysis

Move to Water and Sewer Departments - \$34,265.00

Sewer	6044001	\$	10,460.88
Water	6145001	\$	23,803.20
		\$	34,264.08

Move to DPW Departments - \$55,896.00

Parks	0165001	\$	9,938.88
Sanitation	0143301	\$	25,410.96
Highway	0142101	\$	20,545.92
		\$	55,895.76

Total FY26 Cost Estimate	\$	90,159.84
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FY27 Cost Estimate **\$102,681.40**

FY28 Cost Estimate **\$124,406.07**