

Collective Bargaining Agreement

Town of Raynham

and

Raynham Employees Union

Highway Department Unit

Term:

July 1, 2017 through June 30, 2019

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AGREEMENT

This Agreement is made and entered into by and between the Town of Raynham, a municipal Corporation located in Bristol County, Massachusetts, hereinafter referred to as the "Town," and the Raynham Employees Union, hereinafter referred to as the "Union," upon the following covenants, stipulations, statements, terms and conditions.

Whereas, the Town and the Union are parties to a collective bargaining agreement for the period July 1, 2015 through June 30, 2017; and

Whereas, the Town and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor collective bargaining agreement.

Now, therefore, the parties, in consideration of mutual covenants, agree as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2015 through June 30, 2017 shall continue in full force and effect for the period July 1, 2017 through June 30, 2019, except as amended herein.

ARTICLE I RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Raynham Employees Union as the exclusive bargaining agent for purposes of collective bargaining with respect to wages, hours and other conditions of employment in accordance with General laws for the following bargaining unit:

All full-time employees of the Raynham Highway Department and Transfer/ Recycling Center, exclusive of the Highway Superintendent and administrative help.

ARTICLE II MANAGEMENT RIGHTS

It is agreed by the Town and the Union that this Agreement shall not in any way impair or infringe upon the Town or its duly authorized representatives' rights to determine and prescribe the methods and means by which the Highway Department shall be conducted, except as may otherwise be specifically provided in this Agreement. The Town reserves those rights of an employer to hire, fire, discipline, suspend or discharge for just cause and to direct the operation of such employees.

ARTICLE III CLASSIFICATION AND WAGES

Effective July 1, 2017 the salary schedule shall be increased by 2.0%.
Effective July 1, 2018 the salary schedule shall be increased by 2.0%.
(See Attached Rate Schedule.)

Raynham Highway Department employees may be eligible for future Merit increases based on exceptional performance or special achievement. Merit increases may become effective on July 1 for each year of the contract on receipt of a written evaluation and letter of recommendation from the Highway Superintendent and be subject to approval by the Board of Selectmen. The Superintendent may also notify the employee if their job performance falls below the satisfactory level resulting in the denial of a merit increase prior to July 1. In the event that a merit increase is denied, the employee may request that the Superintendent review his/her performance after six months.

ARTICLE IV GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance shall be defined as a dispute between a member of the bargaining unit covered by this agreement or the Union and the Town over the interpretation or application of the provisions of this Agreement.

Level One: A grievant shall submit said grievance in writing to the Highway Superintendent within five (5) days after the incident giving rise to the grievance has occurred. The Highway Superintendent shall render his decision within ten (10) days after receipt of the grievance.

Level Two: If the grievant is not satisfied with the disposition of said grievance at Level One, he may submit said grievance in writing to the Board of Selectmen at the regularly scheduled meeting next following receipt of the Highway Superintendent's decision. The Board shall render its decision within fifteen (15) days after the Board meeting at which the grievance was submitted.

Level Three: If the grievant is not satisfied with the decision of the Board of Selectmen, the Union may, within fifteen (15) days after said decision, submit the grievance to arbitration to the State Board of conciliation and Arbitration in accordance with said Board's applicable rules.

A grievance submitted in accordance with this procedure shall be in writing, setting forth in detail the nature of the grievance and the remedy requested.

Any time limit specified herein may be extended by agreement of the parties in writing.

ARTICLE V SICK LEAVE

Sick leave with pay shall be granted to the members of the bargaining unit covered by this Agreement on the basis of fifteen (15) days per year cumulative to 270 days.

Credit shall be given upon the execution of this Agreement to those employees who have unused Sick Leave, but in no event shall they be entitled to an accumulation greater than the maximum accumulation of that contract year.

If the employee is absent for three (3) or more consecutive days, a doctor's certificate, at the employee's own expense, may be required by the Highway Superintendent. The doctor's note must identify the general nature and duration of the illness responsible for the absence. In addition, the doctor's note must be legible.

If the employee is absent for five (5) or more consecutive days, the employee may be required by the Highway Superintendent to submit a doctor's certificate, at the employee's own expense, stating the nature of the illness and whether or not the employee is able to return to work.

Initial sick day accumulation will be determined by obtaining the average number of sick days taken, per year, going back to when the sick day records begin, and that average will be multiplied by the number of years of service and that total will be deducted from the 15 sick days per year that is allowed under the provisions of Article V.

Up to five (5) available sick leave days for an employee may be taken as family member sick days in order to attend to health needs or care of an immediate family member.

Sick Leave Incentive

If zero (0) sick days are used in a fiscal year, employee shall receive three (3) days' pay; if one (1) day is used, employee shall receive two (2) days' pay; if two (2) days are used, employee shall receive one (1) day's pay.

The sick leave incentive will be paid in the first pay period following July 1 each year, for the previous year rendered.

Employees covered by this Agreement shall be compensated at the rate of \$25.00 per day for each day of the 15 sick leave days per year to which said employee is entitled and does not take.

In the event an employee covered by this Agreement has reached the maximum of unused accumulation of sick leave in each year of this Agreement, such employee shall be compensated at the rate of \$50.00 per day for each sick leave day not taken, not to

exceed fifteen (15) days per year. For purposes of this paragraph, the maximum accumulation of sick leave shall be defined as two hundred seventy (270) days.

The compensation herein provided shall be paid at the end of each fiscal year.

Sick Leave Buyback: After fifteen (15) consecutive years of service and only upon retirement, resignation or death, an employee or his/her estate shall receive a lump sum payment equivalent to 25% of accumulated sick days up to the maximum accumulation of the current contract year at his/her then current rate of pay.

ARTICLE VI PAID HOLIDAYS

The following days shall be recognized as Paid Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Half Day before Christmas
Independence Day	Christmas Day
Labor Day	Half Day New Year's Eve

Those employees assigned to the Transfer/Recycling Center shall work a full day on Christmas Eve and will be entitled to take four (4) hours off at a time approved by the Superintendent.

Employees shall receive holiday pay for each of the designated holidays regardless of whether or not the employee works during such holidays and regardless of whether the employee is on vacation, is injured or is on sick leave on the occurrence of the holiday.

Paid holidays, at the option of the employee, shall mean a day's pay or compensation time off.

Should any of the designated holidays fall on Saturday or Sunday, the succeeding Monday shall be taken off.

An employee required to work a holiday shall, in addition to holiday pay, receive 1 and one half times the employee's regular pay rate for all hours worked on the holiday.

Employees who fail to work their scheduled workday before and/or after a holiday shall be disqualified for such holiday payments, except, however, when said failure to work

as provided above is caused by illness. In the event of any second or subsequent absences for reasons of illness (before and/or after a holiday) in the same calendar year, the Highway Superintendent, may, in his discretion, require a doctor's certificate at the expense of the employee. Absence for other reasons satisfactory to the Highway Superintendent will also permit the payment of holiday pay. This paragraph shall only apply to single day absences and not to multiple day absences on account of illness, vacations or bereavement leave. A holiday is defined as commencing at 12:01 A.M. of the holiday and ending twenty-four (24) hours thereafter.

Employees will be granted three (3) Personal Days equaling 27 hours time off per fiscal year. Personal time may be used by the hour, half or full day with reasonable written notification to the Highway Superintendent.

Members may accumulate up to 40 hours of compensation time in a fiscal year. Compensation time may not be carried over to a new fiscal year ("use it or lose it").

ARTICLE VII VACATION

Employees of the Highway Department covered by the terms of this Agreement shall be entitled to an annual vacation with pay.

From hire date until two years of service is completed, time shall be granted in accordance with the following schedule:

Upon completion of 6 months	20 hours
Upon completion of 1 year	40 hours
1 year – 2 years	3.5 hours per MOS

Full time employees hired after July 1, 2017 shall receive twenty (20) hours vacation upon successful completion of their six (6) month probationary period. Upon an employee's one year anniversary date, the employee will be granted forty (40) hours vacation.

Employees who have completed fewer than two continuous years of service on July 1 shall be granted three and one-half (3.5) hours vacation time for each full month of continuous employment, not to exceed eighty (80) hours.

If two continuous (2) years of service are completed prior to the start of the next fiscal year, 80 hours will be granted on July 1.

After two (2) continuous years of service have been completed, time shall be granted in accordance with the years of service which will be completed in the fiscal year (July 1 – June 30), per the following schedule:

3 years to 4 years	80 hours
5 years	120 hours

6 years	129 hours
7 years	138 hours
8 years	147 hours
9 years	156 hours
10 years to 15 years	160 hours
16 years	169 hours
17 years	178 hours
18 years	187 hours
19 years	196 hours
20 years	200 hours

Any employee granted 200 hours of vacation time must utilize the time in the same fiscal year the time was awarded.

Subject to the needs of the Highway Department, vacations may be used any time during the year. Employees must provide a reasonable written notice to the Highway Superintendent or their designee requesting vacations.

Regular days off occurring during an employee's vacation will not be counted as vacation days. Holidays occurring during an employee's vacation will not be considered vacation days.

Upon termination of employment, for reasons other than discipline, the employee shall receive payment equal to the amount of vacation he would have received had the termination not occurred. If the termination is as a result of death of the employee, the vacation payment shall be made to the employee's legal beneficiary.

During the period of November 26 to April 15, vacations will granted at the discretion of the Highway Superintendent, and must meet the following terms and conditions:

- The employee must provide written notice requesting vacations during this period at least fourteen (14) day prior to the taking of the vacation.
- The employee must secure coverage of his snow and ice responsibilities (typically sander operations). In the event the backup is from outside the bargaining unit, the employee must be qualified and available.
- The employee must identify the individual who will be assuming his snow and ice responsibilities including the means by which the Town can contact the person who will be covering for him during the vacation.
- Highway employees backfilling other employee's snow and ice responsibilities will be compensated with a prorated amount of stipend designated for the employee on vacation.
- Only one employee at a time will be granted vacation during this time period.
- Vacation requests will be granted in the order in which they are received.

Employees may carry up to 40 unused vacation hours into the next fiscal year and said hours must be used in the next fiscal year; that is, vacation days carried over cannot be accumulated.

Subject to the Highway Superintendent's approval, members may take a week's vacation as pay.

ARTICLE VIII SENIORITY

Seniority shall commence from the date of employment by the Highway Department and shall not be broken by vacation time, sick leave, injury leave, temporary layoff, voluntary leave of absence or military leave. While laid off or under voluntary leave of absence, seniority time will not be disrupted providing this period of time does not exceed ninety (90) days.

If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority governed by the terms of this Agreement.

Seniority will govern, subject to the needs of the Highway Department, in the assignments of vacation and holiday leave.

For the purpose of this Agreement, layoffs will be strictly by seniority. This clause will be reviewed for any future contracts.

ARTICLE IX OVERTIME

An overtime rate of 1 and 1/2 times an employee's regular pay shall be paid to members of this unit for all hours paid in excess of forty (40) hours in one week.

All scheduled overtime shall rotate between those willing to accept it.

An employee called back to work before or after his normal shift shall be entitled to a minimum of four (4) hours pay at overtime rate.

An employee required to work past his normal quitting time shall be entitled to a minimum of one-half (1/2) hour's pay at overtime rate.

The Highway Superintendent or their designee shall keep records in the Department time book of all overtime work. In case of a grievance involving such records, they shall be subject to the examination of the union representative or shop Steward and the foreman involved.

A record of all overtime hours worked by each employee shall be available upon request by any employee that is covered by this Agreement.

Regular Highway department personnel shall have the right of first refusal for all overtime work before any outside workers or workers from other departments are called in. A rotation list shall be periodically updated beginning with the senior most person then rotating around the list to the next eligible person. The list for overtime shall be maintained in the Highway Superintendent's office or his designee, and the list will be used for the assignment of non-emergency overtime. The intent is that overtime shall be equally and impartially distributed to all eligible parties that are interested.

Effective July 1, 2007, 1 ¾ will be the overtime rate for overtime work that employees have not been given 24 hours' notice. It was also agreed that there would not be any change in the rates of pay for Sunday work. This additional overtime requirement does not include the employee who is "on call" or an employee who is responding to emergencies or for situations beyond the control of management, which do not allow the scheduling of overtime within the 24-hour period.

Emergency Overtime

Any overtime, except emergency overtime, shall be voluntary on the part of the employee. There shall be no discrimination, harassment or reprisals taken against an employee who refuses to work non-emergency type of overtime.

Emergency overtime is defined as work that, left undone until regular working hours, will result in unsafe conditions, excessive expense to the Town or serious inconvenience to the residents.

Determination of emergency overtime shall be at the discretion of the Highway Superintendent. The union may appeal the decision to the Selectmen; however, in no case will the work be delayed during an appeal.

After 14 consecutive hours of work, however, employees shall be permitted, at their request and scheduled by the Highway Superintendent on a rotating basis, to take a three (3) hour break without loss of compensation if said break is taken during regular work hours. It is agreed and understood that if the break occurs during non-work hours, the employee shall not be compensated.

On-Call Program for Service and Emergency Overtime

Effective July 1, 2017, the on-call stipend shall be increased to \$250 per week.

The Bargaining Unit must supply a minimum of 3 participants to have an active on-call program. Compliance with the terms set forth below shall be a condition of employment

for those members who are participating in the program and for all employees hired after July 1, 1998.

The Bargaining Unit must provide the schedule with a rotating list of participants covering continuous on call coverage for 24 hours per day, fifty-two weeks per year.

The minimum assignment for any single member is one (1) week. For these purposes, "week" shall be defined as ending and beginning on Friday morning at 7:30AM.

During the period a member is on call, the Town shall provide a cell phone that the member must carry with him at all times.

The minimum communication response time to caller is ten (10) minutes.

The response time to the Highway Garage is thirty minutes except in extenuating circumstances when the member shall call the caller to explain the delay.

Active Members may swap assignment week with other Active members with the responsibility of coordinating the change for the Member who will be on call for that week.

Members who do not meet the intent and responsibilities of the on call program may be subject to disciplinary action such as, but not limited to, non-payment of the weekly stipend and removal from the program.

Members of the bargaining unit will be paid at the rate of one and one-half times their rate of pay for either, at the member's option, the actual time worked or to remain at work for the four (4) hour minimum and be assigned duties by the Superintendent or his designee.

Anytime the on-call person is required to work, said work is to be paid at one and a half (1 ½) times the employees hourly rate.

Snow and Ice Program

The Snow and Ice Program shall be for a period of approximately four and a half months beginning November 26 and ending April 15 of any given year.

The bargaining unit must provide a list of 8 participants. This list of participants may be made up from outside of the bargaining unit in the event that the bargaining unit cannot provide the requisite number from the bargaining unit.

The overtime rate of pay will be increased for snow and ice events to 1 ¾ times the rate of regular pay for all employees in the bargaining unit who work in excess of (40) hours in one week.

At the discretion of the Highway Superintendent, those employees may be directed to spend time away from scheduled work time for the purpose of rest, said time being given for no reason but for rest and rejuvenation. This time is granted to said employees at the total discretion of the Highway Superintendent so as to perform snow and ice activities safely. These employees can continue to receive regular pay but must be using the time as designated. Any employee who is not utilizing the designated time for rest and rejuvenation will not receive the regular pay and be subject to additional disciplinary action. The Superintendent's decision is final and not negotiable.

The Bargaining Unit membership shall have the first right of refusal for the work. Once the position is filled from outside of the Bargaining unit membership, the Town reserves the right to continue this person in the program for that Snow and Ice season.

In the event that member program participation cannot be met under the methods specified in paragraphs (2) and (3) above, the Town reserves the right to mandate participation in the program from the Bargaining Unit as a condition of employment, in order to meet the Public Safety responsibilities of the Highway department.

The participating members must be available for on call service and will be provided beepers during the period specified in paragraph (1) and responding within ten (10) minutes that a verbal message was received for on call service and the member is responding.

Depending upon the distance the member's home is from the Highway Garage, a reasonable response time is required but no longer than thirty minutes to report to the Highway Garage with consideration for extenuating circumstances.

Members of the bargaining unit are required by terms of employment to participate in the salting operation within the snow and ice program. All available equipment must have an operator provided by the bargaining unit if there are sufficient members available. All participants will receive a \$1,000.00 stipend in two payments of \$500.00 each plus a \$500 bonus if called out for more than 10 events. The 10 events are defined as salting or full plowing events that are not performed during normal work periods. First payment will be in the last pay period of January and the final payment will be at the end of the program. When the number of bonus events is reached, the bonus will be paid at the following pay period.

Those members who do not sign up on or before November 26th of a given year to participate in the snow and ice program and are required by the Highway Superintendent to participate as a condition of employment in order to meet the public safety responsibilities of the Highway Department, will receive a plowing stipend of \$500.00 in two payments. First payment will be in the last pay period of January and the final payment will be at the end of the program.

Members of the Bargaining Unit who do not meet the intent and specified requirements of this Agreement will be subject to disciplinary action such as, but not limited to loss of the stipend and removal from the program.

If the mechanic is a participant in the snow and ice program and is required to perform mechanical duties, the union will provide a temporary replacement.

Senior employees will have first right of refusal for program participation. In the event that all equipment is not covered at the end of the solicitation, the Highway Superintendent will assign unassigned employees to the program from the most junior to the most senior employee.

When it becomes necessary to hire additional personnel from outside the bargaining unit to perform emergency activities and operate Highway Department vehicles, the Town may hire said temporary employees on an as-needed basis at the rate of pay which is not more than 1 3/4 times the rate of the lowest paid HMEO as long as the pay rate of said employee(s) does not violate any state and/or federal laws.

Exclusion to the terms and conditions of hiring temporary emergency employees from outside the bargaining unit: When an extreme emergency is declared by the Board of Selectmen and in the opinion of the Highway Superintendent additional personnel are needed to meet public safety concerns and the employees of the bargaining unit cannot meet the requirements through no fault of their own, additional employees may be hired above the specified rate of pay stated above.

Transfer/Recycling Facility employee arriving early to prepare facility for opening under snow and ice conditions shall receive a stipend of \$250 per year to be paid at the end of the program (on or about April 15).

ARTICLE X CLOTHING AND CLEANING ALLOWANCE

Members of the Bargaining Unit shall be paid clothing and cleaning allowance of as follows;

Effective July 1, 2017, the cleaning/clothing allowance shall be increased by a \$100 to \$1925 annually.

Effective July 1, 2018, the cleaning/clothing allowance shall be increased by \$25 to \$1950 annually.

Clothing & Cleaning Allowance will be totaled, divided by (52) weeks, and that amount will then be added to the base pay of each step of the contract. That amount will then be the base pay for each step of the contract. That base pay amount will be factored for yearly salary, longevity, holiday pay, vacation pay, and sick incentive pay. The Town will

continue to require that all employees covered under this Agreement will maintain the required clothing which shall be presentable at all time, more specifically detailed as follows:

- (a) Highway Employees will be required to wear at work blue work clothing that has similarity within the department and with Raynham Highway Department clearly identified on the shirt or coat. Approved safety colored clothing that is similarly labeled shall also be allowed.
- (b) Pants will be dark blue in color and can be dungaree material. (Jeans) and not designer quality.
- (c) Program will include the purchase of all foul weather gear by the employee with the exception of rain gear, gloves or specialized safety cloths.
- (d) Steel toe safety shoes will be required during work period with only exceptions when special foot wear is required by management.
- (e) Management must provide a line item in the budget that will provide for specialized and safety clothing.
- (f) The Highway Superintendent with the General Foreman's input shall determine if clothing meets the intent of the contract to provide work clothing that is not necessary suitable for other activities. Shirts and coats to have department name silk screened or embroidered on the front in legible fashion.
- (g) Cold weather clothes may be brown duck or safety colored.

ARTICLE XI HEALTH AND WELFARE

The Town agrees to maintain at the same level or at a higher level, at its option, all Town vehicles' liability, group accident and group insurance plans affording coverage to employees covered by the terms of this Agreement in effect on the date of this Agreement.

Effective July 1, 2007, bargaining unit members who are eligible for group health insurance and are participating in one of the Town's family plans as of July 1, 2007, and subsequently drop the Town's group health insurance plan for a full "health year," shall receive a stipend of three thousand five hundred (\$3,500.00) dollars payable in two payments: one-half on or about December 31 and one-half on or about June 30th each year. Likewise, members who have individual plans shall receive a stipend of One thousand seven hundred and fifty (\$1,750) dollars each year.

New employees hired after July 1, 2007, who are eligible for group health insurance but elect not to participate, shall receive an annual payment of one thousand seven hundred fifty (\$1,750) dollars payable on or about June 30.

Health Insurance for new employees would be at 75% instead of the 86% family to 90% individual. Employee agrees to the proposed changes to the Town's contribution to Blue

Cross HMO for new employees only with the stipulation that it will only come into effect if mutually agreed upon by all other bargaining units of the Town.

In the event that dental insurance is offered to the other Town unions, the Town will offer the same plan to the Raynham Employees Union.

Members of the bargaining unit who enroll in a health club will be reimbursed \$150 at the end of the fiscal year, provided that the employee provides the Highway Superintendent with adequate proof that he has utilized the health club at least 26 times during the fiscal year.

ARTICLE XII EXISTING LEAVE POLICY

Individual circumstances will prevail at the discretion of the Highway Superintendent.

BEREAVEMENT LEAVE

- A. An employee shall be entitled to the extent necessary, but not in excess of four (4) days leave with pay for purposes of grieving, making funeral arrangement and/or attending the funeral.
- B. Such leave shall be for the death of:
 - (1) spouse, domestic partner, child, parent, sibling, step-family, grandparent or grandchild of employee; or
 - (2) child, parent, step-family, grandparent or grandchild of employees spouse or domestic partner;
 - (3) or any relative living in the household of the employee.
- C. An employee shall be entitled to one (1) day with pay for a relative who is not listed above and/or any person living in the household of the employee.
- D. An additional day may be used and charged to sick leave.

ARTICLE XIII HOURS OF WORK, LUNCH BREAK, REST PERIOD

- 1. The hours of work shall be from 7:00 a.m. until 3:30 p.m. daily, unless otherwise agreed upon by the Highway Superintendent.
- 2. A lunch break of one-half (1/2) hour duration shall be granted to be taken as close to 12:00 noon as possible.

3. The employee shall be granted a fifteen (15) minute rest period (coffee break) in the morning and afternoon on site, or at the Highway Superintendent's discretion.

4. Employees who work beyond their regular quitting time and into the next shift shall, after ten (10) hours from their original starting time, receive a one-half (1/2) hour meal break. In addition, they will be granted the regular rest periods occurring during the shift.

5. The transfer station will close 15 minutes prior to current scheduled closing to allow the employees ample time for closing and cleaning up. Agreement will take effect 45 days after this Memorandum is signed by both parties.

ARTICLE XIV SUMMER SCHEDULE

The summer schedule shall consist of four (4) days at nine (9) hours each and one (1) day at four (4) hours to make up 40 hours per week. For purposes of Article VII Vacation, 1 day will be equal to 9 hours.

ARTICLE XV TEMPERATURE CLAUSE

Except in cases of emergency, when the weather becomes inclement, (to include either heat or cold), the continuance of work for the duration of the shift shall be at the discretion of the Highway Superintendent. Should the Highway Superintendent order suspension of work for a portion of or for the remainder of the shift, the employees involved will be paid straight time rates until the end of the shift. However, employees will be reassigned to areas where the weather is not so oppressive as to warrant consideration of a relief from work.

ARTICLE XVI LONGEVITY PAY

Employees covered by this Agreement shall receive annual longevity payment as follows:

Upon completion of 5 years of service	\$250
Upon completion of 10 years of service	1.0% of employee's base pay
Upon completion of 11 years of service	1.1% of employee's base pay
Upon completion of 12 years of service	1.2% of employee's base pay
Upon completion of 13 years of service	1.3% of employee's base pay
Upon completion of 14 years of service	1.4% of employee's base pay
Upon completion of 15 years of service	1.5% of employee's base pay
Upon completion of 16 years of service	1.6% of employee's base pay

Upon completion of 17 years of service	1.7% of employee's base pay
Upon completion of 18 years of service	1.8% of employee's base pay
Upon completion of 19 years of service	1.9% of employee's base pay
Upon completion of 20 years of service	2.0% of employee's base pay
Upon completion of 21 years of service	2.1% of employee's base pay
Upon completion of 22 years of service	2.2% of employee's base pay
Upon completion of 23 years of service	2.3% of employee's base pay
Upon completion of 24 years of service	2.4% of employee's base pay
Upon completion of 25 years of service	2.5% of employee's base pay
Upon completion of 30 years of service	3.0% of employee's base pay
Upon completion of 35 years of service	3.5% of employee's base pay

Effective July 1, 2013, longevity pay will be paid on the employee's anniversary date.

**ARTICLE XVII
JURY DUTY**

The Town agrees to make up the difference between an employee's pay for jury duty and his regular pay.

**ARTICLE XVIII
MILITARY RESERVE TRAINING DUTY PAY**

In an affirmation of its support of the National Guard and Armed Forces Reserve programs, the Town agrees to pay an employee fifty (50%) percent of his regular salary for up to two (2) weeks of annual military training duty.

**ARTICLE XIX
UNION REPRESENTATIVES AND DISCRIMINATION**

The Union Representative shall be granted reasonable time off (with pay) during working hours to investigate and settle grievances and to transact other Union business which cannot be taken care of during non-working hours, at the discretion of the Highway Superintendent.

The Town shall not discriminate against any employee because of his participation in the Union or because of his adherence to any provision of this Agreement or because of his refusal to comply with any other order that would violate the terms of this Agreement.

**ARTICLE XX
DURATION OF CONTRACT**

This Agreement shall be in force and effect for the period July 1, 2017 through June 30, 2019.

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future State laws or bylaws of the Town, unless exempted by the provisions of G. L. (Ter. Ed.) c. 150E.

Should any Article, section or portion thereof of this Agreement be held unlawful or invalid by any Court, Agency or Board of competent jurisdiction, or in conflict with existing State laws, such decision shall apply only to the specific Article, section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof, if requested by either party. The remaining parts or provisions shall remain in full force and effect.

Either party may recommend any or all parts of the Agreement to be reopened for negotiations provided one of the parties advises the other not later than one hundred twenty (120) days prior to the termination date of this Agreement, by submission and receipt in writing to the other party of such recommendations. The party receiving the request for reopening of the contract will then be provided an opportunity to submit their recommendations or proposals prior to the start of formal negotiations at a date not later than ninety (90) days prior to the expiration date.

ARTICLE XXI MISCELLANEOUS

1. The Town agrees to pay for the license renewal fee and upgrades of Hoisting Engineer's' licenses and endorsements for heavy motor equipment operators, and CDL Class A and Class B drivers' licenses.
2. During snow and ice events, the Town will provide an opportunity to obtain a meal at the restaurant of the employee's choice within the Town of Raynham. The Highway Superintendent or his designated agent must approve the time of these meal breaks. After every 14 consecutive hours of snow and ice operations, the Highway Department employee will be paid a \$30.00 stipend as compensation.
3. When an employee other than a designated heavy equipment operator is assigned to operate any departmental or rental equipment which requires a specified hoisting license such as a front-end loader, skid steer, bulldozer, backhoe, sweeper, catch basin cleaner, road-side brush mower, etc., shall be paid at the current base hourly rate for a Heavy Motor Equipment Operator (HMEO) for the amount of time actually assigned to the machine, and/or after two hours of assignment shall be paid that rate for the whole day.

4. Any member of the bargaining unit who has received a HE-2A or 2B, 4E and 4G Hoisting Engineer's license from the Commonwealth of Massachusetts Department of Public Safety and has demonstrated to the Highway Superintendent and their designee that they possess the necessary skill and ability to safely operate said equipment in public streets may receive at minimum the base hourly rate of a heavy equipment operator (HMEO) for the operation of equipment generally specified in Article XXI, paragraph 3.

5. Reclassification or upgrade of any employee not currently in a position designated as an HMEO is at the discretion of the Highway Superintendent, subject to a skills and safety evaluation, and approved budget appropriation. All employees classified as full HMEO designation shall possess or obtain within a reasonable and agreed upon designated time period (between 6 and 12 months) all the necessary licenses and endorsements to operate all current and future departmental equipment critical to the routine maintenance and repair of the Town's infrastructure. Minimum hydraulic Hoisting Engineers licenses required for full HMEO designation consists of HE-2A (preferred) or 2B (required) and 4E and 4G. Employees hired before January 1, 2015 shall be exempt (grandfathered) from the abovementioned licensing requirements and not be required to upgrade licenses beyond their current levels as a condition of employment or be subject to disciplinary action for failure to do so. Employees hired before January 1, 2015 shall be required to maintain their currently documented individual level of licensing in good standing.

6. No one outside the bargaining unit shall perform work normally done by those employees within the unit if the employees who normally perform such work are available and able to do the work.

7. The town shall pay for the cost of medical examinations required for obtaining CDL and hydraulic licenses since these licenses are a condition of employment. If the employee gets the examination at the Town-approved medical facility the invoice will be directly sent to the Town for payment. In the event the employee chooses to use a medical facility other than the Town's, the employee shall only be reimbursed the same amount paid to Town's approved facility.

8. No employee shall be directed to operate any vehicle or equipment for which he does not hold an operator's license.

9. The employee shall have the right to answer any material filed in his/her personnel file and his/her answer shall be attached to the filed copy. Any employee shall have the right, upon written request, at reasonable times, to examine all materials in his/her personnel file which is neither confidential nor privileged under law, in the presence of the employer or his/her legal designee. A copy of materials in an employee's personnel file shall be furnished to an employee when he/she requests.

10. The Town shall provide Hepatitis B vaccinations to members of the bargaining unit.

11. When a bargaining unit position becomes vacant and it is determined by the Town that it is necessary to fill that position immediately, the Town may do so at a rate it determines, but not more than the lowest paid employee in that position, for a period of not more than ninety (90) days.

12. Light duty position for an employee that is on injury, who is able to perform light duty tasks, would be at the discretion of the Highway Superintendent and must be considered a "non-grievable" issue. Opportunities would be on a case-by-case basis and not a guaranteed option. Only one (1) employee is eligible for light duty at a time.

13. The Highway Superintendent will purchase all weather gear for employees on an as-needed basis.

14. Effective July 1, 2017, any employee that has or obtains a CDL Class A license shall receive an increase in pay of \$0.25 per hour.

ARTICLE XXII SAFETY

1. A Safety Committee will be formed consisting of the Highway Superintendent, a member of the bargaining unit, and a mechanic agreed to by the parties to review equipment needs and evaluate the conditions of vehicles and other safety related matters. Such Committee is to meet monthly.

2. Protective covering - All vehicles and equipment shall be equipped with weatherproof cabs or roofs with weatherproof side curtains for use in inclement weather. No employee shall be required to operate any vehicle or equipment without adequate protection from the weather.

3. When the operator of a vehicle or any equipment that he has been assigned to finds a defect in said vehicle or equipment, the operator is required to notify the Highway Superintendent and mechanic in writing of said defect.

4. Safety Glasses - Employees covered by this Agreement who normally require corrective lenses in their day-to-day activities (not merely reading glasses) shall have provided by the Town one pair of prescription safety glasses. Such glasses shall be repaired or replaced by the Town when broken or damaged in Town service.

ARTICLE XXIII CLASSIFICATION

1. For the purpose of this contract, all regular and full-time employees of the Raynham Highway Department, exclusive of the Highway Superintendent and administrative help, shall be assigned one of the following classifications:

- a) General Foreman
- b) Highway Department Working Foreman
- c) Solid Waste Foreman
- d) Lead Mechanic/Shop Foreman
- e) Heavy Motor Equipment Operator (HMEO)
- f) Light Equipment Operator
- g) Truck Driver
- h) Laborer/Attendant
- i) Tree Department Working Foreman
- j) Tree Department Climber/Laborer

Nothing in this agreement shall prevent any employee from working in another position within the Highway Department at or below their current job classification and description. Refer to complete Job Descriptions for details of responsibilities and license requirements for each classification.

2. Working Out of Job Classification:

a) If an employee is assigned to perform the duties of a position classified in a lower level than the employee's then current classifications, the employee shall be compensated at their regular rate of pay as if performing their regular duties.

b) If an employee is assigned to perform the duties of a position classified in a higher level than the employee's then current classification, for a period of more than ten (10) consecutive days, including holidays and one (1) sick days, the employee shall be compensated at the lowest step necessary (in the higher position) to give the employee and increase of at least 10% over their current rate. Employees who are required to supervise seasonal employees when working at a higher classification will receive the increase in pay for any days work beyond the initial five (5) day period.

c) The short term assignment of an employee to the work of another classification for the purpose of training the employee to learn the work, or for emergency coverage, shall not be deemed a promotion or temporary assignment.

Each employee shall be furnished with a copy of his/her job description.

If during the term of this agreement any new position is created within the bargaining unit or any positions covered by this agreement has a change in its responsibilities, the

wages, hours and working conditions for such positions shall be subject to negotiations between the parties to this agreement.

The town agrees to add an additional position of Highway Department Working Foreman. This position will be filled from within the bargaining unit. The vacated position will be filled at the discretion of the Town.

ARTICLE XXIV TRANSFER/RECYCLING SHELTER

The Town will provide a heated transfer/recycling shelter for use by the attendant.

ARTICLE XXV PROBATIONARY PERIOD

New hires shall serve a six (6) month probationary period during which they may be discharged without cause and any such discharge shall not be subject to the grievance or arbitration procedures set forth herein. In the event that an individual hired pursuant to Article XXI paragraph 10 is actually hired to fill a position, the first ninety (90) days shall count toward the six-month probationary period.

ARTICLE XXVI TRAINING AND EDUCATION

The employer agrees to entertain all reasonable requests, to the extent possible, by employees for training at the work site.

The employer agrees to reimburse employees for the cost of job related courses, provided that a written request is filed with and approved by the Highway Superintendent prior to the beginning of the course and provided that a passing grade is obtained. Proof of course completion shall be provided upon reimbursement. In the event that a grade is issued for a course, a grade of C or 70 or better will be required for reimbursement.

The Town may require and be willing to pay for a Town employee to obtain certifications for handling of hazardous material such as but not limited to HAZ-WOPPER training. Training is usually during an employee's normal work periods.

For the successful completion of the course with certification, the Town will pay a one-time stipend of \$500.00 and an additional stipend of \$500.00 for each year the certification is renewed. Such training is at the discretion of the Highway Superintendent must be approved by him prior to the training sessions.

The Town will pay \$1,500.00 for an individual from the bargaining unit as a stipend payment for conducting landfill gas monitoring pursuant to DEP regulations 310 CMR 19. Amount will be paid in two payments, one at end of June the other at end of December. This person must be qualified and successfully conduct the testing procedure. In the event this person who normally conducts the test is not available and another member of the bargaining unit performs the test successfully, then this individual will receive \$200 for each round of test completed successfully. All payments made to the alternate employee(s) will be deducted from the \$1,500.00 budget for this work and the balance paid to the employee who normally conducts the test if they assume normal testing schedule.

Pesticide License-The Town will pay an annual stipend of \$1,500 to one individual in the bargaining unit for successful completion and maintenance (renewal) of the State pesticide license as evidenced by a certificate. The Town will pay for all recertification and training to maintain (renew) the license.

The Superintendent shall provide members with the opportunity to attend seminars or events for professional development consistent with the member's job duties and subject to adequate funding and staffing.

OVERTIME FOR TRAINING

(1) The Town shall pay the overtime rate for training and/or travel that causes the employee to exceed the normal 40-hour work period. All training must directly relate to employee's job or show substantial benefit to the Town and must be approved in advance by the Highway Superintendent.

(a) In the event funding is not available, compensating time off [CTO] is an option the Superintendent may choose.

(2) In the event that the training requires travel the Town will provide transportation or pay mileage at rates set by Board of Selectmen.

(3) If the training involves overnight stay, employees will be paid for lodging, food and for a normal work period not at the overtime rate.

(4) Under the classification of Employee Beneficial, the employee will not be paid at an overtime rate when exceeding the normal 40-hour work week for attending professional association shows and seminars. However, travel may be provided at the Superintendent's discretion.

ARTICLE XXVII HIGHWAY DEPARTMENT PAY SCHEDULE

Pay Schedule to be revised as an Addendum to this Agreement at a later date.

The following positions were previously added to the pay schedule:


Groundskeeper 1 – Same as HMEO
Groundskeeper 2 – Same as Truck Driver
Groundskeeper 3 – Same as laborer

Craftsman A – Same as HMEO
Craftsman B – Same as Truck Driver

ARTICLE XXVIII DISCIPLINE

- A. An employee, at his/her request, must be allowed an official representative of the Union to be present at any investigatory interview, conference, hearing, or meeting which may reasonably be expected to result in disciplinary action.
- B. No disciplinary action shall be placed in an employee's personnel file unless he/she has first seen it and has signed it. Such signature does not signify agreement with content.
- C. If there is a disagreement with any information contained in such disciplinary action, the removal or correction of such information may be mutually agreed upon by the Employer and the employee, with or without the Union. If mutual agreement is not reached, the employee may submit a written statement explaining his/her position. The written statement will be attached to the original information. The statement shall be included whenever the original information is sent to a third party as long as the original information is retained.
- D. In the event that the employee refuses to sign a disciplinary document, the date and time of such refusal will be noted and the presenter will sign also verifying that the presenter advised the employee that he/she was signing for receipt only and the discipline will be placed in the employee's file.
- E. Disciplinary action will be implemented within 90 days of the final decision but after the appeal period has been exhausted. The Highway Superintendent has the discretion, within the 90 day period, to implement the disciplinary action as he sees fit.

Wherefore, the parties by their duly authorized representatives have caused this Agreement to be executed this 2 day of May, 2017.



Town of Raynham



Raynham Employees Union,
Highway Department Unit