

**AGREEMENT BETWEEN
THE TOWN OF WRENTHAM
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, AFL-CIO-CLC, LOCAL
DEPARTMENT OF PUBLIC WORKS**

Effective July 1, 2022 - June 30, 2025

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ARTICLE 1 - RECOGNITION

Section 1

The employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to wages, hours, and other terms and conditions of employment of all Employees of the Department of Public Works. Job classifications covered by this agreement include: Office Manager, Administrative Assistant, Highway Division Manager, Water Division Manager, Fleet Division Manager, Parks and Cemeteries Division Manager, Supervisor Maintenance Mechanic, Equipment Operator, Water Technician, Laborer and Laborer/Operator. Positions excluded by this agreement are the Department of Public Works Superintendent, Assistant Director of Public Works, all seasonal, temporary and casual employees.

Section 2

The term Employee(s), as used throughout this Agreement, shall refer to Employees currently or hereafter within the Bargaining Union and on the payroll of the Town, unless otherwise specifically indicated.

ARTICLE 2 - MANAGEMENT RIGHTS

The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority concerning the management of Department of Public Works except where such rights, powers and authority are specifically limited by provisions of this Agreement. It shall have the sole prerogative of management including, but not limited to the following:

To determine the care, maintenance and operation of equipment and property used for or on behalf of the purpose of the Department of Public Works.

To accomplish or continue policies, practices and procedures for the conduct of the Department of Public Works business and from time to time to change or abolish such policies or procedures.

To discontinue processes or operations or to discontinue their performance by Employees.

To select and to the number and types of Employees required to perform the Department of Public Works operations.

To employ, transfer, promote or demote Employees, or to layoff, terminate or otherwise relieve Employees from duty for lack of work or just cause when it shall be in the best interest of the Town or Department of Public Works.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Department of Public Works provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by Employees.

The above rights, powers and authority are inherent in the Town and are not subject to review or determination on any grievance or arbitration procedure, except where such rights, powers and authority are specifically limited by provisions of the Agreement as previously set forth in the first section of this Article.

ARTICLE 3 - DISCRIMINATION

Section 1

The Employer agrees not to discriminate against any Employee, or applicant for a position in the Bargaining Unit covered by the Agreement, on account of race, color, creed, national origin, sex, age, handicap status or sexual preference of such Employee or applicant or on account of any activities of an Employee which are protected by law.

Section 2

The Employer and the Union agree that neither shall intimidate or coerce any Employee in the exercise of his rights under Massachusetts General Laws, Chapter 150E.

ARTICLE 4 - UNION SECURITY

Section 1

No bargaining unit employee will be required as a condition of employment to pay Union membership dues. The Town will not deduct monthly Union membership dues from the paychecks of a bargaining unit employee until the employee has provided the Town with a voluntary written authorization for deduction of membership dues. Newly hired Employees who have submitted written authorization for deductions shall commence the payment of such fees as of the 31st day of their employment with the Town.

Section 2

- A. The Employer agrees to deduct, during the life of this Agreement, monthly Union membership dues from the pay of each Employee who has submitted written authorization for such deductions to said Employer. Such deductions are thereupon to be remitted to the Union Treasurer whose name and address are to be submitted to the Employer immediately upon the execution of the Agreement. An Employee may withdraw his or her deduction authorization by giving the Employer and the Union written notice of such revocation not less than sixty (60) days prior to the proposed date of termination of such deduction. It is understood by the parties hereto that entitlement to pay by an Employee is, in any event, a condition precedent to the deduction of dues therefrom.
- B. The Employer agrees to submit to the Union a list of names of the Employees from whose pay dues have been deducted and the amount of dues deducted from each individual. Said information will be given to the Union at such times as the dues deductions are transmitted thereto.

Section 3

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of and by reason of the Employer's compliance with Sections 2A and 2B of this Article 4 or reliance on any list, notice, or assignment furnished thereunder.

Section 4

The Union shall have access to bulletin boards designated by the Employer for posting notices to inform Employees of matters involving Union activities and collective bargaining matters. The Union agrees that no notice shall be posted unless it has first been signed by an official representative of the Union. Such notices shall require approval of the Employer before posting, and each such notice shall bear a terminal date in order to insure an orderly display of notices. The Union further agrees not to post such notices elsewhere on the Employer's premises.

Section 5

The Employer shall make available to the Union each year, within thirty (30) days after the signing of this Agreement or within thirty (30) days after the anniversary date of said Agreement, or as soon thereafter as is feasible, a list of Employees in the Bargaining Unit, showing their seniority dates, job descriptions, rates of pay and pay increment steps. Within thirty (30) days after a new Employee has been placed on the payroll, or as soon thereafter as is feasible, the Employer shall apprise the union in writing of the name, job classification, rate of pay, and pay increment step of such employee. Within thirty (30) days after any change in an Employee's job status with the Town, such as resignation, termination, transfer, or promotion, or as soon thereafter as is feasible, the Employer shall inform the Union in writing of such change.

ARTICLE 5 - UNION BUSINESS

Section 1

Contract negotiations between the Union and the Employer shall be conducted at mutually agreeable times. All time spent in such negotiations by Union representatives during the course of the working day shall be done without loss of pay. The number of Employees on the Union negotiating committee shall not exceed three (3) plus one (1) alternate.

Section 2

The transaction of official union business of an urgent nature shall be permitted during working hours with prior approval of the Superintendent of the Department of Public Works required, and the Union representative(s) directly attending to such business, the number of which shall also require prior approval of said Superintendent, shall do so without loss of pay.

Section 3

The Union President or a designated alternate shall be granted a leave of absence of up to ten (10) days without pay in any calendar year to attend International Federation of Professional & Technical Engineers, AFL-CIO-CLC Conventions.

Section 4

The Union agrees that no Union activities, except otherwise provided in this Agreement, shall take place on the Employer's property during working hours.

ARTICLE 6 - COMPENSATION

SCHEDULE A designates the hourly rate of pay established for each Pay Grade and provides for (a) a starting and maximum hourly wage by Pay Grade and (b) annual increments in accordance with the following conditions:

1. Within SCHEDULE A compensation is listed the hourly rate of pay for the Pay Grade as indicated for each position below:

Grade	Job Title	Certification*
A	Highway Manager Water Division Manager Fleet Division Manager Parks and Cemeteries Division Manager	
BB	Supervisor D2 & T2	D2 & T2
B	Supervisor	CDL B & H2B
CCC	Water Technician D2 & T2	D2 & T2
CC	Water Technician D2	D2 & T1
C	Supervisor	CDL B & H2B
C	Water Technician I	D1 or T1
C	Equipment Operator	D1 or T1
C	Office Manager	
D	Equipment Operator	CDL B & H2B
D	Water Technician	CDL B & H2B
E	Laborer/Operator	CDL B & H2B
E	Administrative Assistant	
E	Laborer	

*References to D and/or T certification means valid Massachusetts Operator of Drinking Water Supply Facilities Certification and/or valid Massachusetts Operator of Drinking Water Supply Facilities Certification as required by the Town's water system. Employees in Job Classifications "without D or T water licenses" are eligible to upgrade to the next higher Pay Grade by obtaining and maintaining a D-1 license. CDL B means a valid Massachusetts Commercial Driver's License Class B, and H2B means a valid Massachusetts Hoisting Engineer License Class 2B.

2. Part-time Employees shall be paid at the hourly rate specified or at a determined percentage of the weekly rate listed commensurate with time worked.
3. The payment of step rate increases as provided for in the plan shall be based upon merit and become effective on the anniversary date of employment, subject to the approval of the Superintendent of Public Works.
4. In the event of the promotion of an Employee from one grade to another, his starting salary at the new grade shall be at that step for which the wage is higher but most nearly meets the wage being received previous to promotion.

5. In the adoption of SCHEDULE A, it is not intended to reduce the compensation of any employee in effect previous to its adoption. Any such rate of pay shall remain at its present level until such time as, through adjustment in the Compensation Plan, compensation for such an Employee is equaled or exceeded by said plan, at which time such salary or wage shall be brought into compliance with said plan.
6. Employees entering the service of the Town shall be employed at the first step of the applicable classification, except that the Superintendent, with the approval of the Town Administrator, shall have the discretion to hire the person at a higher step than the first.
7. Not more than one step rate can be granted within one year's time except that the Superintendent, with the approval of the Town Administrator, has the discretion to grant up to a 2 step increase for outstanding performance. Performance Evaluations will be conducted annually by Division Manager with final sign off by Superintendent. A sub-committee will be set up to agree to final evaluation format and performance standards.
8. No pay shall be reduced as a result of consolidation of divisions or lateral transfer to a lower grade, when an Employee has received an existing pay rate above the maximum of his new job classification. This rate becomes a personal rate and applies only to the present incumbent. The Employee will maintain his existing rate until the rate of his new classification equals or exceeds his existing rate. When his employment ends no successor shall advance beyond the maximum for the job.
9. PERSONS TO PERFORM DUTIES OF LOWER GRADES. Each Employee within one grade shall be required to perform the duties of that particular grade and in addition perform the duties of all other positions in grades below that in which he is classified.
10. PERFORMANCE OF DUTIES OF HIGHER GRADES WITHIN THE BARGAINING UNIT. When an employee of a higher grade is absent for any reason, another employee may be required to perform the duties of a higher grade within the bargaining unit as per the employee's job description. An employee will be appointed by the Superintendent or his designee, in writing, to perform the full duties of a higher grade, the employee shall be compensated starting with the first day of assignment, at the higher grade at the step of that grade is closest to, but exceeds his/her regular rate of pay.
11. All permanent full-time employees for whom a college degree is not a requirement for the position and who have earned and received a degree from an accredited college or university in courses related to the maintenance and improvement of skills in their own job classification shall annually receive monies in addition to the salaries listed under the Salary Schedule of the Wage and Salary By-law which are to be prorated on a weekly basis.

Upon the recommendation of the Superintendent and with the approval of the Town Administrator, shall determine the acceptability of an associate degree, bachelor degree or master's degree.

Additional compensation shall be paid under this by-law in accordance with the following schedule per fiscal year:

for an associate degree \$500
 for a bachelor degree \$1000
 for a master's degree \$2000

All public works employees receiving education compensation under the bargaining agreement in existence prior to July 1, 2004 shall be grandfathered and continue to receive this benefit for the duration of their employment with the Town of Wrentham in that position.

12. The Town Administrator has approved the following list of annual stipends that may be paid to an employee of the Department of Public Works who obtains and maintains a listed license or certification, provided it is not a requirement of the employee's job.

The number of the bargaining unit employees eligible to receive any annual stipend may be limited at the discretion of the Superintendent and the Town Administrator, based on their evaluation of the need and usefulness to the department of the listed license or certification.

Stipends	
ASE Engine Repair - A1	\$250
ASE Automatic Transmission-Transaxle-A2	\$250
ASE Manual Drive Train and Axles- A3	\$250
ASE Suspension and Steering -A4	\$250
ASE Braking Systems - A5	\$250
ASE Electrical & Electronic Systems -A6	\$250
ASE Heating and Air Conditioning -A7	\$250
ASE Engine Performance -A8	\$250
Annual Bay State Roads Course (course = 6 Road Scholar Hours)	\$250
Asbestos Certification	\$250
Certified Arborist MAA	\$1,000
Confined Spaces (OSHA or Bay State Certification)	\$500
Cross Connection Certification	\$500
Hoisting License Class 4G	\$500
MA Commercial Pesticide App. Lic.	\$500
Water License above Job Requirement	\$500
2A License	\$250
1C License	\$250
Class "A" CDL	\$250
4E Catch Basin Truck	\$250
Electrician	\$1,000

- a. In order to be considered eligible, certification documentation shall be provided to Human Resources as they are achieved. Additionally, on an annual basis prior to November 1, the licenses shall be reviewed and deemed current and necessary by the Town Administrator prior to reimbursement.
- b. Upon approval of the Town Administrator and receipt by May 1, the Stipends shall be paid by the first payroll of the new fiscal year.
- c. The maximum total of annual stipend that any employee may receive will be \$2,000 (except that the Water Division Manager may receive a maximum total annual stipend of up to \$2,825). For instance, if an employee (other than the Water Division Manager) is eligible for two \$750 annual stipends and one \$1,000 stipend, the employee will receive no more than \$2,000 during the year applicable to the employee and no amount will be carried forward.

ARTICLE 7 - VACANCIES

Section 1

Notice of all permanent vacant positions in the Bargaining Unit shall be posted by the Employer in conspicuous places as practicable, within five (5) working days from the occurrence of such vacancies, and such notice shall be posted for a period of ten (10) working days. The Employer may, however, employ additional means of advertising such vacancies, although it will give preference in filling same to qualified members of the Bargaining Unit.

Section 2

Application by a member of the Bargaining Unit for a permanent vacant position to be granted consideration must be received by the Superintendent of Public Works or his designee within five (5) working days from the date on which notice of such vacancy was originally posted.

Section 3

In selecting an applicant to fill a permanent vacant position, the Employer shall give preference to qualified applicants from within the Bargaining Unit and shall, in any event, give primary consideration to the following factors in making its selection:

Ability, including physical fitness.

Experience related to the requirements of the position.

Training related to the requirements of the position.

Prior job performance, including efficiency, dependability and attendance

Section 4

The Applicant, other than a newly hired Employee, selected to fill a permanent vacant position or a newly-created position shall be in a probationary period of not more than six (6) months to determine whether such Employee can perform the functions of the particular position in a manner satisfactory to the Employer, provided that such probationary period may be waived or extended by agreement between the Union and the Employer. If, during the probationary period, it appears to the Employer that the Employee in question cannot perform the functions of the particular position in a satisfactory manner, the Employer reserves the right to remove said Employee from said position, in which event said Employee shall be returned to the position he held at

the time of his selection for the position in question or to an open position as similar thereto as is feasible. The Employer may submit a written report of the progress of the Employee in a probationary period to said Employee every two (2) weeks during the probationary period with a copy to be sent to the Union.

Section 5

Secondary and tertiary permanent vacant positions occurring as a result of the initial posting in accordance with this Article shall be posted in the same manner as required under Section 1 of this Article, and the filling of such positions shall be in accordance with Sections 2 and 3 of this Article.

Section 6

Posted notices of permanent vacant positions shall set forth the official title of such positions, the salary schedule therefore, the qualifications for and requirements of same, and, as applicable, the locations thereof.

Section 7

It is understood that the filling of all vacancies is the responsibility of the Employer, and that the Employer reserves to itself the right of final decision as to whom shall be appointed to fill any vacancy and as to whether a vacancy shall, in fact, be filled.

Section 8

It is further understood that the provisions of this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 8 - HOURS OF WORK

Section 1

It is understood and agreed that the regular payroll week for Employees shall run from 12:01 AM Sunday through 12:00 AM Midnight Saturday. The normal work week commences at 12:01 AM Monday through 12:00 Midnight Friday and there shall be no arbitrary changes in said work week. Any change in an Employee's regularly scheduled hours of work shall be based solely on the Employer's work requirements. The regular hours of work for non-summer hours shall be 8 1/2 consecutive hours from 7:00 a.m. - 3:30 p.m. Monday through Friday with an interruption of one-half hour for lunch period.

Section 1A - Highway Standby

Two (2) Highway Division Employees will be assigned to standby duty each week from November 1 through March 31 and each will be paid standby compensation of \$200 for a 7-day period.

The standby period will run for seven days from Friday at 3:30 p.m. to the following Friday at 3:30 p.m. While on standby duties, the Employee shall at all times be available at the cell phone and/or telephone number provided by the Employee as the number where the Employee may be reached, and the Employee will not travel more than twenty (20) miles from the DPW garage. Employees on standby duty will be the first Employees called and they are required to respond to all Highway/ Parks/ Cemetery related emergencies that occur outside regular work hours during the week.

In addition to the standby compensation, the Employees will be compensated at the applicable rate (holiday) for all hours that they actually work while on standby duty, subject to the call back guarantee in Article 9, Section 3, provided however, there will be only one call back pay guarantee in any one four (4) hour period.

During the first week of October of each year, the Superintendent will post a list of the standby weeks for the upcoming winter. Highway Employees will be permitted to sign up for standby weeks according to seniority. If any weeks remain unfilled after all Employees have been given an opportunity to select weeks, the Superintendent may order the least senior employee(s) to fill those weeks.

If an Employee who is scheduled to be on standby duty for a particular week is unable to fulfill the standby requirement, then it will be that Employee's responsibility to find another qualified employee to cover their standby, and submit the change using an approved Department of Public Works Shift Release Form to the Superintendent for prior approval. If, however, the Employee is unable to find a substitute, the Employee will be required to perform standby duty that week.

Section 1B - Water Division Standby

One (1) Water Division Employee will be assigned to emergency standby each week and will be paid stand-by compensation of \$200 for a 7-day period.

The standby period will run for seven days from Friday at 3:30 p.m. to the following Friday at 3:30 p.m., except during the Summer Work Hour Schedule, when standby will run from Thursday at 5:30 p.m. to the following Thursday at 5:30 p.m. While on standby duties, the Employee shall at all times be available at the cell phone and/or telephone number provided by the Employee as the number where the Employee may be reached, and the Employee will not travel more than twenty (20) miles from the Town of Wrentham. Employees on standby duty will be the first Employees called and they are required to respond to all Water Division emergencies that occur outside regular work hours during the week.

In addition to the standby compensation, the Employees will be compensated at the applicable rate (overtime, Sunday, holiday or regular) for all hours that they actually work while on standby duty, subject to the call back guarantee in Article 9, Section 3, provided however, there will be only one call back pay guarantee in any one four (4) hour period.

A rotating list, starting with the least senior Employee and moving to the most senior Employee will be established. Standby is not optional. All Water Division Employees will participate in standby when their turn comes up on the list. If an Employee is unable to fulfill the standby requirement, it will be that Employee's responsibility to find another qualified Employee to cover their standby and the change must be approved using a Department of Public Works Shift Release Form.

Section 2

There are hereby established the hours, days and weeks of work and the hours, days and weeks of leave without loss of pay, including, without limiting the generality of the foregoing, holiday leave, vacation leave and sick leave for all Employees covered by this contract.

Hours per Week -The hours of employment per week for Employees in all divisions shall be as follows:

Clerical -For full-time clerical personnel, the work week shall be forty (40) hours based upon five 8-hour days exclusive of lunch periods.

All Others -For all other Employees the work week shall be forty (40) hours based upon five 8-hour days exclusive of lunch periods.

All new full-time Employees will serve a probationary period of six (6) months continuous service in a full-time position funded by the Town.

Section 3 - Summer Work Hours

Normal Work Week

The Employees of the Department of Public Works shall work Monday through Thursday, four (4) ten-hour days, with the provision that one man from the Water Department work Monday through Friday with two (2) five (5) hour days in that five (5) day work week designated by the Superintendent. Whenever a work week contains a Holiday, all Employees shall revert to the normal work week, i.e., eight (8) hour work days.

This schedule would be effective the last Sunday in April through and including the last Saturday before Labor Day. During this time, should the Town Administrator, or the Union, wish to revert back to the normal 5 day work week, for just cause, the Town Administrator will meet with the Union to discuss its reason. The Town Administrator shall give the Union one week's notice of its intent from the date of said meeting.

Regular Hours

The regular hours of work shall be ten and one-half (10 1/2) consecutive hours from 7:00 AM to 5:30 PM with an interruption of one-half hour for lunch period.

Overtime

All hours worked in excess of ten (10) hours in one day or forty (40) hours in one week shall be considered overtime.

Sick Leave and Personal Days

Sick Leave and Personal Day guidelines shall be the same as stated in the Union Contract with the exception that an Employee shall be charged one and one-quarter (1 1/4) days for each ten (10) hour work day missed.

Vacations

Vacations will be based on the guidelines of the Contract and shall be paid and charged at a rate of one and one-quarter (1 1/4) days per ten (10) hour workday missed. Added (7/1/82)

ARTICLE 9 - OVERTIME

Section 1

Rotating rosters for overtime distribution will be posted on an Employee Bulletin Board. The rosters will be maintained according to seniority and will be kept current by the superintendent or his designee. All Employees shall have available to them their standing on the rosters. **This does not include summer/seasonal employees**

An Employee who does not wish to work overtime may provide written notification to that effect to the Superintendent, and his name will thereafter be removed from the appropriate rosters until further notice. An Employee may be reinstated to the rosters by providing written notice of his desire for reinstatement to the Superintendent. Upon receipt of that notification, the Superintendent will place the Employee's name back onto the appropriate rosters according to the Employee's seniority.

The Superintendent shall select from the applicable roster for the type of service required. The Superintendent may, however, assign a particular overtime opportunity or opportunities to a specific individual (out of order) if, in the judgment of the Superintendent, the overtime opportunity requires that person's particular skills.

It is the obligation of the Employee wishing to be considered for overtime to provide the Superintendent with a telephone number at which the Employee can be reached in case his are needed.

Section 2

All overtime work shall be authorized by the Superintendent or his Designee.

Section 3

An Employee called back to work after he has completed his regularly scheduled work day or regularly scheduled work week shall be paid a minimum of four (4) hours pay at the rate of one and one-half (1 1/2) times his base hourly pay. There will be only one call back pay guarantee in any one four (4) hour period.

Section 4

If an Employee works in excess of twelve (12) consecutive hours without interruption and exclusive of meal and coffee breaks, he shall be compensated at the rate of two (2) times his regular rate of pay starting with the thirteenth (13) hour, until circumstances that require said overtime are concluded, at which time he reverts to his regular rate of pay. Upon resumption of regular duties, the Employee shall revert to his regular rate of pay.

Section 5

Sunday overtime will be compensated at two (2) times the Employee's normal rate of pay.

Section 6

An Employee having completed a minimum of five (5) hours overtime shall be entitled to one paid one-half (1/2) hour meal period.

Section 7

Employees shall be paid on one and one-half (1 1/2) times their respective hourly rates of pay for all time worked in excess of eight (8) hours a day or forty (40) hours a week.

Section 8

Emergency Work — The Superintendent shall have the discretion to release an employee from duty in on-going emergency operations for four (4) hours of rest/sleep time, which will be paid as straight time charged to the Employee's sick leave (without the requirement of a physician's note). This rest/sleep will not be considered to an interruption in consecutive hours paid time so that, on return to duty, the employee will continue to work at the applicable overtime rate for the duration of the emergency.

ARTICLE 10 - SENIORITY

Section 1

Seniority shall be defined as the length of an Employee's continuous uninterrupted service with the Town and may be interrupted or terminated only by:

Resignation

Discharge for cause

Layoff exceeding twenty-four (24) months, providing the Employee has had six (6) months continuous service to the town.

Section 2

All newly hired Employees shall be regarded as probationary for the first six (6) months of their employment. Upon successful completion of said probationary period, the effective date of the Employee's seniority shall be the first day of his employment.

Section 3

During his probationary period an Employee's services may be terminated without recourse to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 11 - LAYOFF AND RECALL

Section 1

Layoff shall be for lack of work or lack of funds and in the event of layoff, all part-time, casual, seasonal and temporary Employees shall be laid off first. Then permanent full-time Employees, having the least seniority as defined in this agreement, shall be laid off. Recall of Employees shall be in reverse order of layoff. No new Employee shall be hired into a vacant job or newly created job in a job classification until all those Employees with recall rights in said classification have been recalled to work. The seniority of an Employee, as seniority is defined in this Agreement, shall accrue and his right to recall be maintained for a twenty-four (24) month period immediately following the date on which he was laid off, said period to include the date of such layoff.

Section 2

Whenever it is feasible to do so, an Employee shall be given at least sixty (60) days advance notice of his pending layoff.

ARTICLE 12 - SICK LEAVE

Section 1

An Employee may accumulate sick leave up to and including a maximum of 200 days.

Section 1A Sick Leave

EMPLOYEES ENTITLED TO SICK LEAVE - Sick leave for all regular full-time Employees considered being absent from work without loss of pay for the following reasons, subject to the approval by the Superintendent:

In the event of a bona fide personal and non-service connected illness or injury for which no compensation is received under Worker's Compensation or other insurance coverage paid for by the Town, and except where employed at any occupation outside their employment of the Town.

Illness and injury in an employee's family (spouse, child, or parent) not to exceed five (5) days per year, subject to the Superintendent's discretion. Superintendent may require proof of illness or need to be caretaker.

If an employee notifies his/her Supervisor of utilizing a Family Sick Leave, the employee shall provide reason for said leave. Any Family Sick Leave shall be considered "hours worked" allowing for an employee to be eligible for any overtime pay.

Section 1B – Coordination of Sick Leave and Worker's Compensation

Any employee who is covered by this agreement who is incapacitated by reason of an injury sustained in the course of and arising out of employment with the Town will utilize up to 2 accrued sick days in a work week (or the prorated equivalent) to help offset the difference between their normal work week compensation and the weekly indemnity payment under the Workers Comp Act beginning with the first day of the incapacity.

All medical bills incurred as a result of such injury shall be subject to the worker's compensation rates set by the Industrial Accident Board (IAB). Return to work shall be based in the written opinion of the physician.

Section 1C

Sick leave shall be earned upon the basis of 1-1/2 days for each full and continuous month of employment to a maximum of 200 days (Amended 4/4/77)

Section 1D

For Employees who were hired prior to July 1, 2007 and who are covered by this contract, on retirement of employment, unexpended sick leave will be paid to the Employee on the basis of \$25.00 per day to a maximum of 100 days. Employees who are hired after July 1, 2007 are not eligible for payment pursuant to this section.

Section 1E

An Employee will continue to accrue sick leave during leaves of absence with pay and during the time an Employee is on authorized sick leave or vacation.

Section 1F - Notification of Absence Required

Every Employee who is ill and desires sick leave shall call, or cause the Superintendent or his/her Designee to be called and to be notified of such illness previous to the start of his work day if possible, and in no event later than one hour after he is scheduled to report for work. Failure to notify the Superintendent of his absence in a timely manner will result in the forfeiture of sick pay.

Section 1G - Examination by Physician

The Town, through the Superintendent or Town Administrator, may require an Employee to submit a certificate of illness by his physician after being absent for three (3) consecutive days. Sick leave pay must be repaid if the certificate has not been submitted within a reasonable period for approval by the responsible supervisory personnel.

Section 1H

In the event of apparent abuse of any regulation pertaining to sick leave, the Town through the Superintendent or Town Administrator may disallow sick leave and may discharge an Employee from his service with the Town after a hearing by the Town Administrator in accordance with any other regulations when applicable.

Section 2 - Jury Duty

An Employee called for Jury Duty shall be granted such leaves of absence as are required for such duty and shall be paid the difference between his regular pay and his compensation for such duty. Should such Employee be released from such duty, prior to 12:00 noon on any day, which he is on such duty, he shall thereupon return to work. In addition, such Employee shall provide the Employer with a weekly certification received by such Employee for such duty.

Section 3 - Maternity Leave

Maternity leaves of absence shall be granted in accordance with applicable law.

Section 4

The seniority of an Employee on any type of authorized leave of absence, as seniority is defined in this Agreement, shall continue to accrue during such leave.

Section 5 - Leaves of Absence May Be Granted

A full-time Employee may apply for a leave of absence without pay when he has completed one full year of employment. Requests may be based upon good and sufficient reason, must be in writing to the Town Administrator, and shall be subject to their approval.

Limitations on Leaves

Leaves of absence shall not be granted for more than three months, but upon approval of the Town Administrator such leaves may be extended for not more than three (3) month periods and not exceed nine (9) months in the aggregate.

Bereavement Leave

Employees will be granted bereavement leave with pay for five (5) consecutive calendar days, beginning the day after the death of an employee's parent, child, spouse, sibling,

grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or significant other living in the employee's immediate household.

Employees will be granted up to two (2) consecutive calendar days of bereavement leave with pay, beginning the day after the death of the employee's aunt, uncle, cousin, brother-in-law, sister-in-law, or other member of the employee's immediate household not otherwise included in this or the preceding paragraph.

Bereavement leave under the preceding two paragraphs will not be deducted from sick leave or from personal leave.

Additional bereavement leave may be granted at the discretion of the Department Head/Supervisor.

Section 6

Time off because of authorized holidays, utilization of compensatory time, vacation time or personal days shall be considered time worked for all purposes. Sick leave may only be considered time worked with submittal of a certificate of illness by a physician. Emergency call in is not affected by this provision, and Employees absent on sick leave without a doctor's note shall be eligible to receive overtime for an emergency call in, provided that an Employee absent on sick leave without a doctor's note shall be automatically placed at the bottom of the overtime list for emergency call in.

Section 7

When Town Hall is closed due to any emergency situation such as a hurricane, snow/ice storm, etc. and the employees of Town Hall receive their daily pay during this situation, then each Department of Public Works employee will receive an equivalent amount of time off at the DPW Superintendent's discretion, provided that the employee was scheduled and intended to report to work on that day, and did not request sick, vacation, comp or personal time on that day. Said time must be taken by the end of the Fiscal Year.

Section 11 – Light Duty

- a. Subject to the conditions set forth in this Article and this Agreement, the DPW Superintendent may require, subject to the medical clearance, an employee who has been on Worker's Compensation for more than thirty days and is ambulatory, to perform light duty he or she is able to perform, either full time or part time, unless the employee is actually pursuing disability retirement.
- b. It is not intended that light duty assignments under this Article shall in any case be permanent assignments; such assignments shall not extend beyond one year.
- c. Light Duty may be required by the DPW Manager only after the employee's or the Town's physician finds that the employee is fit to perform such duty. (If the employee's physician and the Town's physician disagree as to fitness for light duty, the two physicians shall designate a third physical of the appropriate medical specialty who, at the expense of the Town, will make a fitness for duty determination and determination is not subject to the grievance procedure.

- d. The employee on light duty may be released to attend physician or therapy appointments, such approval shall not be unreasonably withheld.

ARTICLE 13 - PERSONAL LEAVE

During each fiscal year covered by this Agreement, each Employee shall be entitled to four (4) days of personal leave with no loss of pay.

For the purpose of this Article, personal leave shall be defined as an immediate matter concerning a legal, business, or household obligation or duty of the Employee that must be taken care of during normal working hours.

Notification for personal leave usage shall be made in writing to the Superintendent of Public Works or his Designee, in advance if possible, stating the category necessary for such leave. In case of emergency, notification in writing shall be provided immediately upon return.

ARTICLE 14 - VACATIONS

Section 1

Vacation time shall be considered earned as of July 1 of each fiscal year. The years of service accumulated by an Employee at the Employee's anniversary date during the fiscal year shall determine the years of service for vacation. Employees are to be notified, in writing, by the Office Manager, once every three (3) months during this Agreement, as to their accrued vacation credits.

Section 2

Employees shall be entitled to take vacation time in order of seniority, subject to the needs of the Department of Public Works as determined by the Superintendent of said Department. The Superintendent shall define the number of employees in any division authorized to take vacation at one time.

Section 3

Subject to approval of the Superintendent of Public Works, Employees shall be entitled to take vacation time by separating the time due them into individual weeks or fractions thereof, subject to the needs of the Department.

Section 4

An Employee who becomes ill during the course of his vacation shall be entitled to change his vacation time to earned sick leave, provided that he submits to the Town Administrator a physician's certificate confirming such illness.

Section 5

The Employer agrees to pay each Employee for all accrued vacation time at the time of the termination for any reason of the Employee's employment by the Town, and on the Employee's death, said vacation time shall be paid to the person(s) entitled to such payment.

Section 6A - Employees Entitled to Vacation

In accordance with the following rules and regulations all full-time Employees in both temporary and permanent positions in the Department of Public Works are entitled to annual vacations.

Section 6B - Vacation Periods Based Service

Employees shall be granted vacation time on the July 1st following completion of continuous years of service to the Town as follows:

One Year	11 Days
Two Years	12 Days
Three Years	13 Days
Four Years	14 Days
Five Years	15 Days
Six Years	16 Days
Seven Years	17 Days
Eight Years	18 Days
Nine Years	19 Days
Ten Years	20 Days
Sixteen Years	21 Days
Seventeen Years	22 Days
Eighteen Years	23 Days
Nineteen Years	24 Days
Twenty Years	25 Days

Employees hired on or after October 1, 2013, will accrue up to 10 days vacation time as of the first July 1st following their date of hire, based on their hire date, as follows:

Date of Hire	Vacation Accruing July 1 (following)
July 1 – August 1	10 Days
August 2 – September 1	9 Days
September 2 – October 1	8 Days
October 2 – November 1	7 Days
November 2 – December 1	6 Days
December 2 – January 1	5 Days
January 2 – February 1	4 Days
February 2 – March 1	3 Days
March 2 – April 1	2 Days
April 1 – May 1	1 Day
May 2 – June 30	0 Days

In addition, a new employee, after 6 months continuous employment and with the approval of the Superintendent, may use up to 5 days vacation time against his initial July 1 accrual.

Section 6C - Vacation Week

As referred to in these regulations, a vacation period of a week's duration shall mean the same number of days or shifts off with pay within a week's time as an Employee is normally required to work within a week's time.

Section 6D

The Town through its Department Heads, with the approval of the Town Administrator, reserves the right to substitute pay in lieu of vacation leave.

Section 6E - Vacation

Employees shall be allowed to carry over up to six (6) days of vacation time into the next fiscal year. This vacation carryover must be used by December 31 of the fiscal year it was carried forward to.

ARTICLE 15 - HOLIDAYS

Section 1A - Employees Entitled to Holidays

All full-time Employees on the payroll of the Town for any regular work week in which one of the following holidays shall occur shall be paid for such holiday not worked at his regular rate of compensation for one work shift provided that he works his last regularly scheduled shift before and his first regularly scheduled shift following said holiday.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day**
Memorial Day	½ Day December 24
Juneteenth	Christmas Day
Independence Day	½ Day December 31**

** Employees shall have their choice of ½ day before Thanksgiving or ½ day on December 31. Employees shall provide notice to the Director of Public Works their choice of ½ day by July 1. Should an employee be denied based on seniority, said employee shall be granted the ½ day on December 31. Subject to the discretion of the Superintendent.

Conditions Effecting Required Work on Holidays

Employees required to work on a holiday shall be paid on the basis of one and one-half times his normal rate of pay. Overtime on the holiday will be paid at the rate of two (2) times his normal rate of pay, except for the 24-hour period encompassing Christmas, New Year's and Easter, when the Employee will be paid (2½) two and one-half times his normal rate of pay.

Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall on Sunday shall be observed on the following Monday. For overtime pay purposes, the day of holiday observance (Friday or Monday) shall be used.

Except for those required to work, holidays must be taken and no compensation will be allowed for failure to do so.

Section 1B

The Town agrees to allow the Union to substitute for one of the holidays enumerated above a floating holiday, to be used on the Friday after Thanksgiving Day. The Superintendent shall be notified, in writing, prior to July 1st, of which holiday the Union has chosen. The substituted for holiday will be a regular working day.

Section 2

Should one of the holidays authorized by the By-Laws of the Town of Wrentham occur while an Employee is on vacation, such Employee shall be entitled to a day off in lieu of said holiday, which day off is to be taken at a time agreed upon by said Employee and the Superintendent of the Department of Public Works.

ARTICLE 16 - DISCIPLINE

Section 1

Unless the disciplinary action is based upon a matter that is the subject of criminal investigation, any disciplinary action that is deemed necessary shall take place within ten (10) working days after the Superintendent's knowledge of the alleged incident.

Section 2

Disciplinary action, up to and including discharge, against any permanent (non-probationary) employee(s) shall not be arbitrary and shall be for cause only. The Employer shall notify the Employee(s) involved and the Union President in writing of such disciplinary action within seventy-two (72) hours after initiating such action, and such notice shall set forth the reason for the action taken.

Section 3

Subject to the provisions of Article 22, Section 3, any dispute between the Union and the Employer as to whether there was cause for disciplinary action taken in a given case shall be resolved in accordance with the Grievance and Arbitration Procedures set forth in this Agreement.

Section 4

Grievances arising under this Article 16 shall be initiated at Step Two of the Grievance Procedure set forth in this Agreement.

Section 5

Insofar as it is feasible, the processing of grievances involving disciplinary action shall be given priority over all other grievances.

Section 6

Division Supervisors shall do performance reviews of subordinates and may discipline subordinates with an oral or written warning.

Section 7

1. The Town is prohibited from hiring a new employee who does not possess a valid and in force driver's license. On the first day of duty, the new employee shall provide a copy of the valid license to the Director of Public Works, or his/her designee.

2. Should a non-probationary employee have their license suspended due to a temporary medical condition, the employee shall remain in their paygrade and be placed in a light duty status for the duration of the suspension. The Town has a right to request medical updates from the employee's medical provider during this period as to evaluate the types of duties the employee may perform.

ARTICLE 17 - BENEFITS

Section 1

The Employer agrees to grant to unit Employees all longevity benefits described herein. Longevity payments shall be made annually, in one lump sum, on the Employee's anniversary date.

5 Years	\$ 500.00
10 Years	\$ 1000.00
15 Years	\$ 1250.00
20 Years	\$ 1500.00

DPW employees, in lieu of receiving separate checks for their longevity payment, will have the option of having their regular pay plus the longevity calculated at a monthly tax schedule for both federal and state withholding taxes.

Section 2

On the death of an Employee, the surviving spouse shall be entitled to receive the Employee's accrued longevity payment, if any, and should there be no surviving spouse, such payment shall be made to the Employee's estate.

Section 3

A temporary full-time Employee, as described in Article 8, shall not be entitled to all benefits given to a permanent full-time Employee.

Section 4

The Town shall deduct bi-weekly from the Employee's paycheck, the Employee's share of the cost of the premium life insurance coverage. The Employee's share or payment for said coverage herein set forth shall be negotiated between the Town of Wrentham and the Employee's Union.

Employees covered by this agreement who elect to participate in the Towns group health insurance plan shall have their premium contributions deducted on a regular weekly basis as delineated as follows:

Employees selecting participation in health insurance plans described in M.G.L. chapter 32B section 3; shall contribute fifty percent (50%) of the premium costs, and the Town will contribute the remaining fifty percent (50%).

Employees selecting participation in health insurance plans described in M.G.L. chapter 32B, section 16; shall contribute twenty-five percent (25%) of the premium costs, and the Town will contribute seventy-five percent (75%).

It is understood by the parties that there is no obligation for an employee to participate in the Towns group health insurance program.

It is further understood by the parties that no employee may participate in both section 3 and section 16 plans.

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1

The term "grievance", as used in this Agreement shall be limited to a complaint which involves the interpretation or application of or compliance with the express provisions of this Agreement. In addition to those subjects excluded elsewhere in this Agreement from said grievance procedure, any complaint, dispute, controversy, or grievance, as herein defined between the Employer and an employee or group of employees or between the Employer and the Union which involves matters which are subject to pertinent law, rules, regulations or the Town By-Laws to the extent that such By-Laws have not been legally superseded by the express provisions of this Agreement shall not be a grievance under this Agreement. A grievance must be presented in writing to the department head within five (5) calendar days from the date of the alleged grievance occurred or the date the employee affected should have become aware of such grievance, or the grievance shall be waived.

A grievance, as defined above, shall be settled through the following procedure:

Step 1

The grievant(s) and his immediate supervisor shall attempt to resolve the grievance informally, and the results of any such attempt shall, on the written request of an official of the Union, be submitted by said supervisor in writing to said Union official within three (3) working days after such attempt.

Step 2

If the grievance has not been settled at Step 1 above, the grievant(s) shall present the grievance in writing, setting forth all essential details to the Superintendent of Public Works, within five (5) working days from the date of notification of the results of the attempt to resolve the grievance at Step 1, above. An initial meeting between the grievant(s), the grievant(s) designated representative, if he so chooses, and the Superintendent or his designee shall be held within two (2) working days from the date of submission of the grievance for the purpose of hearing same. Said Superintendent shall have the right to keep the meeting open for five (5) working days, after the initial meeting. The Superintendent shall reply in writing to the grievant(s) with a copy to the Union within three (3) working days after the conclusion of the open meeting period.

Step 3

If the grievance has not been settled at Step 2, above, the grievant(s) shall present the grievance in writing setting forth all essential details to the Town Administrator within three (3) working days from receipt of the Superintendent's decision. A meeting between the grievant(s), the grievant's designated representative, if he so chooses, and the Town Administrator shall be held within five (5) working days from the date of referral of the grievance to the Town Administrator. The grievant(s) and the Union shall be notified, in writing, of said meeting. The Town Administrator shall reply in writing to

the grievant(s) with a copy to the Union within five (5) working days after the conclusion of said meeting.

Step 4

If the grievance has not been settled at Step 3, above, the grievant(s) shall present the grievance in writing setting forth all essential details to the Board of Selectmen within three (3) working days from receipt of the Town Administrator's decision. A meeting between the grievant(s), the grievant(s) designated representative, if he so chooses, and the Board of Selectmen shall be held within ten (10) working days from the date of referral of the grievance to the Board of Selectmen for the purpose of hearing same. The grievant and the Union shall be notified, in writing, of said meeting. The Board of Selectmen shall reply in writing to the grievant(s) with a copy to the Union within seven (7) working days after the conclusion of said meeting.

Section 2

Employees may present their own grievances with or without representation of their own choosing, although a representative of the Union may be present at Step 2 and Step 3 hearing.

Section 3

The Union shall have the right to file a grievance in accordance with and subject to this grievance procedure, except that such grievance shall be initiated at Step 2 of said procedure.

Section 4

A grievance of a Division Supervisor shall be initiated at Step 2 of this procedure.

Section 5

It is understood and agreed between the parties hereto that any grievances as defined herein, presented or adjustments made at any step of the grievance procedure herein set forth shall not be inconsistent with any of the provisions of this Agreement.

Section 6

Step 1 of this procedure may be dispensed by mutual agreement of the parties and as permitted elsewhere in this Agreement.

Section 7

If the Employer fails to meet the time requirement of any step of this grievance procedure, the grievance involved may be submitted at the next step of said procedure. Should a grievance not be initiated at any step of this grievance procedure within the time limits set forth therein and in accordance with the requirements thereof, said grievance shall be deemed to have been waived, unless such time limits are extended by mutual agreement between the parties hereto.

Section 8

The Employer agrees to recognize one union representative with respect to a particular grievance for the purpose of investigating and processing said grievance. The investigation and processing of a grievance to the extent that it is possible to do so shall be conducted during off duty hours. When it is necessary to carry on such functions during duty hours, the Employee designated for such purpose shall request permission

of his immediate supervisor to absent himself from his work for the purpose in question, and such permission shall not be unreasonably withheld. Neither said Union Representative nor the grievant(s) shall sustain any loss of pay because of such activities.

Section 9 - Discharge of Position

A full-time Employee may, within five (5) days after discharge from the Town's service, request a public hearing. The request will be in writing to the Town Administrator or appointing authority who will arrange said hearing after notice of fourteen (14) days has been given by advertisement in a newspaper of general circulation within the Town of Wrentham. This provision will be in addition to any other requirements under the General Laws of Massachusetts. (Added 4/4/77)

ARTICLE 19 - ARBITRATION

Section 1

If a grievance, as defined in Article 18 of this Agreement, has not been resolved at Step Four of the grievance procedure outlined in said Article, either the Union or the Employer may, within fifteen (15) working days next following receipt of the written decision required by Step Four, refer such grievance to arbitration.

The question of damages incurred by the Employer as a result of any violation of the provisions of Article 22 of this Agreement may be referred to arbitration in the discretion of the Employer for resolution in accordance with the provision of this Article 19.

Section 2

A grievance referred to arbitration under Section 1 of this Article shall be heard by a single arbitrator, who shall be selected in accordance with the rules of procedure of the American Arbitration Association.

Section 3

The costs of arbitration shall be shared equally between the Employer and the Union, except that should a grievance be withdrawn from arbitration for any reason other than as a result of its having been settled by agreement between the parties thereto, any cost of arbitration incurred shall be by the withdrawing party.

Section 4

The arbitrator selected under this Article shall have no power to modify, amend, add to, subtract from, or alter this Agreement in any way, and his award shall be final and binding on the parties involved in the particular arbitration proceeding to the extent permitted by current and future law.

Section 5

In addition to those matters expressly referred to elsewhere in this Agreement as being excluded from arbitration, any matters which are subject to pertinent law, rules, regulations, or the Town By-Laws, to the extent that such laws, rules regulations, and By-Laws have not been legally superseded by express provisions of this Agreement, are hereby specifically excepted from arbitration.

Section 6

The grievant(s) and not more than one Union representative shall suffer no loss of pay by reason of his or their appearances at arbitration hearings conducted in behalf of said grievant(s) under the provisions of this Article. Additional Employees may be authorized by the Employer to attend such hearings without loss of pay.

ARTICLE 20 - EDUCATION AND TRAINING

Insofar as it is feasible to do so and subject to the approval by the Superintendent of Public Works, the Employer shall provide paid time to attend specific instructional job-related courses. The Employer agrees to reimburse such employees for materials, including books and fees required for such courses.

ARTICLE 21 - MISCELLANEOUS

Section 1

The Employer agrees to pay employees bi-weekly by check and to provide for the inclusion in a particular bi-weekly check of overtime pay for overtime worked during that period and inclusion in the following bi-weekly pay for overtime worked during the weekend immediately preceding such work.

Section 2

The Employer agrees to meet with a representative of the Union at least twice a year during January and June, at mutually convenient times and places primarily for the purpose of discussing safety matters and secondarily for the purpose of discussing matters of mutual concern.

Section 3

1. Employees covered hereunder shall be required to wear all uniforms, protective clothing and protective devices as assigned; failure to do so will be grounds for disciplinary action subject to the requirements of Article 16.
2. The following items will be provided by the employer on a repetitive basis according to the following schedule:
 - a. Pants – three (3) per year
 - b. T-Shirts or Polos – six (6) per year (Office staff may substitute with an oxford shirt)
 - c. Sweatshirts – three (3) per year
 - d. Fleece or Thermal Hooded Sweatshirts – two (2) per year
 - e. Jacket – one (1) every three (3) years
 - f. An employee may substitute one (1) additional sweatshirt and one (1) additional thermal hooded sweatshirt each year in lieu of receiving a jacket every three (3) years.
3. The cost of maintaining an employee's uniform in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the employee.

4. Articles of uniform may be replaced due to being heavily soiled, worn, or damaged due to the routine nature of the work. Replacements shall be at the discretion of the Division Managers.
5. The employer agrees to provide all material, equipment, and tools required to perform the duties assigned to the employees covered by this Agreement.
6. The Town shall provide a year \$300.00 reimbursable work shoe and/or foot related allowance annually.
7. All uniforms and equipment shall be the property of the Town and be in the custody of the Member. Uniforms and equipment shall not be worn or used outside of the workplace.

Section 4

It is understood and agreed to by the Employer that management personnel shall not perform Bargaining Unit Work except in Emergencies as reasonably and not arbitrarily determined by the Employer.

Section 5

The Employer agrees to notify the Union as to the proposed establishment of any additional or alternative work shifts involving members of the Bargaining Unit and agrees to negotiate the establishment of any such shift with the Union prior to the implementation of the same. This agreement may be reopened at the request of the Union for the sole purpose of such negotiations on the receipt by the Employer of a written request therefore from the Union not later than five (5) days from the receipt by the Union of the aforesaid notice of intent from the Employer.

The provisions of this Section 5 are not in any way intended to restrict, qualify, or detract the provisions of Article 23 of this Agreement.

Section 6

Excluding work of an emergency nature, no outside work shall be performed in extreme heat or extreme cold weather of such degree that work cannot be reasonably or safely performed. For the purpose of this Agreement the word "Emergency" means any and all work performed when such work could reasonably affect the lives and safety of person(s) or their property.

Section 7

Any specific equipment, device, or article (hard hat, goggles, rain gear, boots, etc.) that the Town may require the employee to use shall be initially provided by the Town and upon article returned shall be replaced by the Town upon proof of wear or damage. Said equipment, device, or article shall be the property of the Town and be in the custody of the employee.

Section 8

An Annual Tool Allowance of One Thousand Dollars (\$1000.00) will be granted to a mechanic required to supply his own tools. Payment of Mechanic's Tools shall be upon submittal of a purchase receipt signed by the Superintendent. Effective July 1, 2019,

new Mechanics will receive an additional \$150 in the Annual Tool Allowance for the first three years of employment as a Mechanic to build an adequate tool supply.

Section 9

The Town will reimburse an Employee for any license fees incurred by him used for the job, excluding Class D driver's license, upon receiving receipt of said expense.

Section 10

The Town may in its sole discretion provide certain Employees with a cell or "smart" phone (or similar device) for improved communications during work time and after work hours, and the Employee will be required to carry the device at all times, except as approved by the Superintendent or his designee. Each Employee not issued a town-provided device will be paid a \$500 annual stipend, to be paid upon employee's anniversary date. If the Town provides an Employee with a cell or "smart" phone or similar device, then the Employee will not be paid a \$500 annual stipend.

Each Employee must provide the Department with a personal cell phone and telephone number where the Employee may be reached for call back. Each Employee is expected to answer the phone (Town or Stipend phone) when a Supervisor calls. If the Employee is not available for overtime work, then the Employee is expected to state that he or she is 'not available' rather than ignore the call.

Section 11

Performance reviews — Union agrees that the Town may reinstitute performance reviews. The Town and the Union will consult on the development of a new performance review form.

Section 12

Any Employee utilizing or required to access a local United States Department of Veterans Affairs (VA) Veteran's Center for medical appointments shall not be required to utilize sick, personal comp time or vacation time. The Employee shall be paid their regular rate of pay during attendance at such appointments including travel. The Town will permit time off for a doctor's visit at a VA Veteran's Center during work time without requiring the Employee to use their sick, personal or comp time if the appointment cannot be otherwise be made outside of work hours.

ARTICLE 22 - CONTINUITY OF EMPLOYMENT

Section 1

In consideration of the terms of this Agreement and the legislation which engendered it, the Union, its officers, and members of the Bargaining Unit, individually and collectively, do hereby agree that they will not cause, call, authorize, sanction, assist in, participate in, aid, abet, or ratify any strike, work stoppage, concerted or "job" action, slow-down, refusal to perform assigned duties, or other illegal activities directed against the Employer during the term of this Agreement, and the Employer does hereby agree that for said term it will not lock out its Employees.

Section 2

Should any Employee or group of Employees engage in any of the activities set forth in and proscribed by Section 1 of this Article, the Union agrees to disclaim and disavow

forthwith such activities and to refuse to recognize any picket line established at any of the Department of Public Works facilities or work locations, and the Union further agrees that it shall take every reasonable means to induce such employee(s) to cease such activities and resume normal operations. Upon such action being taken by the Union, the Employer will not hold the Union liable for the aforesaid proscribed activities.

Section 3

Employees who participate in any of the activities set forth in and proscribed by Section 1, of this Article are subject to disciplinary action, including discharge, by the Employer, and such disciplinary action shall be final and binding on the parties affected thereby and shall not be a grievance under Article 18 herein nor subject to arbitration, provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made subject to the grievance and arbitration procedures herein set forth.

ARTICLE 23 - STABILITY OF AGREEMENT

Section 1

This Agreement contains and constitutes the entire agreement between the Employer and the Union arrived at through the collective bargaining process and supersedes any and all existing agreements and understandings between said Employer and said Union, and no amendment, extension, or alteration of this Agreement, and no agreement between the parties hereto which is inconsistent with the terms hereof, shall be binding on the parties hereto, unless it is in writing and signed by the parties hereto or their authorized representatives.

Section 2

Subject to the provisions of Article 21, Section 5A, of this Agreement, the Employer shall not be under any obligation to negotiate with the Union any additions or amendments to or modifications or alterations of this Agreement which purport to become effective during the term hereof.

Section 3

The waiver of any breach or condition of this Agreement by the Employer shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement, nor shall failure of the Employer to insist in any one or more situations upon the performance of any of the terms, provisions, or conditions of this Agreement be considered as a waiver or relinquishment of the right of the Employer to future performance of any such terms, provisions, or conditions, and the obligations of the Union regarding such terms, provisions, or conditions shall continue in force and effect.

Section 4

No provisions of this Agreement shall be retroactive to a date prior to the effective date of said Agreement unless otherwise specifically stated herein.

ARTICLE 24 - SEPARABILITY AND SUBORDINATION TO LAW

Section 1

Should any provision of this Agreement or of any supplement or amendment hereto be held invalid by any court or administrative tribunal of competent jurisdiction, or should

any such provision conflict with or contravene any Federal Law or any law of the Commonwealth of Massachusetts or regulations promulgated pursuant thereto, such provision shall be null and void, and all other provisions of this Agreement and of such supplement or amendment shall remain in full force and effect. If compliance with or enforcement of any such provision shall be restrained by any court of competent jurisdiction, all other provisions of this Agreement and of any supplement or amendment hereto shall remain in full force and effect.

Section 2

It is understood that the Employees covered by this Agreement are subject to the By-Laws of the Town of Wrentham, as applicable, except as said By-Laws may have been or may be superseded by express provisions of this Agreement.

ARTICLE 25 - FUNDS SUBJECT TO APPROPRIATION

Section 1

Where any provision of this Agreement requires the appropriation of funds to effectuate the same, to that extent this Agreement is subject to such action as may be taken by the appropriate authorities.

Section 2

With respect to the appropriation of funds to implement any provision of this Agreement, such appropriation and the payment thereof shall be subject to any limitations imposed thereon by law or official rules and regulations.

Section 3

After ratification by the Union, the Board of Selectmen will present a request for an appropriation to be considered at the Annual Town Meeting on or about June 3, 2019.

ARTICLE 26 - DURATION

Section 1

This agreement, as amended, is effective as of July 1, 2022 and shall remain in full force until midnight June 30, 2025. If a successor agreement is not reached by June 30, 2025, this agreement shall remain in force until such time as a successor agreement is reached.

This agreement may be re-opened for the negotiation of a successor agreement by either party by the moving party providing the other party with written notice to that effect between October 1 and December 31 of 2021 or of any succeeding year. Upon such notification the parties shall schedule a meeting to commence negotiations.

ARTICLE 27 - SICK BANK

Upon the effective date of this Agreement, a Sick Leave Bank for use by employees covered by this Agreement shall be established, subject to the following terms and conditions:

1. The Sick Leave Bank is designed for use by employees who are undergoing a prolonged illness or disability, who are anticipated to use up their own sick leave benefits, vacation days, personal days, and compensatory time and who intend to return to work immediately after the prolonged illness or disability. Prolonged illness or disability is construed to be an absence of twenty (20) consecutive working days or more. The employee, as stated herein, must first use its own sick leave.
2. The Sick Leave Bank shall maintain a maximum of two hundred (200) days. Any unused days remaining in the Sick Leave Bank will be carried forward to be used in subsequent years.
3. To be eligible for the benefits of the Sick Leave Bank, an employee must donate to the Sick Leave Bank at least one (1) day from accumulated sick leave by December 31st of each contract year. In the case of a new employee, the employee must donate at least one (1) day from accumulated sick leave within six (6) months of his/her first work day. The total contribution per employee per fiscal year shall not exceed four (4) days.
4. To be eligible for Sick Leave Bank days, the employee must have accumulated at the beginning of the prolonged illness twenty (20%) percent of the maximum accumulated sick days available to the employee since his/her employment or at least twenty (20%) percent of the accumulated sick leave available to that employee since his/her last prolonged illness/disability. Further, the employee must have exhausted his/her accumulated sick days, vacation time, personal days or compensatory time during the prolonged illness or disability before being eligible for Sick Leave Bank days.
5. Employees (and/or agent) using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which he/she states their intent to return to service immediately after the prolonged illness/disability for a minimum length of the Leave and to meet all terms of the regulations. Default of this signed Agreement for reasons other than death or retirement of the employee will result in refunding the Town of Wrentham the full amount of the salary represented by the Sick Leave Bank received by said employee while covered by sick leave from the Sick Leave Bank. If it is determined that the employee will be unable to return to work after he/she has exhausted all his/her sick leave days, vacation time, personal days and compensatory time, then no further sick leave days can be used from the Sick Leave Bank.
6. The Sick Leave Bank shall be administered by an unpaid Sick Leave Bank Committee of three (3) members, which shall have the authority to make further regulations, consistent with the terms of this Article. Further regulations shall be sent to such members of the Bank. The Sick Leave Bank Committee will be composed of one member designated by the Union, the Town Administrator and the third member to be agreed upon mutually.
7. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted, except that the initial grant of sick leave to an eligible employee shall not exceed twenty (20) days. The Sick Leave Bank

Committee shall consider at least the following criteria in administering the Sick Leave Bank and in determining eligibility and the amount of leave:

- a. Adequate medical evidence of serious illness/disability, as determined by the Sick Leave Bank Committee in its sole discretion.
 - b. Length of service in the Town;
 - c. The Sick Leave Bank will cover prolonged illness only after the Employees' accumulated sick days have been exhausted.
8. The Sick Leave Bank Committee may establish other criteria and may seek additional medical opinions and evidence of the serious illness / disability.
 9. Decisions of the Sick Leave Bank Committee are final and binding and its decisions are not subject to the grievance and/or arbitration procedure.
 10. Any end-of-year balance in the Sick Leave Bank may be carried forward to the next year.

COVID PAY AGREEMENT

If the Police/Fire receive a Stipend from ARPA Covid Relief Act, the DPW will receive the same amount.

This agreement, as amended, is made and entered into on the 18 day of October, 2022 by and between the Town of Wrentham, Commonwealth of Massachusetts, hereinafter referred to as the Employer or the Town and international Federation of Professional Technical Engineers, AFL-CIO-CLC, Local 301, hereinafter referred to as the Union.

WITNESSETH that:

WHEREAS: It is the purpose of the parties hereto to establish and provide for harmonious collective bargaining relation between them and to provide for the equitable disposition of grievances that may arise between them.

NOW THEREFORE, it is agreed between said parties as set forth herein.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 18th day of October, 2022.

<p>For the Town of Wrentham</p> <p> _____ Joseph F. Botaish, II, Chairman</p> <p> _____ Christopher G. Gallo, Vice Chairman</p> <p> _____ Charles Kennedy, Clerk</p> <p> _____ James E. Anderson</p> <p> _____ William Harrington</p> <p>Town Administrator</p> <p> _____ Kevin A. Sweet</p>	<p>For International Federation of Professional and Technical Engineers, AFL-CIO-CLC, Local Department of Public Works</p> <p> _____ Justin Salisbury</p> <p> _____ Jacob Signori</p>
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SCHEDULE A - WAGES - DPW EMPLOYEES

July 1, 2022 to June 30, 2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
GRADE A	\$29.35	\$29.94	\$30.54	\$31.13	\$31.77	\$32.40	\$32.40	\$33.03	\$34.38	\$35.06	\$35.77	\$36.49	\$37.22	\$37.96	\$38.72
GRADE BB	\$28.62	\$29.19	\$29.75	\$30.34	\$30.92	\$31.51	\$32.11	\$32.74	\$33.37	\$34.00	\$34.69	\$35.36	\$36.05	\$36.74	\$37.46
GRADE B	\$27.65	\$28.21	\$28.77	\$29.35	\$29.94	\$30.54	\$31.13	\$31.77	\$32.40	\$33.03	\$33.71	\$34.38	\$35.06	\$35.77	\$36.49
GRADE CCC	\$26.94	\$27.47	\$28.00	\$28.54	\$29.08	\$29.66	\$30.22	\$30.82	\$31.42	\$32.03	\$32.65	\$33.28	\$33.92	\$34.57	\$35.27
GRADE CC	\$26.52	\$27.03	\$27.57	\$28.11	\$28.65	\$29.23	\$29.79	\$30.39	\$30.99	\$31.60	\$32.23	\$32.85	\$33.49	\$34.15	\$34.83
GRADE C	\$25.96	\$26.47	\$27.00	\$27.56	\$28.10	\$28.66	\$29.24	\$29.82	\$30.43	\$31.04	\$31.66	\$32.29	\$32.93	\$33.58	\$34.28
GRADE D	\$24.27	\$24.75	\$25.25	\$25.75	\$26.28	\$26.81	\$27.34	\$27.89	\$28.45	\$29.01	\$29.58	\$30.17	\$30.76	\$31.39	\$32.02
GRADE E	\$22.57	\$23.03	\$23.49	\$23.96	\$24.43	\$24.92	\$25.40	\$25.92	\$26.44	\$26.96	\$27.53	\$28.07	\$28.63	\$29.21	\$29.79
GRADE F	\$20.88	\$21.30	\$21.74	\$22.16	\$22.61	\$23.06	\$23.52	\$23.99	\$24.48	\$24.96	\$25.46	\$25.97	\$26.48	\$27.01	\$27.57

July 1, 2023 to June 30, 2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
GRADE A	\$29.94	\$30.53	\$31.15	\$31.76	\$32.41	\$33.04	\$33.04	\$33.69	\$35.07	\$35.76	\$36.48	\$37.21	\$37.97	\$38.72	\$39.49
GRADE BB	\$29.20	\$29.77	\$30.35	\$30.94	\$31.54	\$32.14	\$32.75	\$33.40	\$34.04	\$34.68	\$35.39	\$36.06	\$36.78	\$37.48	\$38.21
GRADE B	\$28.20	\$28.78	\$29.34	\$29.94	\$30.53	\$31.15	\$31.76	\$32.41	\$33.04	\$33.69	\$34.38	\$35.07	\$35.76	\$36.48	\$37.21
GRADE CCC	\$27.48	\$28.01	\$28.56	\$29.11	\$29.67	\$30.25	\$30.83	\$31.43	\$32.05	\$32.67	\$33.30	\$33.94	\$34.60	\$35.26	\$35.97
GRADE CC	\$27.05	\$27.58	\$28.12	\$28.67	\$29.23	\$29.81	\$30.39	\$30.99	\$31.61	\$32.23	\$32.88	\$33.50	\$34.16	\$34.83	\$35.53
GRADE C	\$26.48	\$27.00	\$27.54	\$28.11	\$28.66	\$29.24	\$29.82	\$30.42	\$31.04	\$31.66	\$32.29	\$32.94	\$33.59	\$34.26	\$34.97
GRADE D	\$24.75	\$25.24	\$25.76	\$26.27	\$26.80	\$27.35	\$27.89	\$28.44	\$29.02	\$29.59	\$30.17	\$30.77	\$31.37	\$32.02	\$32.66
GRADE E	\$23.02	\$23.49	\$23.96	\$24.44	\$24.92	\$25.42	\$25.91	\$26.44	\$26.97	\$27.50	\$28.08	\$28.63	\$29.21	\$29.79	\$30.39
GRADE F	\$21.30	\$21.73	\$22.17	\$22.60	\$23.06	\$23.52	\$23.99	\$24.47	\$24.97	\$25.46	\$25.97	\$26.49	\$27.01	\$27.55	\$28.12

July 1, 2024 to June 30, 2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
GRADE A	\$30.54	\$31.14	\$31.77	\$32.39	\$33.05	\$33.70	\$33.70	\$34.37	\$35.77	\$36.48	\$37.21	\$37.96	\$38.73	\$39.49	\$40.28
GRADE BB	\$29.78	\$30.37	\$30.95	\$31.56	\$32.17	\$32.79	\$33.41	\$34.07	\$34.72	\$35.38	\$36.09	\$36.79	\$37.51	\$38.23	\$38.97
GRADE B	\$28.77	\$29.35	\$29.93	\$30.54	\$31.14	\$31.77	\$32.39	\$33.05	\$33.70	\$34.37	\$35.07	\$35.77	\$36.48	\$37.21	\$37.96
GRADE CCC	\$28.03	\$28.57	\$29.13	\$29.69	\$30.26	\$30.86	\$31.44	\$32.06	\$32.69	\$33.32	\$33.97	\$34.62	\$35.29	\$25.97	\$36.69
GRADE CC	\$27.59	\$28.13	\$28.68	\$29.25	\$29.81	\$30.41	\$31.00	\$31.61	\$32.24	\$32.87	\$33.53	\$34.17	\$34.85	\$35.53	\$36.24
GRADE C	\$27.01	\$27.54	\$28.10	\$28.67	\$29.24	\$29.82	\$30.42	\$31.03	\$31.66	\$32.30	\$32.94	\$33.60	\$34.26	\$34.94	\$35.67
GRADE D	\$25.25	\$25.75	\$26.27	\$26.79	\$27.34	\$27.89	\$28.45	\$29.01	\$29.60	\$30.19	\$30.77	\$31.39	\$32.00	\$32.66	\$33.31
GRADE E	\$23.48	\$23.96	\$24.44	\$24.96	\$25.42	\$25.93	\$26.43	\$26.96	\$27.51	\$28.05	\$28.64	\$29.20	\$29.79	\$30.39	\$31.00
GRADE F	\$21.73	\$22.17	\$22.61	\$23.05	\$23.52	\$23.99	\$24.47	\$24.96	\$25.47	\$25.97	\$26.48	\$27.02	\$27.55	\$28.11	\$28.68