

TOWN OF RAYNHAM

AND

RAYNHAM SEWER DEPARTMENT EMPLOYEES UNION

COLLECTIVE BARGAINING 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 Sewer Department Employees Union, hereinafter referred to as the "Union," upon the following covenants, stipulations, statements, terms and conditions.

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**ARTICLE I
RECOGNITION AND BARGAINING UNIT**

The Town hereby recognizes the Raynham Sewer Department 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 the General Laws of Massachusetts for the following bargaining unit positions:

All full-time employees of the Raynham Sewer Department, exclusive of the Sewer Superintendent, as follows

**ARTICLE II
MANAGEMENT RIGHTS**

It is agreed by and between the Town and the Union that this Agreement shall not in any way impair or infringe upon the Town's rights to determine and prescribe the methods and means by which the Sewer Department shall be conducted except as may otherwise be specifically provided in this Agreement. The Town reserves those rights of an employer to promote, hire, fire, discipline, suspend, or discharge for good cause any employee subject to this agreement, and to direct the operation of such employees without impediment except as specifically prescribed by applicable state and federal law.

**ARTICLE III
CLASSIFICATION AND WAGES**

Assistant Superintendent	Appendix A - Salary Schedule D
Chief Pumping Station Operator	Appendix A - Salary Schedule D
Pumping Station Operator	Appendix A - Salary Schedule A
Collection System Operator	Appendix A - Salary Schedule B
Pumping Station Electrical Technician	Appendix A - Salary Schedule E
Inspector	Appendix A - Salary Schedule C
Sewer Department Administrative Technician	Appendix A - Salary Schedule F

Step increases depicted in salary schedules shall be based on performance or special achievement. **The following certifications combined with fully successful job performance will qualify for a special achievement step increase.**

**Wastewater Collection Systems Certification Grade 4
Certified WWTF Operator Grade 4
Certified WWTF Operator Grade 6**

The Superintendent shall notify in writing any employee whose job performance falls below the satisfactory level, thereby resulting in the denial of a step increase. Said notice shall be given on or before the anniversary date of said employee's hire.

ARTICLE IV GRIEVANCE PROCEDURE

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

Level One: A grievant shall submit said grievance in writing to the Sewer Superintendent within five (5) days after the grievant knew or should have known of the incident giving rise to the grievance. The Sewer Superintendent shall render his decision within ten (10) days after receipt of the grievance.

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

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

A grievance submitted in accordance with this procedure shall be in writing and shall set 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. Upon termination of employment by reason of retirement, resignation, or death, the employee or beneficiary shall be entitled to a lump sum payment of fifty per cent (50%) of accumulated sick leave credited to his account. The maximum lump sum payment shall be the lesser of fifty per cent (50%) of said total accumulation or one hundred thirty (130) days at the employee's then current per diem rate.

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 Sewer Superintendent.

If the employee is absent for five (5) or more consecutive days, the employee may be required by the Sewer 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.

ARTICLE VI VACATION

Employees of the Sewer Department covered by the terms of this Agreement shall be entitled to an annual vacation with pay in accordance with the following schedule.

0-3 years	13 days (104 hours)
3-15 years	20 days (160 hours)
16-20 years	26 days (208 hours)
After 20 years	31 days (248 hours)

Vacation time shall accrue at the rate of two (2) hours per week, three (3) hours per week, and four (4) hours per week for the 13-day, 20-day and 26-day schedules respectively. Four point five (9.5) hours per week for 31-day schedule. An additional four (4) hours will be added to Week 52 for employees with twenty (20) days vacation to total one hundred and sixty (160) hours. An additional one (1) hour will be added to Week 52 for employees with thirty-one (31) days' vacation to total two hundred forty (248) hours.

Upon termination of employment by reason of retirement, resignation, or death, the employee shall be entitled to a lump sum payment for any accumulated vacation time credited to his or her account. The maximum accumulation of vacation shall be thirty (30) days.

ARTICLE VII OVERTIME\CALL BACK

An overtime rate equal to one and one-half (1.5) times an employee's regular hourly rate of pay shall be paid to members of this unit for all hours worked in excess of forty (40) hours in one week.

Sewer Department employees on-call during recognized holidays shall be paid four (4) hours overtime to inspect the Town's sewage pumping stations.

Sewer Department employees shall be paid a minimum of four (4) hours overtime for call back. If more than four (4) hours are required to resolve the situation, each additional hour or increment thereof will be paid at the overtime rate.

Sewer Department employees shall be paid a minimum of one (1) hour overtime for call back that occurs one hour before the start of the regular workday or one hour after the end of the regular workday.

In accordance with the critical requirements of Article X, Sewer Department employees are required to be on-call. Sewer Department employees in on-call status shall receive for that week on call: **July 1, 2022 - \$205.00 July 1, 2023 - \$215.00 July 1, 2024 - \$230.00**

The Superintendent shall establish work schedules that will include the on-call assignments required for the operation of the sewer system.

The Administrative Technician shall not be eligible for on-call status.

ARTICLE VIII CLOTHING ALLOWANCE

Each member covered by this Agreement shall be paid an annual clothing allowance as follows in one payment to be made during the first month of each fiscal year.

July 1, 2022 - \$1,115.00 July 1, 2023 - \$1,130.00 July 1, 2024 - \$1,145.00

Each member covered by this Agreement shall be paid an annual cleaning allowance as follows in one payment to be made during the first month of each fiscal year.

July 1, 2022 - \$815.00 July 1, 2023 - \$830.00 July 1, 2024 - \$845.00

The Administrative Technician shall receive clothing allowance amounting to:

July 1, 2022 \$565.00 July 1, 2023 - \$580.00 July 1, 2024 - \$595.00

**ARTICLE IX
BENEFITS**

Group Life Insurance – Sewer Department employees shall be eligible for life insurance in accordance with Massachusetts General Laws as accepted by the Town of Raynham.

Health Benefits Program – Sewer Department employees shall be eligible for the Health Benefits program available to other Town employees.

Effective July 1,2013, employees hired on or after that date and whom choose any of the HMOs offered by the Town shall contribute twenty (20%) toward the premium and the Town shall contribute eighty (80%)

Effective July 1,2022, employees hired on or after that date and who choose any of the HMOs offered by the Town shall contribute twenty-five percent (25%) toward the premium and the Town will contribute seventy-five percent (75%); any employees who chooses the PPO health plan shall contribute thirty percent (30%) toward the premium and the Town shall contribute seventy percent (70%)

Retirement – Sewer Department employees shall be placed in the Bristol County Retirement System. Benefits shall be in accordance with Chapter 32 of the Massachusetts General Laws and Sewer Department employees shall be eligible for benefits as indicated therein.

Court Leave – Sewer Department employees will be excused from work if called for jury duty. The Town will pay the difference between the employee’s pay and any compensation received from jury duty.

Family Leave – The Town shall comply with the Family Medical Leave Act.

Holidays - The following days shall be recognized as holidays.

New Year’s Day	Veterans’ Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Day after Thanksgiving
Patriots’ Day	Half day before Christmas
Juneteenth	Christmas Day
Independence Day	Half day before New Years
Labor Day	New Years Day
Columbus Day	

The Superintendent shall have the right to call Sewer Department employees to work on any or all of said holidays or portions thereof in the event of an emergency.

Should any of the designated holidays fall on a Saturday or Sunday, the succeeding Monday shall be granted as the Holiday.

Funeral Leave – Sewer Department employees shall be entitled to the extent necessary, but not in excess of, four (4) days leave with pay for purposes of grieving, making funeral arrangements and/or attending the funerals following the death of:

1. Spouse, child, parent, sibling, grandparent, or grandchild of employee; or
2. Parent, grandparent, or grandchild of employee’s spouse.

**ARTICLE X
HOURS OF WORK**

The Town of Raynham Sewer Department must operate 365 days a year. Accordingly, the Superintendent shall establish work schedules that will permit 365 days operation of the sewer system.

**ARTICLE XI
UNION REPRESENTATIVES AND DISCRIMINATION**

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

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

**ARTICLE XII
DURATION OF THE CONTRACT**

This Agreement shall be in force and effect for the period July 1, 2019 through and concluding on June 30, 2022. **Memorandum of Agreement July 1,2022 through and including June 30, 2025**

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 of this Agreement be held unlawful or invalid by any Court, Agency, or Board of competent jurisdiction or found to be in conflict with any 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. All remaining parts and provisions of the agreement 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 in writing not later than one hundred twenty (120) days prior to the termination date of this Agreement of such recommendations. The party receiving the request for reopening of the contract will then be provided an opportunity to submit recommendations or proposals to the other party prior to the start of formal negotiations at a date not later than ninety (90) days prior to the expiration date of the agreement.

**ARTICLE XIII
TRAINING AND PROFESSIONAL DEVELOPMENT**

In recognition of the highly technical nature of the operation and maintenance of the Town's sewer system, the Superintendent shall schedule formal training for Sewer Department employees when available.

Sewer Department employees shall be required to obtain a Grade 2 Wastewater Treatment Plant and Sewage Collection System License within three years of employment. The Superintendent shall assist Sewer Department employees as required and prominently display the License in the Sewer Department office. The Sewer Department shall pay the cost of obtaining and renewing the above licenses.

**ARTICLE XIV
SAFETY**

Each Sewer Department Employee will be issued safety manuals adopted by the Sewer Superintendent. Sewer Department employees are required to follow the requirements and recommendations of these manuals to ensure personal safety.

**ARTICLE XV
CLASSIFICATION**

For the purpose of this contract, all regular and full-time employees of the Raynham Sewer Department, exclusive of the Sewer Superintendent, shall be assigned one of the following classifications

**Assistant Superintendent
Chief Pumping Station Operator
Pumping Station Operator
Pumping Station Electrical Technician
Collection System Operator
Administrative Technician
Inspector**

**ARTICLE XVI
FAIR EMPLOYMENT PRACTICES**

The Employer shall not discriminate against any employee on grounds of race, religion, creed, color, national or ethnic origin, sex, age, physical handicap or disability, marital status, sexual orientation or preference, citizenship status, or union participation.

**ARTICLE XVII
PART-TIME EMPLOYEES**

Sewer Department employees who work less than forty (40) hours per week, shall earn holiday pay, vacation, and sick leave in the same proportion that the total part-time service bears to full-time service, "full-time service" being defined as forty (40) regularly scheduled hour per week. Upon termination of employment by reason of retirement, resignation or, death, part-time employees shall be entitled to a lump sum payment for any accumulated vacation time credited to his or her account and also any unused compensatory time earned by said employee, both of which shall be at the then current hourly rate of pay for the employee.

**ARTICLE XVIII
UNION DUES**

The Town agrees to deduct Union initiation fees and Union dues monthly following receipt of written authorization from each employee and to remit such monies collected thereby to the Secretary-Treasurer of the Sewer Employees Union not later than the twentieth (20) day of the month in which the deduction was made.

**ARTICLE XIX
SENIORITY**

Seniority shall commence from the date of employment with the Sewer 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 or she shall lose all seniority governed by the terms of this Agreement.

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

For the purpose of this Agreement, layoffs will strictly be based on seniority.

**ARTICLE XX
LONGEVITY**

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

Upon the completion of	5 years of service, \$250.00
Upon the completion of	10 years of service, 1.0% of employees base pay
Upon the completion of	11 years of service, 1.1% of employees base pay
Upon the completion of	12 years of service, 1.2% of employees base pay
Upon the completion of	13 years of service, 1.3% of employees base pay
Upon the completion of	14 years of service, 1.4% of employees base pay
Upon the completion of	15 years of service, 1.5% of employees base pay
Upon the completion of	16 years of service, 1.6% of employees base pay
Upon the completion of	17 years of service, 1.7% of employees base pay
Upon the completion of	18 years of service, 1.8% of employees base pay
Upon the completion of	19 years of service, 1.9% of employees base pay
Upon the completion of	20 years of service, 2.0% of employees base pay
Upon the completion of	21 years of service, 2.1% of employees base pay
Upon the completion of	22 years of service, 2.2% of employees base pay
Upon the completion of	23 years of service, 2.3% of employees base pay
Upon the completion of	24 years of service, 2.4% of employees base pay
Upon the completion of	25 years of service, 2.5% of employees

Payment of Longevity shall be in two installments: the last pay period before Christmas and the last pay period before the end of the fiscal year.

**ARTICLE XXI
LICENSES**

Effective July 1, 2013, any employee with a valid hoist engineer's license shall receive \$.75 per hour added to his hourly rate.

The Administrative Technician position shall not be eligible for a hoist engineer's license stipend.

**ARTICLE XXI
Health insurance Opt – out:**

Effective July 1, 2010, bargaining unit members who are eligible for group health insurance and are participating in one of the Town's family plans as of June 30, 2010 and subsequently drop the Town's group health insurance plan for a full year, shall receive a stipend of three thousand five hundred (\$3,500.00) dollars payable in two payments: one half on or about December 31st. and the other on or about June 30th each year. Likewise, members who have individual plans shall receive a stipend of \$1,750.00 each year. Re-enrollment in a Town health insurance plan disqualifies the employee from any further payments under this article.

New Employees hired after July 1, 2010, who are eligible for group health insurance but elect not to participate, shall receive an annual payment of one thousand seven hundred fifty dollars (\$1,750) payable on or about June 30. Enrollment in a Town health insurance plan disqualifies the employee from any further payments under this article.

Employees who are receiving the opt-out stipend and resign or retire prior to the payment date of the stipend will have the stipend prorated according to the months worked in that fiscal year.

**ARTICLE XXII
SIGNATURE PAGE**

**WHEREFORE, the Town and the Union have caused this Agreement to be signed by their
respective authorized representatives on the ____th day of**

*For the Town Board
Town Board of Selectmen*

*For the Sewer Department
Employees Union*

Board of Sewer Commissioners

Superintendent

