



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MARLBOROUGH

AND

**MASSACHUSETTS LABORERS DISTRICT COUNCIL OF THE
LABORERS INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO- LOCAL 176**

(DPW ENGINEERS)

July 1, 2012- June 30, 2015

TABLE OF CONTENTS

	PAGE
ARTICLE 1 <u>RECOGNITION</u>	- 1 -
ARTICLE 2 <u>MANAGEMENT RIGHTS</u>	- 2 -
ARTICLE 3 <u>JOB SECURITY/SUBCONTRACTING</u>	- 3 -
ARTICLE 4 <u>UNION DUES DEDUCTION</u>	- 4 -
ARTICLE 5 <u>UNION REPRESENTATIVES</u>	- 5 -
ARTICLE 6 <u>JUST CAUSE</u>	- 6 -
ARTICLE 7 <u>GRIEVANCE AND ARBITRATION PROCEDURE</u>	- 6 -
ARTICLE 8 <u>VACANCIES AND PROMOTIONS</u>	- 7 -
ARTICLE 9 <u>COMPENSATION</u>	- 9 -
ARTICLE 10 <u>OVERTIME</u>	- 11 -
ARTICLE 11 <u>LONGEVITY</u>	- 12 -
ARTICLE 12 <u>CLOTHING ALLOWANCE</u>	- 13 -
ARTICLE 13 <u>HEALTH AND LIFE INSURANCE</u>	- 13 -
ARTICLE 14 <u>VACATION</u>	- 14 -
ARTICLE 15 <u>HOLIDAYS</u>	- 15 -
ARTICLE 16 <u>SICK LEAVE</u>	- 16 -
ARTICLE 17 <u>BEREAVEMENT LEAVE</u>	- 18 -
ARTICLE 18 <u>PERSONAL LEAVE</u>	- 19 -
ARTICLE 19 <u>MILITARY LEAVE</u>	- 19 -
ARTICLE 20 <u>NO-STRIKE CLAUSE</u>	- 20 -
ARTICLE 21 <u>SEVERABILITY CLAUSE</u>	- 20 -
ARTICLE 22 <u>COMPLETE AGREEMENT</u>	- 20 -
ARTICLE 23 <u>DURATION OF AGREEMENT</u>	- 21 -
<i>APPENDIX A</i> Past Practices	
<i>APPENDIX B</i> Salary Schedule	
<i>APPENDIX C</i> Head Treatment Plant Operators	
ATTACHMENT A Dues Deduction Authorization	
ADDENDUM A Health Insurance Plan Design	

AGREEMENT
between
CITY OF MARLBOROUGH
and
MASSACHUSETTS LABORERS DISTRICT COUNCIL OF THE
LABORERS INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO – Local 176

AGREEMENT entered into by the City of Marlborough (City), and The Massachusetts Laborers District Council of the Laborers International Union Of North America, AFL-CIO – Local 176 (Union).

ARTICLE 1
RECOGNITION

1. The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining for those employees of the Department of Public Works, including provisional and probationary employees as defined in Section 3 below.

The following positions are within the bargaining unit represented by the Massachusetts Laborers District Council of the Laborers International Union of North America, AFL-CIO- Local 176.

Assistant Chemist, Assistant City Engineer, Assistant Civil Engineer, Grade 4 Chemist, Chief of Maintenance, Engineering Aide Grade I, Engineering Aide Grade 2, General Foreman, Grade 3 Inspector, Head Treatment Plant Operator (East), Head treatment Plant Operator (West), Head Plant Operator (Water), Junior Civil Engineer, Senior Treatment Chemist, Superintendent of Automotive Maintenance, Sewer/Treatment Plant Operator, GIS Administrator.

Notwithstanding the provisions of Article 9, Section 3 of the 2000-2003 Collective Bargaining Agreement, the following individuals shall be paid at top step when assigned by the City to perform the duties of a higher-rated position:

James Beauregard

2. The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make an agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in the Agreement.

3. The term "employee" as used in this Agreement shall mean the employees described in Section 1. The term "probationary employee" as used in this Agreement should mean an employee who has not completed six (6) consecutive calendar months of his or her most recent employment with the City. The term "provisional employee" as used in this Agreement shall mean an employee who has received a provisional appointment pursuant to the Civil Service.

ARTICLE 2

MANAGEMENT RIGHTS

1. The City shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of the services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means, and personnel by which its operations are to be conducted; the determination of the content of the job classifications, and the establishment or abolition of job classifications; the appointment, promotion, assignment, direction, and transfer of personnel; the establishment, change and abolition of schedules and hours of work; the suspension, demotion, discharge, or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; the decision to contract or subcontract out any work; and the taking of all actions to carry out its mission in emergencies. This listing of examples of specific rights of the City does not imply the exclusion of all other rights not limited by an expressed provision of the Agreement.

2. Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the City and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

3. The Union recognizes all licenses, grades, degrees and certificates required by the City as of July 1, 1989 for all positions covered by this Agreement.

The City of Marlborough through its Commissioner of Public Works shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment. The union and its members who are employed pursuant to the terms of this collective bargaining agreement, will comply with the health and safety rules and regulations promulgated by the Commissioner of Public Works.

The City of Marlborough, through its Commissioner of Public Works, endorses the concept of safety for its employees and pledges that it will maintain safe-working conditions for its employees covered by this collective bargaining agreement.

The City of Marlborough, through its Commissioner of Public Works, agrees, when it deems it necessary to comply with applicable laws and/or regulations, to provide to its employees, any and all safety equipment required to perform the duties incumbent upon said employees.

ARTICLE 3
JOB SECURITY/SUBCONTRACTING

Notwithstanding Article 2 - Management Rights, the City agrees that:

1. The City agrees that it will not subcontract the wastewater treatment facilities during the term of this Agreement, expiring on June 30, 2015.
2. With respect to any subcontracting or proposed subcontracting of the wastewater treatment facilities the City will give timely notice to the Union and will meet and discharge its bargaining obligations under c. 150E. (No sunset)
3. If the City Subcontracts the wastewater treatment facilities, no bargaining unit employee will, on that account, be laid off or reduced in grade. (No sunset)

ARTICLE 4
UNION DUES DEDUCTION

1. In accordance with Massachusetts General Laws the City will deduct union dues from the wages of each employee who has signed the dues deduction authorization form and presented it to the City Treasurer in accordance with the provisions of Massachusetts General Laws, Chapter 180, Section 17 A. The amount of such dues shall be in accordance with the by-laws of the Local Union, as certified to the City Treasurer from time to time. Such deduction shall not be made until after the thirtieth (30) day following the commencement of an employee's employment.

2. **AGENCY SERVICE FEE OR UNION SECURITY**

(a) Effective the thirtieth day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this Agreement to the Union in the amount equal to the cost of administering this Agreement, including any grievance arbitration.

(b) The Union agrees to indemnify and save the City harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an Officer's Employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the City Treasurer as may be required by said City Treasurer as may be required by said City Treasurer under General Laws, Chapter 180, Section 17G.

(c) Any authorization for deduction shall be on the form attached as *Attachment A*.

(d) This Section shall not apply to any Employee who has authorized the City Treasurer to deduct Union dues under Section 1 of this Agreement.

(e) No action by the City shall be considered against any member of the bargaining unit for failure to meet his agency service fee obligation unless and until the Union certifies in writing to the City that said member of the bargaining unit has not met the obligation imposed by this Article.

(f) It is understood by the City and the Union that deduction of the agency service fee shall be made by the City through its Treasurer only during the existence of an executed agreement between the City and the Union.

(g) The City and the Union agree to share equally the cost of a proceeding to terminate employment as a result of this Article.

3. The Union shall indemnify the City for damages or other financial loss, which the City may be required to pay or suffer an administrative agency or court of competent jurisdiction as a result of the City's compliance with Sections 1 or 2 of this Article.

ARTICLE 5

UNION REPRESENTATIVES

1. The Union shall provide the Commissioner with a current list of all Union stewards. There shall be no more than three stewards.

2. A Union steward shall be granted reasonable time off without loss of pay to investigate and process grievances.

3. Union representatives shall be permitted reasonable access to the City's premises for the purpose of administering this Agreement, provided that advance notification is made to and permission is given by the Commissioner and that there is no interference with the work of employees.

4. Union meetings may be held on the City's premises, commencing after the conclusion of the workday, except that once a month the Union may meet commencing at 3:00 p.m.

ARTICLE 6
JUST CAUSE

No employee in the bargaining unit who has completed the probationary period shall be disciplined, demoted, suspended or discharged except for just cause.

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance shall be defined as a disagreement regarding the application or interpretation of a specific provision or provisions of this Agreement.
2. A grievance, which meets this definition, only shall be processed in the following manner.

STEP 1 - The aggrieved employee (grievant) shall present the grievance to the Union Grievance Committee. The Committee shall review the grievance and determine if the Union will process the grievance further as set forth below.

STEP 2 - If the grievance is not resolved at Step 1, the grievant and the Union representative shall present the grievance in writing to the Commissioner or his designee within fifteen working days of its occurrence. The written grievance shall identify the particular contract provisions alleged to have been violated and the specific relief sought. The Commissioner or his or her designee shall meet with the grievant and a Union representative and discuss the grievance within fifteen (15) working days after the Commissioner's receipt of the grievance. The Commissioner or his or her designee shall respond in writing to the Union within fifteen (15) working days after the meeting.

STEP 3 - If the grievance is not resolved at Step 2, the grievant and a Union representative shall present the grievance as written to the Mayor within fifteen working days of the Union's receipt of the response of the Commissioner or his designee. The Mayor or his designee shall meet with the grievant and the Union representative and discuss the grievance within fifteen working days after the Mayor's receipt of the grievance. The Mayor or his designee shall respond in writing to the Union within fifteen working days after the meeting.

STEP 4 - If the grievance is not resolved at Step 3, the Union or the City only may present the grievance as written to arbitration in accordance with the rules of the American Arbitration Association within thirty working days of the Union's receipt of the response of the Mayor or his designee. The arbitrator shall have no power to alter, amend, or add to this Agreement.

3. A grievance shall be deemed waived unless it is submitted at Step 2 within fifteen working days of its occurrence or otherwise within the time limits specified herein. A probationary employee may not utilize the provisions of the article. Failure on the part of the City to answer a grievance at any step within the time lines shall not be deemed acquiescence thereto.

4. When an employee who is eligible to appeal his grievance under Civil Service law or otherwise under the preceding Sections elects to proceed under the grievance and arbitration procedure the dispute may be processed under the grievance and arbitration procedure and shall be the exclusive procedure for resolving such grievance in accordance with General Laws Chapter 150E, Section 8.

ARTICLE 8

VACANCIES AND PROMOTIONS

It is the intent of the Union and the City to hire only the most qualified candidates to fill vacant positions. It is further the intent of the Union and the City to fill vacancies with current, qualified bargaining unit employees, whenever possible

1. Temporary Assignments to Higher Rated Positions

When the City determines that the filling of a temporary vacancy within the bargaining unit is necessary, that position shall be filled by other qualified personnel within the bargaining unit. In the event that there exists more than one qualified candidate within the bargaining unit, seniority shall be used to determine which candidate will be selected. Should the City determine that no qualified personnel exist within the bargaining unit, the City may select a qualified candidate from outside the bargaining unit. In the event that there exists more than one qualified candidate outside the bargaining unit, seniority with the City (if any) shall be used to determine

which candidate will be selected.

2. Permanent Appointments

(a) Permanent appointments to vacant positions within the bargaining unit shall be made in accordance with Massachusetts General Laws, Chapter 31.

(b) An employee appointed pursuant to this Section shall serve a probationary period of six (6) calendar months, unless extended by agreement between the City and the Union. At any time during the probationary period, the City may, if the employee was appointed from outside the employ of the City, discharge the employee or may, if the employee was appointed from within, reduce the employee to his or her prior permanent or provisional position if the City judges the employee's performance to be unsatisfactory.

3. Provisional Appointments.

(a) In the event no Civil Service list exists for a vacant position, provisional appointments shall be made in accordance with this section.

(b) When making provisional appointments to vacant positions, the following procedure shall apply:

(1) The City shall post the vacancy for five (5) consecutive working days, on the departmental bulletin board, in a conspicuous place. The City may also elect to advertise the vacancy concurrently with the departmental posting.

(2) The posting and, as applicable, the advertisement shall specify the job classifications eligible to fill the position, the duties, hours of work, qualifications required for, and location of the position.

(3) The City may interview all candidates judged by the City to meet the minimum qualifications required.

(4) The City shall make its selection based on qualifications and ability. In the event that two or more candidates have relatively equal qualifications, seniority within the

bargaining unit shall be used to determine which candidate will be selected.

(c) An employee appointed pursuant to this Section shall serve a probationary period of six (6) calendar months, unless extended by agreement between the City and the Union. At any time during the probationary period, the City may, if the employee was appointed from outside the employ of the City, discharge the employee or may, if the employee was appointed from within, reduce the employee to his or her prior permanent or provisional position if the City judges the employee's performance to be unsatisfactory.

ARTICLE 9

COMPENSATION

1. Effective July 1, 2012, there shall be a zero percent (0%) increase in salaries; effective November 1, 2013, there shall be a four percent (4%) increase in salaries; effective July 1, 2014, there shall be a two percent (2%) increase in salaries. Salaries shall be in accordance with the schedules attached to this Agreement as *Appendix B*.

Employees hired by the City prior to July 1, 2013, shall receive a one-time payment of \$700.00 minus standard deductions. Said one-time payment shall not be included in base wages nor factored into any future base wage calculations.

2. Employees will receive incentive payments for licenses, certificates, registrations and/or educational degrees, as follows:

(a) **LICENSES.** An employee who holds a drinking water or sewerage license will annually receive an incentive payment for each license grade above those required for the employee's job, in the amount of \$300.00.

CDL ENDORSEMENT STIPEND. An employee requested by the Commissioner to utilize a Class A commercial driver's license, or a commercial driver's endorsement, shall receive a stipend of \$300.00.

(b) **CERTIFICATIONS and REGISTRATIONS.** An employee who holds an Engineer in Training (EIT) or Land Surveyor in Training (LSIT) certificate will annually receive

an incentive payment of \$400 per EIT or LSIT certificate. An employee who holds a professional registration will annually receive an incentive payment of \$1,300.00 per Professional Engineer (PE) or Professional Land Surveyor (PLS) registration. An employee will receive one incentive payment only per year for either an in-training certificate or a professional registration, but not for both.

An employee who holds a Geographic Information System Professional (G.I.S.P.) certification, as authorized by the Commissioner in his/her sole discretion, shall receive an annual stipend of \$300.00, effective July 1, 2007.

(c) DEGREES. A full time employee will receive an annual incentive payment of \$700.00 for an Associate degree if (a) the employee was hired by the City prior to July 1, 2012 and (b) earned his/her Associate degree prior to July 1, 2012. An employee with a Bachelor's degree will receive annually an incentive payment of \$1,400.00. An employee will receive one payment only in any one year for either an Associates or a Bachelor's degree, but not for both.

Effective July 1, 1995, any Associates degree earned must be in Engineering or Chemistry and any Bachelor's degree earned must be in either Engineering or Chemistry.

In each case, the license, certificate, registration or degree must be related to an employee's regular assignment, as determined by the Commissioner.

The payment will be made on the first payday of December, if the employee holds the license, certificate, registration or degree as of that payday, and is on the payroll as of the week payment is made. The employee must show the Commissioner proof of said license, certificate, registration or degree no later than November 15 to be eligible for payment.

Incentive payments will not be considered part of an employee's base salary for any other wage computations.

(d) TUITION REIMBURSEMENT. In accordance with the provisions of this subsection, the City will reimburse an employee the tuition and fees of a course up to \$500 per

course. The City's expenditure for tuition and fees reimbursement in any fiscal year shall not exceed \$4,000.

Tuition reimbursement will be made for a course taken and passed with a minimum grade of B, and approved in advance by the Commissioner. On July 1 of each year (beginning July 1, 2007), the City shall make \$500.00 available to the bargaining unit members for the purpose of said members obtaining training contact hours prior to February 1 up to the \$500.00 allocated. On February 1 of each year, any non-committed funds from tuition reimbursement shall be made available to bargaining unit employees for the purpose of obtaining training contact hours.

(e) **INDUSTRIAL PRETREATMENT PROGRAM (IPP STIPEND).**

Effective July 1, 2011, an employee designated in writing by the Commissioner of Public Works to manage the City's Industrial Pretreatment Program (IPP) shall receive an annual stipend of \$1,000 payable on the first payday in December.

3. **Promotions and Assignments to Higher Rated Positions.** When promoted or assigned to a higher paid position within the bargaining unit, bargaining unit employees shall be paid at that step rate of pay of the vacant position sufficient to provide an increase in pay at least equal to a step rate increase in the employee's current position, assuming there is such a step. In the event that such a step does not exist, the employee shall be paid at the highest step rate of pay of the vacant position.

4. It is agreed that in the event a Treatment Plant Operator covered by this agreement is required to provide coverage on the weekend, that is Saturday or Sunday, outside his or her regular work assignment, he/she shall receive a minimum of four hours pay at the applicable overtime rate of pay.

ARTICLE 10
OVERTIME

An employee eligible to receive overtime shall receive overtime compensation at the rate of one and one-half (1 ½) times his or her straight time hourly rate for all hours worked in excess of eight (8) hours per day, or forty (40) hours in a work week.

In those situations where a need is created requiring personnel for an overtime situation, the Commissioner of Public Works or his or her designee, shall make an attempt to offer said overtime to an individual within the bargaining unit before going outside said Unit. The Commissioner or his or her designee shall not be required to make more than two (2) attempts to secure an individual for overtime from the bargaining unit; and, in no event shall the Commissioner or his or her designee be required to offer the overtime to an individual who is deemed not qualified by virtue of his or her job title or job description to work in the area necessitating said overtime.

ARTICLE 11
LONGEVITY

An eligible employee shall receive a non-cumulative, lump sum amount, payable annually on the first payday of December; provided that the employee is on the payroll as of the week payment is made. The payment shall not be part of the base salary for any computations. Payment, effective July 1, 2007, will be made in accordance with the following:

Years of Service	Payment Percentage
8 to 11 years	1% of base salary
12 to 15 years	2% of base salary
16 to 19 years	3% of base salary
20 – 24 years	5% of base salary, plus an additional \$500.00
25 or more years	5% of base salary, plus an additional \$800.00

For the purpose of this section, "base salary" shall be the total base salary earnings of an employee between January 1 and November 30 of the year in which payment is made calculated on an annual basis.

If an employee's service is terminated by the City without cause, or by retirement, the longevity payment shall be made, prorated over the year the employee is terminated.

An employee who is absent from work for an entire calendar year due to an industrial accident shall be ineligible for longevity payment. The application of the preceding sentence shall not result in a break in departmental seniority for the employee.

New employees added to the City payroll after the date of the Union's ratification of the FY2009-FY2012 Agreement will not be eligible for a longevity payment.

ARTICLE 12
CLOTHING ALLOWANCE

1. All employees holding bargaining unit positions eligible to receive a clothing allowance prior to June 30, 2012, shall receive, effective January , 2013, an annual clothing allowance of \$900.00 (January 1 – December 31).

Employees, in bargaining unit positions that were not eligible to receive clothing allowance prior to June 30, 2012, shall be eligible, effective July 1, 2014, to receive an annual clothing of \$450.00 to be administered through a voucher program.

Effective July 1, 2014, all employees covered by this agreement shall be required to wear appropriate uniforms as determined in his/her sole discretion by the Commissioner of Public Works. Prior to July 1, 2014 implementation by the Commissioner, the parties agree to establish a Labor-Management committee to discuss uniforms and voucher system. Thereafter, the Commissioner may meet with the Union, from time to time, for input relative to the voucher system and/or uniforms items.

2. An employee whose eyeglasses or contact lenses are lost, destroyed or damaged in the course of his or her work, shall be reimbursed the replacement cost upon presentation of a receipt to the Commissioner up to a maximum of \$250.00 per calendar year.

ARTICLE 13
HEALTH AND LIFE INSURANCE

The City will provide the Group Insurance Plan (health and life insurance) in force on the date of this Agreement, unless changed by mutual agreement, and will pay its share of premium cost uniformly applicable to City employees.

In the event that a court of competent jurisdiction decides that a municipality may, pursuant to G. L. c. 32B, offer an indemnity health insurance plan to only one group of

employees of the municipality, the parties will reopen negotiations on the issue of health insurance.

A dental plan shall be offered to the bargaining unit employees. The premium cost for such dental plan shall be a fifty percent-fifty percent (50%-50%) share between the employee and the City. The deductions from the employee's salary shall be in accordance with Section 125 of the Internal Revenue Code (the so-called Cafeteria Plan).

The parties agree to amend the City's health insurance plan design according to the negotiated schedule attached as *Addendum A*.

ARTICLE 14
VACATION

1. An eligible employee shall receive annual vacation, without loss of pay, as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
Less than one year	One day per month of service, not to exceed 10 days
At least one, but not more than 5 years	10 days
At least five years, but not more than 10 years	15 days
At least 10 years, but not more than 15 years	20 days
15 or more years	25 days

2. An employee out of work on sick leave or Worker's Compensation when scheduled for vacation shall receive vacation after he returns to work.

3. An employee who is unable to work and on sick leave, whether compensated or not, may, at his option, receive his vacation during the period of sick leave.

4. Whenever an employee is terminated during a year without leave or dies or retires, without having received the vacation to which he or she is entitled under Section 1, he or she, or in case of death, his or her beneficiary, shall be paid at his or her regular rate of compensation at

the termination of employment, an amount in lieu of such vacation, provided that no monetary or other allowances have already been made therefore, and further provided the employee has completed one year of continuous employment with the City. The word "beneficiary" as used in this section means the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the retirement system of which he is a member, or if there be no such designated beneficiary, the estate of the employee.

5. Vacation must be taken in the year accrued, or it is waived except that an employee shall be allowed to annually carry over five (5) days, and may be allowed to carry additional days not to exceed his or her maximum vacation time for the year when prior permission is obtained from the Commissioner or his or her designee on or before November 1.

6. Subject to the operational needs of the City, vacations may be taken one day at a time, up to a maximum of five (5) days in any one vacation calendar year, provided the employee gives three (3) days written notice to his or her immediate supervisor

7. Vacation leave shall be taken at such time as determined by the City will not cause interference with the regular work of the City. Subject to the preceding sentence, vacation leave selection shall be determined by seniority in job classification and job location.

ARTICLE 15

HOLIDAYS

1. The following days, on the days observed by the City only, shall be recognized as paid holidays: New Year's Day, Martin Luther King Day, Washington's Birthday (President's Day), Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and any day designated by the Governor and accepted by the City as a legal state-wide holiday.

2. An employee who does not work on a holiday which is observed on his or her regularly scheduled workday shall be paid for the holiday. An employee, who works on the day that a holiday is observed, shall be entitled to observe and be paid for the holiday on a day mutually agreeable to the employee and his or her immediate supervisor. An employee who does not work on a holiday which is observed on a day other than his or her regularly scheduled

work day, shall be entitled to observe and be paid for the holiday on a day mutually agreeable to the employee and his immediate supervisor.

3. An employee assigned to a Tuesday through Saturday schedule who works on a Monday which is celebrated as a holiday by the City shall be paid double time for all time worked on the holiday and shall receive a compensatory day to be taken at a time mutually agreed to between the supervisor and the employee and shall not receive holiday pay. An employee assigned to a Tuesday through Saturday schedule who does not work on a Monday which is celebrated as a holiday by the City shall receive a compensatory day to be taken at a time mutually agreed to between the supervisor and the employee and shall not receive holiday pay.

4. The current holiday pay practice of double time for all hours worked on a holiday will continue.

ARTICLE 16
SICK LEAVE

1. An employee shall each year accrue sick leave at the rate of one and one-quarter days per complete month of service. Sick leave may be used by an employee who has completed six (6) months of service for sickness or disability other than that which results from an injury or hazard undergone which in the performance of his or her duties.

2. An employee may be required to furnish the City with a medical report from a duly licensed Massachusetts physician on forms supplied by the City setting forth the nature of the employees incapacitation, its probable duration and stating the employee is unable to perform his or her regular duties and services. Notwithstanding receipt of the report, the City reserves the right to have the employee examined by its own duly licensed Massachusetts physician, provided that during the period that any physician's examination is pending, the employee shall continue to receive his or her regular weekly compensation as provided for and to the extent allowed under the provisions of this section.

(a) If the physician's findings coincide then the employee shall remain on non-occupational sick leave or return to work, whichever is applicable.

(b) If a dispute exists between the two reports then the employee and the City shall jointly select a third duly licensed Massachusetts's physician to examine the employee.

(c) The finding of the third physician shall be final and binding and not subject to the grievance and arbitration procedure of this Agreement.

(d) If the findings of the applicable physician or physicians specify that the employee is unable to perform his or her duties and services, temporarily, then said employee shall return to work on his next regularly scheduled work day or tour of duty following the date on which the applicable physician states the employee is able to do so.

(e) If the findings of the third physician specify that the employee is able to perform his or her regular duties and services then the employee shall return to work on his or her next regularly scheduled work day or tour of duty following receipt of the written medical report by the City and the employee.

(f) The expense of all examinations and reports required by the above-stated provisions of this section shall be borne by the City.

(g) The City and the Union agree that all provisions of Sections 24, 25, and 26 of Chapter 32 of the Code of the City of Marlborough entitled, "Personnel (Non-occupational Sick Leave, Calculation of Sick Leave and Use of Sick Leave)" not specifically changed or abrogated by this Agreement shall remain in effect.

3. An employee may accumulate ninety (90) days of sick leave. After an employee has accumulated ninety (90) days of sick leave, he or she may buy back annually one (1) sick day for each not used up to a maximum of ten (10) per year at the rate of eight (8) hours for each sick day accumulated, payable on the second pay period in January provided the employee is in the employ of the City on the preceding December 31. Each day bought back will consist of eight (8) hours.

For the purpose of determining eligibility for sick leave buy back, employees covered under this Agreement shall have their sick leave principal time, plus their sick leave bank, considered one bank.

4A. At the termination of employment, except where employment is terminated by the City for cause, the employee, or in the case of death, the employee's estate, shall be paid thirty (30%) percent but not more than \$3,000.00 for accumulated sick leave up to ninety (90) days.

4B. Members of the Bargaining Unit shall be entitled to receive payment for a maximum of ninety (90) days as a retirement incentive if said member meets the following conditions:

(a) Completed a minimum of twenty-five (25) years of creditable service for retirement.

(b) Maintained a minimum of ninety (90) sick days annually for five (5) consecutive years prior to retirement.

(c) Retires within twelve (12) months of attaining the age and years of service for maximum retirement benefits or if having retirement benefits retires within twelve (12) months of the effective date of this section.

(d) Between January 1st and April 1st of the fiscal year prior to the fiscal year in which an employee will retire, the employee must give the Commissioner notice in writing of the employee's intent to retire, and such notice shall include the month in which the retirement will occur.

A member of the bargaining unit who does not retire when eligible under the conditions set forth in 4B shall be covered exclusively by the provisions of 4A.

ARTICLE 17

BEREAVEMENT LEAVE

In the event of death occurring in the immediate family of an employee the employee shall be granted five (5) working days off without loss of pay. The term "immediate family" shall include the following: mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparents, grandchild, sister-in-law, brother-in-law, or a dependent as qualified by the Internal Revenue Service who lives in the employee's household.

The Commissioner or his or her designee shall determine the allotted time for each individual case.

ARTICLE 18
PERSONAL LEAVE

1. A department head or his or her designated representative, if requested by an employee, at least one (1) day prior to the day requested, except in case of an emergency, shall grant personal leave days to the employee without loss of pay. If possible, the benefits of this Article shall not be utilized so as to extend a holiday or vacation. Personal leave days shall not be carried over to another year.

2. Employees with a minimum of one (1) year of service shall receive six (6) personal leave days, all in accordance with the provisions stated in the preceding paragraph. Subject to scheduling as set forth in this Article, employees may take personal leave days in increments, consisting of three (3), four (4), five (5) or eight (8) hours, depending on their work schedule.

3. New employees shall adhere to the following hire-date entitlement schedule:

- (a) First three months, one (1) personal leave day.
- (b) Second three months, one (1) additional personal leave day.
- (c) Third three months, one (1) additional personal leave day.
- (d) Fourth three months and thereafter, one (1) additional personal leave day per month completed not to exceed six (6) total in the first year.

ARTICLE 19
MILITARY LEAVE

Employees will be permitted leave to attend Summer Encampment for Military Duty without loss of regular pay, in accordance with Massachusetts General Laws, Chapter 33, Section 59.

ARTICLE 20
NO-STRIKE CLAUSE

1. No employee covered by this Agreement shall engage in, or encourage any strike, work stoppage, slowdown, or withholding of services. Neither the Union nor any of its officers or agents shall call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services.

2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Union shall take all reasonable means to induce the employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

ARTICLE 21
SEVERABILITY CLAUSE

The provisions of the Agreement are severable, and if any of its provisions shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

ARTICLE 22
COMPLETE AGREEMENT

1. The failure by the City to enforce or compel adherence to any provision of this Agreement in anyone or more instances, will not be deemed a waiver or relinquishment thereof and the obligation of the Union to further performance shall remain in full force and effect.

2. No agreement, understanding, alteration, or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties' authorized representatives.

3. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other will not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

4. Management will be bound by no claimed past practices other than these set forth in *Appendix A*.

ARTICLE 23
DURATION OF AGREEMENT

This agreement shall be in force and effect from July 1, 2012, to and including June 30, 2015, and shall continue from year to year thereafter unless written notice of termination or intent to modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. When no such cancellation notice or termination notice is served and parties desire to continue said Agreement, either party may serve upon the other written notice at least sixty (60) days in advance. All portions of the Agreement shall remain in effect until said changes or revisions have been agreed upon.

MASSACHUSETTS LABORERS
DISTRICT COUNCIL - LOCAL 176

CITY OF MARLBOROUGH

Steve Senato
Steward

Arthur Vigeant
Mayor

Date: _____

Date: _____

APPENDIX A

PAST PRACTICES

1. Employees will be credited with four (4) hours' time due for donating blood. The actual donation must be done on the employee's own time and time due shall be used within six (6) months of being credited. All hours due must be used within one (1) year of the credit, otherwise the credit will be forfeited.
2. Employees will be given a day off in pay status, if attending, for Department outing.
3. Employees will be allowed to take trucks for lunch, when available, and at Management's discretion.
4. Department will continue sick leave bank beyond ninety (90) day limit.
5. Employees will continue to be allowed to come to the garage or other facilities to wash their own cars.
6. Employees will be allowed an afternoon off at the Department's selection, in a pay status, for attending the Departmental Christmas party.
7. Tuesday through Saturday employees will be given eight (8) hours "time due" for Monday holidays. Any employee who has been credited with more than 80 hours of time due as of January 1, 2012, shall be afforded a one-time opportunity to buy back any hours greater than 80 hours upon written notification to the Commissioner of Public Works, on or before March 31, 2012, of his or her intent to do so. All employees with 80 or less hours of time due as of June 30, 2012, shall use that time by July 1, 2017, or they will lose that time. All new time due that is credited on or after July 1, 2011, shall be used within one (1) year of the date of crediting.
8. Employees will continue to be allowed to borrow hand tools with their Division Supervisor's approval for their personal, non-commercial use.

9. If attending the Children's Christmas Party, employees going to pick up their children will be released forty-five (45) minutes early, and the remainder of employees attending will be released thirty (30) minutes early, in a pay status.
10. Employees will continue to be allowed time off in a pay status to attend local funeral services of fellow employees (active or retired) or members of that fellow employee's immediate family (spouse or children).
11. Regular hours worked on contract release days shall be credited as "time due" hour for hour. Any employee who has been credited with more than 80 hours of time due as of January 1, 2012, shall be afforded a one-time opportunity to buy back any hours greater than 80 hours upon written notification to the Commissioner of Public Works, on or before March 31, 2012, of his or her intent to do so. All employees with 80 or less hours of time due as of June 30, 2012, shall use that time by July 1, 2017, or they will lose that time. All new time due that is credited on or after July 1, 2011, shall be used within one (1) year of the date of crediting.
12. Registration fees will be paid and, if possible, transportation provided for courses approved by the Commissioner and taken by employees related to their job.
13. Time called is "starting time" if employee reports to work within thirty (30) minutes of being called.
14. Employees will be allowed to use the repair shop, with prior permission, to work on their own cars or those of fellow employees only.
15. City will continue to pay for all licenses required for the job, except driver's license.
16. City will continue to pay for all dues and subscriptions which are approved by the Commissioner.
17. If requested by the Department, the City will pay for license or examination application fees.

18. City will continue to provide necessary work related foul weather gear, and at the Treatment Plant, rubber gloves.
19. Employees will continue to have a fifteen (15) minute morning coffee break, in a pay status.
20. Employees will continue to be allowed to leave work, in a pay status, for family medical emergencies.
21. Senior most qualified person will be chosen in accordance with Article 8.
22. Employees will continue to have Good Friday afternoon off in a pay status.
23. Employees will be released at noontime and be paid for the whole day on December 24.
24. Employees will be released an hour early, in a pay status on December 31.
25. Employees will have Friday after Thanksgiving off, in a pay status.
26. When Christmas and New Year's Day fall on a Thursday, employees will have the following Friday off, in a pay status.
27. When Christmas and New Year's Day fall on a Tuesday, employees will have the preceding Monday off in a pay status.
28. Employees required by the Commissioner to take any examinations during regular work hours, pertaining to his or her job shall remain in pay status.
29. Employees working on the Department outing shall be given eight (8) hours' time due and employees working during retirement parties shall be given four (4) hours' time due. If, however, the City successfully negotiates the elimination of time due credits for these events from all other DPW collective bargaining agreements which provide for them, this provision will automatically become null and void without the further need to notice or bargain with the Union. All hours due must be used within one (1) year of the credit, otherwise the credit will be forfeited.

30. State law shall control jury duty and military leave.
31. Employees may use sick time in hours for the purpose of doctor's appointments.
32. Employees will be released at noontime on the day before Thanksgiving and be paid for the whole day.
33. Sick leave buy-back payments will be made during the same payroll cycle as for other units.
34. If approved by the Commissioner, only those individuals who are currently Division Supervisors as of the date of the execution of this Agreement will be allowed to use a City vehicle for commuting to and from work for the term of his or her employment as Division Supervisor. Upon retirement or resignation of these employees, employees appointed to these positions thereafter will not be allowed to use a City vehicle for commuting to and from work.

APPENDIX B

SALARY SCHEDULE

City of Marlborough
Department of Public Works (Engineers)
July 1, 2012 –June 30, 2015

(SEE ATTACHED SPREADSHEET)

APPENDIX C

HEAD TREATMENT PLANT OPERATORS

(a) Effective July 1, 2014, the revised salary schedule in Appendix B for the Head Treatment Plant Operator to equal the salary schedule for the position of General Foreman.

(b) Effective July 1, 2014, (i) the current employee holding the position of Head Treatment Plant Operator – East shall be compensated at Step 2 of the new salary for that position and will be eligible for future step increases consistent with standard practice and (ii) the current employee holding the position of Head Treatment Plant Operator – West shall be placed at the top step under the revised salary schedule.

ATTACHMENT A

DUES DEDUCTION AUTHORIZATION

Department:

Date:

To: City Treasurer

PAYROLL DEDUCTION AUTHORIZATION - AGENCY SERVICE FEE

I hereby authorize and direct the City Treasurer to deduct the agency service fee charged against me by the Massachusetts Laborers District Council of the Laborers International Union of North America, AFL-CIO, Local 176, from my earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current monthly amount of such fee to the City Treasurer by the Treasurer of the Union. I agree that the City of Marlborough, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by the General Laws, Chapter 180, section 17G.

Signature

ADDENDUM A

**CITY OF MARLBOROUGH
HEALTH INSURANCE PLAN DESIGN
(Employee Co-Pays)**

FY08 (Effective July 1, 2007)

Office Visits	\$10.00
Emergency Room	\$50.00
Prescriptions	\$5/\$10/\$25

FY09 (Effective July 1, 2008)

Office Visits	\$15.00
Emergency Room	\$75.00
Prescriptions	\$10/\$20/\$35
Outpatient/Inpatient	\$150/\$250 (\$500 individual maximum; \$1,000 family maximum)