

**Collective Bargaining Agreement
By & Between the**

City of Marlborough



and the

Marlborough DPW Foremen



CTW-CLC

July 1, 2021 – June 30, 2024

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This Agreement entered into by the City of Marlborough hereinafter referred to as the "City," and the Marlborough Foremen's Union, SEIU, Local 888, CTW-CLC, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION CLAUSE

Section 1: The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for permanent Foreman and Head Pumping Station Operator of the Department of Public Works in the City of Marlborough.

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

An employee otherwise covered by the Laborer's Agreement shall be covered by the Foreman's Agreement when promoted on a full-time basis to foreman or when assigned to be an acting foreman.

Section 2: A probationary employee shall be an employee who has not completed six (6) months of employment.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1: The City will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise all the powers, authority, prerogatives of management 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 method, 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 express provision of the Agreement.

Section 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.

Section 3. The Union recognizes all licenses, grades, degrees and certificates required by the City for all positions covered by the 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 the 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, when it deems necessary to comply with all applicable laws and/regulations, maintain safe working conditions for its employees covered by the 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 EMPLOYEE RIGHTS

Section 1: Employees shall have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. No representative, department official or agent of the City shall:

- a. Interfere with, restrain or coerce an employee in the exercise of the right to refrain from joining the Union.
- b. Interfere with the formation, existence, operations or administration of the Union.
- c. Any two (2) officials or duly designated members of the Union, if reasonably requested by the Union, shall be granted by the Commissioner of Public Works, a leave of absence for a reasonable period of time with no loss of pay or benefits to attend meetings of the Mayor and/or City Council of the City, or the General Court of the Commonwealth of Massachusetts concerning a matter or matters relative to the Union or a member thereof. In addition, any two (2) officials or duly designated members of the Union shall be granted leave no more than once annually with no loss of pay, said leave not to exceed five (5) days in length, for the purposes of attendance at the National Convention of the Union.
- d. The Union chapter officers and representatives are as follows: President, Vice President, Secretary, and Treasurer.

- e. The Union shall keep the City informed of any changes in the roster of officials or representatives, in writing.
- f. The Union shall be entitled to have an observer present at every public meeting dealing with the working conditions or welfare of the individuals covered by this Agreement held by the following City Committees or Boards:
 - 1. Insurance Advisory Committee
 - 2. Retirement Board

ARTICLE 4 UNION ACTIVITY

Section 1: A Union official and an aggrieved employee shall be granted a reasonable amount of time, in pay status, to attempt to resolve problems or grievances. Permission to leave one's station or job to accomplish the foregoing must be requested of the immediate superior of said official and/or employee. Said requested permission is to be granted within a reasonable time by the immediate supervisor of said official and/or employee.

Section 2: During any discussion of a complaint or grievance with management, an employee shall be accompanied by an officer of the Union at all times.

Section 3: Each employee member of the negotiating team shall be considered to be in pay status only when negotiations are held during his regular working hours. When negotiations are held during an employee's non-regular working hours, he shall not be considered to be in pay status. The Foreman Union negotiating team shall consist of two (2) members to a maximum of three (3) members.

Section 4: The monthly meeting of the Union may be held at the City Garage commencing thirty (30) minutes prior to the conclusion of the work day on the scheduled meeting day.

Section 5: A written list of Union stewards and other representatives shall be furnished to the City immediately after their designation. The Union shall notify the City of any changes.

ARTICLE 5 UNION DUES DEDUCTION

Section 1: The Union dues of employees covered by this Agreement will be deducted each week by the City from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and presents it to the Finance Director/City Treasurer in accordance with the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Finance Director/City Treasurer from time to time.

Section 2: Employees in the bargaining unit who do not wish to join the Union shall, as a condition of employment, be required to pay an agency fee, which shall be equivalent to Union dues as in Section 1, which shall be deducted from the employees' pay and remitted to the Union (Service Employees International Union, Local 888, CTW-CLC).

ARTICLE 6 JUST CAUSE

Section 1: No employee in the bargaining unit who has completed his probationary period shall be disciplined, demoted, suspended, or discharged except for just cause.

Section 2: In the event of discharge, the employee and/or the Union shall have the right to file a grievance at Step 3 of the grievance procedure.

Section 3: Whenever possible, employees shall be afforded the right to a departmental hearing prior to the imposition of discipline with a written statement as to the reasons for such action. If same is not possible, such a hearing shall be held no later than the scheduled closing of the next regularly scheduled work day for the employee, except that during emergency conditions, such as snowstorms, said hearing may be held at a time and date fixed by the Commissioner of Public Works but not to exceed five (5) working days from the imposition of discipline.

Departmental hearings referred to in this Section may be conducted such that they satisfy the requirements, if applicable, of Chapter 31 of the General Laws. A Union representative shall be present at all hearings and discussions.

Section 4: An employee who appeals his suspension or discharge under Civil Service Law (if applicable), retirement law, or any other statutory appeal procedure shall not have access for such grievance under the contract grievance and arbitration procedure.

Section 5: When an employee who is eligible to appeal his grievance under Civil Service Law or otherwise under the preceding section elects to proceed under the grievance and arbitration procedure such disputes may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with Massachusetts General Laws, Chapter 150E, Sec. 8.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1: All controversies arising out of the interpretation or application of this Agreement will be processed in the following manner:

Step 1: The Union representative and the aggrieved employee shall discuss the dispute with the General Foreman within fifteen working days of its occurrence. At this time, the General Foreman will make a serious effort to reach a satisfactory conclusion to the dispute. If the dispute is not resolved, the General Foreman must so advise the Union in writing within fifteen (15) working days.

Step 2: If the grievance or dispute is unresolved at Step 1, it should be presented, in writing, by the Union to the Commissioner of Public Works within fifteen working days after the completion of Step 1. The Commissioner and a Union representative shall meet as speedily as

possible to discuss the grievance or dispute, but such meeting shall be held within fifteen (15) working days after the receipt of the grievance. Within fifteen (15) working days after the meeting, the Commissioner shall forward to the Union a written disposition of the grievance.

Step 3: If the matter remains unadjusted, the Union may within fifteen (15) working days after receipt of the Commissioner's disposition of the grievance forward the grievance along with the Commissioner's disposition to the Mayor. The Union and the Mayor or his designee shall meet on the grievance within fifteen (15) working days of the receipt of the grievance; and within fifteen (15) working days thereafter, the Mayor or his designee shall forward to the Union his disposition of the grievance.

Step 4: If the grievance remains unsolved, the Union may, within thirty (30) days of the receipt of the disposition by the Mayor or his designee, refer the grievance to the American Arbitration Association in accordance with its rules and regulations. The Arbitrator shall have no power to alter, amend, add to or delete from this Agreement.

Section 2: A grievance shall be deemed waived unless it is 1) submitted to Step 1 within fifteen (15) working days of its occurrence or when the grievant or Union should have known of its occurrence; or 2) otherwise processed within the time limits specified above. Failure on the part of the City to answer a grievance at any step within the time lines shall not be deemed acquiescence thereto, and the Union may proceed to the next step. Timelines may be extended by mutual agreement of the parties.

ARTICLE 8

NO STRIKE CLAUSE

No member of the Union covered by the terms and provisions of this Agreement shall during the life of this Agreement, engage in, induce, or encourage any strike, work stoppage, slowdown, or concerted effort to withhold service.

ARTICLE 9

EXTERNAL LAWS

Employees permanently appointed under Chapter 31 as of July 1, 2015, shall preserve all rights and privileges under Chapter 31 to which they are entitled by law. The City and the Union shall recognize and adhere to all other applicable state labor laws, rules, and regulations. Where this agreement provides rights or privileges greater than which an employee would otherwise be entitled to under other law, this agreement shall control.

ARTICLE 10

SENIORITY

The principle of seniority shall govern and control in all cases of preference in assignment to shift work and choice of vacation period. Seniority will be defined as length of tenure within the Marlborough Department of Public Works only.

ARTICLE 11
HOURS OF WORK

Monday through Friday

7:00 A.M. to Noon – 12:30 P.M. to 3:30 P.M.
3:00 P.M. to 11:00 P.M.

Tuesday through Saturday

7:00 A.M. to Noon – 12:30 P.M. to 3:30 P.M.

SPECIAL SCHEDULES

Street Sweeping

Monday through Friday 4:00 A.M. to Noon

Pumping Stations and Sewer Treatment Plants

Monday through Friday 7:00 A.M. to 3:00 P.M.

Tuesday through Saturday 7:00 A.M. to 3:00 P.M.

Sunday through Thursday 7:00 A.M. to 3:00 P.M.

Cemetery

Monday through Friday 7:00 A.M. to 3:00 P.M.

All shifts that cover an eight and one-half (8½) hour period shall include one-half (½) hour for a meal. On all shifts that cover eight (8) hours, meals will be eaten when convenient, as approved by a General Foreman. On day shifts, lunch period will be one-half (½) hour, between noon and 12:30 p.m.

Should other unforeseen demands upon the Department of Public Works necessitate the creation of additional schedules, or the abolition of any existing schedule or a change in the starting and quitting time of any basic schedule or special schedule, appropriate new schedules or new starting or quitting times shall be established.

Prior to changing the schedule or shift of an employee, the City shall: 1) provide the employee with at least two (2) weeks' written notice of the change; 2) solicit employees who will volunteer for the change; and 3) if there are no volunteers, change the schedule of employees in order of reverse seniority.

Each employee shall punch a time clock at the beginning and the end of each shift and meal period. All employee work schedules shall provide for a fifteen (15) minute rest period in the morning.

Any employee will not be excused from ESI operations unless the Unavailability Form has been fully completed, timely submitted, and approved in advance and in writing by the Division Supervisor for Streets or by the Commissioner.

ARTICLE 12 OVERTIME

Section 1: A foreman shall receive overtime at the rate of one and one-half (1½) times his straight time hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours in a work week. A foreman shall receive a minimum of four (4) hours pay per call. When an employee is called to respond to an initial emergency and is then called to a different emergency within two (2) hours of the initial response, the employee will not be entitled to an additional four (4) hour payment. If, however, the subsequent Emergency calls come in more than two (2) hours after the initial call, the individual will be entitled to another four (4) hour payment. The work week shall begin at 12:01 A.M. Monday and conclude at 11:59 P.M. the following Sunday.

The foremen on call for the week shall receive fourteen (14) hours' pay at the overtime rate, plus the minimum number of hours for time worked as noted in this section. The fourteen (14) hours' pay at the overtime rate will be pro-rated based on a seven (7) day week for foremen who work on call less than one (1) week. The current practice of requiring foremen to be on call for one (1) week at a time will continue. A foreman on call on a holiday shall receive six (6) hours pay at double his straight time hourly rate of pay.

A foremen arranges coverage with another foreman during the on-call week and so advises the Division Supervisor prior to the end of his/her shift, will not have 14 hours reduced. The covering call foreman will not be eligible for pro-rated "on-call" pay.

Section 2: Effective May 17, 1994, a foreman shall receive overtime compensation at the rate of two (2) times his straight time hourly rate for all hours which are worked on a holiday as defined in Article 18.

All employees will receive an annual meal stipend of \$150.00. Payable the first payday in December.

Section 3: Effective May 17, 1994, when a foreman is assigned to work as an interim general foreman for a full work week (forty (40) hours), and he/she actually works for the full week, and a holiday (one of the eleven (11) holidays listed in Article 18) falls within that work week, his/her rate of pay shall apply for all of the days for that work week.

Section 4: Safety Recuperation Time

Employees who have worked or will work at least sixteen (16) consecutive hours, will be given two (2) hours off for safety recuperation time to be paid at the overtime rate provided that:

- a. The employee is required to return to duty after being excused for safety recuperation; and
- b. The employee punches a time clock in and out for the safety recuperation period;

Employees eligible for safety recuperation time may elect to recuperate wherever they choose as long as the location does not interfere with Department operations, as determined by the Department Supervisor.

At a time agreed by their supervisor, safety recuperation time of two (2) hours will be observed when an employee will work more than sixteen (16) consecutive hours.

Section 5: Effective July 1, 2015, all newly hired foremen will be required to perform emergency operations, including snow and ice, at the discretion of the City. All foremen hired before July 1, 2015 can volunteer to perform snow and ice removal on a yearly basis. A foreman in the water and sewer division responsible for being on call for a particular week shall not be included in snow and ice removal responsibilities for that week.

ARTICLE 13 SALARIES

Section 1: The base salaries of Foremen shall be increased the following percentages and amounts on the dates indicated:

Effective July 1, 2021	1%
Effective July 1, 2022	2%
Effective July 1, 2023	2%

The parties agree that in the event a higher across the board salary percent increase is negotiated as part of negotiations with another City bargaining unit – excluding the Marlborough Police Command Officers, The Marlborough Police Patrol Officers and the Marlborough Firefighters – during the term of this agreement, this agreement will be reopened for the limited purposes of further discussions on this base salary issue only.

Section 2: An employee assigned to work as an Interim General Foreman shall be paid as follows, according to his respective date of seniority within the *Marlborough* Department of Public Works only, provided that the step rate he shall earn shall be at least one hundred dollars (\$100.00) per annum more than his current salary and, if same is not, then he shall be paid at the next higher step but not to exceed the maximum salary of an Interim General Foreman:

- a. Up to three (3) years of completed service, MINIMUM STEP
- b. From three (3) to six (6) years of completed service, STEP I
- c. From seven (7) to nine (9) years of completed service, MAXIMUM STEP

For those appointed after July 1, 2001:

- a. Zero (0) to eight (8) years of service, MINIMUM STEP
- b. Nine (9) to twelve (12) years of service, STEP I
- c. Thirteen (13) to sixteen (16) years of service, STEP II
- d. Seventeen (17) or more years of service, MAXIMUM STEP.

Section 3: Each employee working on the night shift shall be paid an additional two percent (2%) over and above his base salary as set forth in the above sections of this Article.

Section 4: In lieu of the City's future payment/stipend for any and all licenses and/or endorsements beyond the minimum required by the City for their position, each foreman (payable only to members in the bargaining unit at the time of ratification) shall receive a one-time payment in the amount of one thousand dollars (\$1000.00) (minus standard deduction), which shall not be considered part of the base salary for any other wage compensations or for retirement purposes. Employees, however, as a condition of employment, must maintain the licenses/endorsements that are required for their position. The City will continue to pay for license/endorsement renewals that are required for their position. (Payment of the \$1,000 (minus standard deductions) was made by the City to Local 888 members in 2014.). Effective 6/30/18 the City will pay an annual stipend of three hundred dollars (\$300.00) to employees for their highest-level license. Payment will be the first payday in December.

Section 5: All employees will be paid by paperless electronic direct deposit on a biweekly or weekly basis to be determined by the City.

ARTICLE 14 HEALTH AND INSURANCE

Eligible employees shall be given the opportunity to participate in the same group medical, dental, and life insurance programs offered by the City with the same terms and conditions as other City employees. Nothing contained herein shall limit the City's right to implement a change in group insurance benefits in accordance with the provisions of M.G.L. c. 32B, sections 21-23. According to current City policies, the City and the employee will share the cost of the health insurance (EPO 70/30%, and PPO, 60/40%) and the dental insurance (50/50%).

ARTICLE 15 LONGEVITY

Section 1: An eligible employee shall receive a lump sum amount, non-cumulative, payable annually on the first day of December if the employee is on the payroll as of the week payment is made, not considered part of the base salary for any other wage computations, in accordance with the following:

YEARS OF SERVICE	PAYMENT PERCENTAGE
8 – 11 years	1% of base salary
12 - 15 years	2% of base salary
16 - 19 years	3% of base salary
20 – 24 years	5% of base salary, plus an additional \$500
25 or more years	5% of base salary, plus an additional \$800

Section 2: If the employee's service is terminated by retirement or for any reason other than for cause by the City, his longevity allowance shall be pro-rated over the year in which said employment is terminated, credited service pursuant to Section 4 of Chapter 32 of the

Massachusetts General Laws, and accrued as an employee of the City of Marlborough, shall be included in computing longevity.

For the purposes of this section, base salary shall be the total base salary earnings of an employee between January 1st of a year and November 30th of the same year, calculated on an annual basis.

ARTICLE 16

CLOTHING ALLOWANCE

SECTION 1: Each employee shall receive an annual uniform and clothing allowance for the lease, rental or purchase by said employee of uniforms and other sundry items used during performance of the employee's duties in the amounts as follows:

Effective July 1, 2018: One thousand, two hundred fifty dollars (\$1250)

Such allowance will be paid as outlined in this Section.

- a. All employees must report to work and be in uniform prior to punching of their time cards. If said employee reports to work out of uniform, he shall be sent home and experience a loss of pay.
- b. Uniforms and clothing, so purchased, must conform to minimum department standards. All Foremen will be required to wear OSHA approved steel toe or composite toe boots or shoes during work hours.
- c. An employee absent from work for any reason shall not receive said clothing allowance until he actually returns to work.
- d. An employee who is absent from work for any reason for an entire fiscal year shall receive no clothing allowance for that fiscal year.
- e. The clothing allowance will be paid during the first pay period in July of each year. A new employee shall receive a clothing allowance after the completion of thirty (30) calendar days of employment.
Notwithstanding the above, an employee shall receive no more than one clothing allowance in any calendar year.

Section 2: An employee, who loses, destroys or damages their eyeglasses in the course of their work shall be reimbursed by the City. The employee will be required to prepare a report which explains the circumstances of the incident. Both the employee and the Division Supervisor shall sign the report attesting to its accuracy and submit it to the Commissioner for review.

Upon determination by the Commissioner that the damage or loss was not due to negligence of the employee and in fact happened in the course of work for the department, the employee shall be reimbursed for the cost of the replacement up to two hundred and fifty dollars (\$250.00) per calendar year. Each employee shall submit a paid invoice or receipt for the new eyeglasses.

ARTICLE 17 VACATION

Section 1: The City shall grant to all employees annual vacations, without loss of pay, as follows:

- a. For less than one (1) year's service, a vacation allowance of one (1) day for each month of service, to a maximum of ten (10) days;
- b. For service of one (1) year or more, but not more than four (4) years, a vacation allowance of ten (10) days;
- c. For service of five (5) years or more, but not more than nine (9) years, a vacation allowance of fifteen (15) days;
- d. For service of ten (10) years or more but not more than fourteen (14) years, a vacation allowance of twenty (20) days;
- e. For service of fifteen (15) years or more, a vacation allowance of twenty-five (25) days.

Section 2: Each vacation week shall consist of a five (5) day work week.

Section 3: If any employee is out of work on "Injured Leave" when he is scheduled for vacation, he shall remain on "Injured Leave" and shall be entitled to his vacation as soon as may be during the vacation calendar year, after he returns to work.

Section 4: If an employee who qualified for a vacation is unable to work and is on sick leave status, whether compensated or not, such employee may, at his option, be allowed to take his vacation during the period of such sick leave.

Section 5: Whenever the employment of an employee is terminated during a year by dismissal through no fault or delinquency on his part or by retirement or death, without having taken the vacation to which he is entitled under Section 1 hereof, he, or in case of his death, his beneficiary shall be paid at the regular rate of compensation payable to him at the termination of his employment, an amount in lieu of such vacation provided that no monetary or other allowance has already been made therefore. 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 deceased.

Section 6: Vacation time must be used in the year accrued 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 maximum vacation time for the year when prior permission is obtained from the Commissioner of Public Works or his designee on or before November 1st.

Section 7: Subject to the operational needs of the Department, vacations may be taken one (1) day at a time provided the employee gives three (3) days' notice to his immediate superior or designee.

Section 8: Holidays will be included in vacation pay advance.

ARTICLE 18 HOLIDAYS

The following days, on the days observed by the City of Marlborough only, shall be recognized as paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
<u>Juneteenth (effective 1/1/22)</u>	Christmas Day

Plus any day designated by the Governor and accepted by the City as a legal state-wide holiday unless the specific day he works is the day the holiday is observed by the Commonwealth.

If a holiday should fall within an employee's vacation period, he shall be entitled to observe and be paid for the holiday at a future time mutually agreeable to the employee and his supervisor.

When Christmas and New Year's Day falls on a Saturday, employees will have the preceding Friday off, in a pay status.

ARTICLE 19 PERSONAL LEAVE

A department head or his 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 section shall not be utilized so as to extend a holiday or vacation. Personal leave days shall not be carried over to another year.

Employees who have completed 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 one-half (½) increments, consisting of three (3), four (4), five (5) or eight (8) hours, depending on their work schedule.

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

- a. First three (3) months, one (1) personal leave day.
- b. Second three (3) months, two (2) personal leave days.
- c. Third three (3) months, three (3) personal leave days.
- d. Fourth three (3) months and thereafter, six (6) personal leave days.

ARTICLE 20
BEREAVEMENT LEAVE

In the event of a death occurring in the immediate family or a significant other of an employee covered by this Agreement, said employee shall be granted five (5) working days off without loss of pay. Significant other is defined as someone who contributed to the employee's financial and emotional well-being over multiple years.

For the purpose of this Agreement, the term "immediate family" shall include the following mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparents, sister-in-law, brother-in-law, grandchild or a dependent as qualified by the Internal Revenue Service who lives in the employee's household.

ARTICLE 21
SICK LEAVE

Section 1: An employee shall be entitled in each year to a leave of absence for sickness or disability, other than that which may result from injury or hazard undergone while in the performance of his regular duties, for a period of fifteen (15) days each year at the rate of one and one-quarter (1¼) days per completed month of service, and the same shall accumulate from year to year but not to exceed one hundred twenty (120) days.

To continue to qualify for non-occupational sick leave in excess of three (3) days, 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 employee's incapacitation, its probable duration and stating the employee is unable to perform his 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 regular weekly compensation as provided for and to the extent allowed under the provisions of this section.

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

If a dispute exists between the two (2) reports, then the employee and the City jointly select a third duly licensed Massachusetts physician to examine the employee. If the parties fail to agree, either party may request the State Commissioner of Public Health or the Workers' Compensation Board to designate an appropriate specialist.

The findings of the third physician shall be final and binding and not subject to the grievance and arbitration procedure of this Agreement.

If the findings of the applicable physician or physicians specify that the employee is unable to perform his 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.

If the findings of the third physician specify that the employee is able to perform his regular duties and services, then the employee shall return to work on his next regularly scheduled work day or tour of duty following receipt of the written medical report by the City and the employee. The expense of all examinations and reports required by the above-stated provisions of this section shall be borne by the City.

The City and the Union agree that all provisions of Sections 25, 26, and 27 of Chapter 125 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.

Section 2: Employees shall be allowed to accumulate and maintain sick leave of one hundred twenty (120) days. Annually, payable in January, upon request of an eligible employee, the City shall buy back from the employee, at his or her hourly rate of pay, up to eighty (80) hours of sick leave, if the employee has accumulated a minimum of ninety (90) days, and provided the employee is in the employ of the City at the time he/she makes such a buyback request. For the purpose of determining eligibility for sick leave buyback, employees under this Agreement shall have their sick leave principal time, plus their sick leave bank, considered one (1) bank.

- Section 3:
- a. At the termination of employment, except where termination is by the City for cause, the employee shall be paid for thirty percent (30%) or up to three thousand dollars (\$3,000.00), whichever is greater, of all accumulated sick leave.
 - b. Effective January 1, 1998, a member of the bargaining unit shall be entitled to receive payment for a maximum of ninety (90) sick days as a retirement incentive if said member meets the following conditions:
 1. Superannuation Retirement:
 - a. Must give notice of intent to retire between January 1st and May 1st of the Fiscal Year prior to the Fiscal Year in which the retirement will occur, and such notice shall include the month in which the retirement will occur;
 - b. Must have maintained a minimum of ninety (90) sick days annually for four (4) consecutive years prior to retirement;
 - c. Must have completed a minimum of twenty-five (25) years of creditable service in the Marlborough Public Works or Park or Cemetery Department;
 - d. If eligible for maximum retirement benefit, must retire within one (1) year of the date of achieving maximum benefit;
 - e. Retirement must occur during the month for which notice, as in (a) above, was given;
 - f. Must not have engaged in a proven case of sick leave abuse during the five (5) years preceding retirement.

2. Voluntary or Involuntary Disability Retirement:
 - a. Must have maintained a minimum of ninety (90) sick days annually for four (4) consecutive years prior to retirement;
 - b. Must have completed a minimum of twenty-five (25) years of creditable service in the Marlborough Public Works, Park Department or Cemetery Department.
 - c. Must not have engaged in a proven case of sick leave abuse during the five (5) years preceding retirement.
3. Exceptions:
 - a. The timelines in 1(a) shall be waived when an employee retires due to catastrophic illness of the employee or the employee's spouse.
 - b. For the purpose of determining eligibility, employees under this Agreement shall have their sick leave principal time, plus their sick leave bank, considered one bank.
 - c. A member of the bargaining unit who does not retire when eligible under the conditions set forth in section 3B shall be covered exclusively by the provisions of section 3A.

Section 4: Sick Leave Buy Back. On or at death of an active DPW Employee, one hundred percent (100%) of said employee's sick leave, not to exceed one hundred twenty (120) days, shall be paid to the beneficiaries listed by said employee in his/her contributory retirement plan.

ARTICLE 22 MILITARY LEAVE

Employees shall be permitted leave to attend summer encampment for military duty without loss of pay, in accordance with G.L. c. 33, s. 59

ARTICLE 23 WORKING CONDITIONS AFFECTED BY WEATHER

When working conditions due to excessive heat or cold or other natural causes become dangerous or injurious to health, the employees shall be brought back to the garage, except when an emergency condition exist. Such determination shall be made by the Commissioner of Public Works or designees of same. The employee's representative may directly contact the Mayor for his determination. Efforts shall be made by the Commissioner or his representatives to schedule routine trenching, etc., for more suitable weather conditions whenever possible.

ARTICLE 24 MISCELLANEOUS PROVISIONS

Section 1: There shall be a joint Labor/Management Committee on safety & health. It shall be composed of four (4) members, two (2) each designated by the Union and the City. It shall consider safety concerns in the workplace and may propose solutions and corrective action. It may invite safety advisors to speak before it.

The Committee shall meet at mutually agreeable times during the regular working hours, not more frequently than once a month.

Section 2: Prior to privatizing a major part of the Department's operations, the City will advise the Union of the contemplated action and offer to meet with the Union to discuss the impact of the decision on the employees.

Section 3: The City will endeavor to maintain its vehicles in accordance with the standards established by the Registry of Motor Vehicles. It will not knowingly require an employee to operate a vehicle which does not conform to those standards and which endangers the employee's health or physical safety.

Each employee shall inform his supervisor of a vehicle which he believes does not meet those standards.

Section 4: Neither the City nor the Union shall discriminate against any employee on the basis of race, color, age, national origin, sex, or handicap. Any grievance alleging a violation of this Article may not be submitted to arbitration if the grievant has appealed to any other forum, including any other administrative agency.

Section 5: Bulletin Board Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 6: The City agrees to permit representatives of the Union to enter the premises at any time, other than working hours, for individual discussion of working conditions with employees, providing care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Section 7: Employees assigned to work at a higher classification should be paid at the higher rate.

Section 8: Drug and Alcohol Testing. To maintain confidentiality, all results of DOT Drug and Alcohol Testing will be handled exclusively by the Human Resources Director. Random testing will be done at the municipal garage.

Section 9: The City will cover the cost for required DOT physicals which are performed at MedWorks Occupational Health and Safety in Marlborough. For required DOT physicals performed at other facilities, the City will reimburse each foreman up to \$75.

Section 10: Promotions and Vacancies. For all promotions and vacancies that the City determines to fill, the City will administer an appointment process that will include the following steps and criteria:

- a. The position will first be posted to all bargaining unit members for a period of five (5) days. Thereafter, the position will be posted internally, and the City may choose to also advertise the position outside of the Union;
- b. All internal candidates will receive an interview. The City may choose to utilize an interview panel or assessment center;
- c. Education, certifications, training, experience, knowledge, skill, leadership ability, efficiency, past job performance and references, or any combination thereof, will be reviewed and evaluated;
- d. A written examination may be utilized

Based upon the above process, the City will hire the most qualified candidate. Where qualifications are determined by the City to be equal, seniority within the Marlborough Department of Public Works will be used as the tiebreaker.

Section 11: Global Positioning System usage. The primary purpose of GPS devices installed in City vehicles is to monitor and record vehicle maintenance needs and services, vehicle travel data and location, improved vehicle utilization, improved insurance ratings and not for surveillance and monitoring of employees. As such, employees will not be surveilled or monitored by GPS devices while performing their duties and the information recorded by same shall not be utilized except in support of a complaint or investigation of a complaint of employee misconduct.

ARTICLE 25 STABILITY OF AGREEMENT

Section 1: No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2: Any article appearing in this Agreement which requires an ordinance change, or action by the City Council, shall be presented to the City Council no later than thirty (30) days after the signing of this Agreement.

The Mayor who causes any such ordinance change to be prepared and presented to the Council shall request the Council to act favorably on such proposed ordinance.

Section 3: To provide a clear understanding of the contents of the Agreement, the City agrees to provide five (5) copies of this Agreement to the Union.

ARTICLE 26 SEVERABILITY

The provisions of this 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 27
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

Those past practices contained in the list of rights appended to and effective with this Agreement will remain in effect unless specifically abridged or modified by this Agreement.

Any asserted past practice may be added by agreement of the Union and the City. If no agreement can be reached by the parties then the matter may at the discretion of either party become the subject of impact bargaining and/or expedited arbitration.

The arbitrator will determine whether (a) the City is acting unreasonably or in bad faith in proposing to change, diminish or eliminate such previously enjoyed right and, if so, whether such proposal should be withdrawn, or whether (b) the Union is acting unreasonably or in bad faith in refusing to agree to the proposed change, and, if so, whether such proposal should be implemented.

Such submission shall be to the American Arbitration Association in accordance with its rules and regulations, with the cost of the arbitrator borne equally by both parties.

ARTICLE 28
DEGREE INCENTIVE

Section 1: Employees will receive educational degree incentive payments as follows:

- a. An Employee with an accredited Associates Degree will receive annually an incentive payment of seven hundred dollars (\$700.00);
- b. An Employee with an accredited Bachelors Degree will receive annually an incentive payment of fourteen hundred dollars (\$1,400.00);
- c. An Employee with both Degrees will receive annually only the payment for the Bachelors Degree.

Section 2: To be eligible for degree incentive payment and employee shall meet the following conditions:

- a. In each case the degree must be work-related as determined by the Commissioner of Public Works;
- b. Employees must provide the Commissioner of Public Works proof of the degree no later than November 15th;
- c. Payment will be made on the first payday of December.

Section 3: The City shall reimburse a foreman, for no more than two (2) college courses he or she takes and passes in any fiscal year, one-half the course's tuition up to \$500 per course, so long as the Commissioner of Public Works has determined in writing, prior to course registration, that the course is sufficiently work-related to qualify for the reimbursement.

In addition to the above described degree incentive program, the City shall continue to administer, through the Personnel Department, the authorization and payment for certain training sessions such as safety related classes and DPW technology seminars as authorized by the Commissioner and the City Human Resources Director.

ARTICLE 29
TERM OF CONTRACT

Section 1: The effective date of this Agreement shall be July 1, 2021, except as otherwise provided in this Agreement.

Section 2: This Agreement will remain in effect to June 30, 2024, except as otherwise provided in this Agreement, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

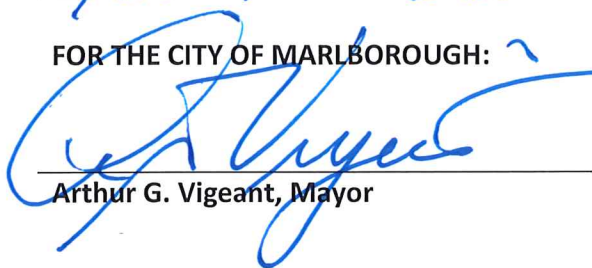
When no such cancellation notice or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other written notice at least sixty (60) days in advance.

All portions of this Agreement shall remain in effect until said changes or revisions have been agreed upon.

IN WITNESS WHEREOF, THE CITY OF MARLBOROUGH has caused this Agreement to be signed in its name and behalf, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888, CTW-CLC, has caused this Agreement to be signed in its name and behalf on this 1st day of

November, 2022.

FOR THE CITY OF MARLBOROUGH:



Arthur G. Vigeant, Mayor

FOR THE LOCAL 888, SEIU:



Michael Urato, President

APPENDIX A
DEPARTMENT OF PUBLIC WORKS
PAST PRACTICES

1. Foremen, who make blood donations, shall (a) do so on their own (non-City) time and (b) upon presentation of confirmation to the Commissioner (or designee) shall be credited with four (4) hours "time due" for making the blood donation. Effective July 1, 2007, compensatory time credited for donating blood shall be used by the employee within twelve (12) months of the date of credit and may not be accumulated from year to year.
2. Employees will be allowed to take trucks home for lunch when available.
3. Department will continue sick leave bank beyond ninety (90) day limit.
4. Employees will continue to be allowed to come to the garage to wash their own cars.
5. Tuesday through Saturday employees will continue to be given eight (8) hours "time due" for Monday holidays.
6. Employees will continue to be allowed to borrow hand tools, with their Supervisor's approval, for their personal use, not commercial.
7. Employees will continue to be allowed time off to attend the funeral services of fellow employees (active or retired) or members of that fellow employee's immediate family (spouse or children).
8. Regular hours worked on Mayor's Day shall be credited as "time due", hour for hour.
9. Employees can pay back any time owed the City by use of any other time he/she may have coming or, by working unpaid overtime. When working overtime one and one-half (1½) or two (2) hours, as the case may be, will be credited for each hour owed.
10. Time called is "starting time" if employee reports to work within thirty (30) minutes of call.
11. Employees will continue to be allowed to use the repair shop with prior permission, to work on their own cars, or those of a fellow employee.
12. City shall continue to pay for renewal of all licenses, except driver's license.
13. City shall continue to pay for all approved dues and subscriptions.
14. If requested by the Department, the City will pay for license application fees.
15. City will continue to provide necessary rubber goods.
16. Employees will continue to be allowed to have a fifteen (15) minute morning coffee break.
17. Employees will continue to be allowed to leave work, in a pay status, for family, medical emergencies, not exceeding an hour.
18. Senior, most qualified, person in the next lower grade to be used as an intermittent general foreman.
19. Employees will be released from work at noon (12 PM) on Good Friday.
20. Employees will be released at noon on December 24th.
21. Employees will be released at 12:00 p.m. on December 31st.
22. Employees will have the Friday after Thanksgiving off.
23. When Christmas and New Year's Day fall on a Thursday, employees will have the following Fridays off.
24. If Christmas falls on a Tuesday, employees will have the day before (Monday) off.

25. Employees required to take any examinations for licenses, pertaining to his/her job, shall remain in a pay status during regular hours.
26. State Law shall control jury duty and military leave.
27. Effective upon ratification of this Agreement (July 1, 2009 through June 30, 2012) employees may no longer use City vehicles for transportation to/from work, except by weekly on-call employees.
28. Any foreman who has been credited with more than 80 hours of time due as of December 31, 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 about March 31, 2013 of the foreman's intent to do so. All foremen with 80 or less hours of time due as of December 31, 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 December 31, 2012 shall be used within one (1) year of the date of crediting.
29. If Veteran's Day falls on a Saturday, each employee will have a choice of the previous Friday or the following Monday at the discretion of their supervisor.
30. The Fleet Shop Foreman will receive an annual three hundred dollars (\$300.00) tool stipend payable each December.

APPENDIX B
EMERGENCY SNOW & ICE OPERATIONS
UNAVAILABILITY REQUEST FORM

During the winter season, Emergency Snow & Ice (ESI) operations are a principal function of the Marlborough Department of Public Works. Participation in ESI operations is a mandatory condition of employment for all Marlborough DPW SMEO/Laborers, Foremen and for all personnel in the Department's Streets Division. In addition, other Department personnel outside of the Streets Division and SMEO/Laborer ranks, may volunteer to participate in ESI operations, with the understanding that once they have been assigned to those operations, participation is no longer discretionary.

The Department's administration recognizes that special family and other events occur throughout the year, including the winter season. When those special events occur during the winter, such as family vacation, cross-country trips, cruises, family reunions in different parts of the country or elective surgeries, the Department requires advance notification in order to accommodate the absence of the employee during ESI operations.

The protocol for an employee to follow who is planning an absence from ESI, is to have that employee complete and submit an Unavailability Form at least two (2) weeks prior to the date of the employee's anticipated absence. That form should be submitted to the Division Supervisor of the Streets Division or the Commissioner of Public Works, and, as appropriate, with a copy also provided to the Assistant Commissioner of Operations.

This form is not intended to simply avoid ESI operations on a regular basis and may only be used in special circumstances. The form is intended to legitimately excuse an employee from ESI operations for the types of special events noted above, as soon as those events are scheduled by the employee but in no case less than two (2) weeks before the beginning of the unavailability period. The Division Supervisor of the Streets Division and/or the Commissioner of Public Works will have final authority to determine the legitimacy of the special event nature of the absence. An employee will not be excused from ESI operations unless the Unavailability Form has been fully completed, timely submitted, and approved in writing by the Division Supervisor for Streets or the Commissioner beforehand.

Complete and submit Unavailability Request Form to Streets Division Supervisor OR DPW Commissioner (cc: Assistant Commissioner of Operations)

Employee Name: _____

Date(s) of Anticipated Absence: _____

Reasons for Anticipated Absence: _____

Employee Signature

Date:

Approved:

Date:

Supervisor/Commissioner Signature

**ADDENDUM A
FOREMEN/HEAD PUMPING STATION OPERATOR
WAGE SCHEDULES
FY2022 – FY2024**



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SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2021	CFOR FOREMAN'S	FROP	FOREMAN/STA OP	A ANNUAL	B BIWEEKLY	11	26.0000	8.00	2080.00	260.00	N

Change was made by 1.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	34.2448	273.9577	2,739.58	71,229.01
01	0.0000	35.3370	282.6960	2,826.96	73,500.95
02	0.0000	37.5106	300.0848	3,000.85	78,022.04
03	0.0000	39.8668	318.9338	3,189.34	82,922.78

07/01/2022	CFOR FOREMAN'S	FROP	FOREMAN/STA OP	A ANNUAL	B BIWEEKLY	11	26.0000	8.00	2080.00	260.00	N
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Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	34.9296	279.4369	2,794.37	72,653.59
01	0.0000	36.0438	288.3499	2,883.50	74,970.97
02	0.0000	38.2608	306.0865	3,060.86	79,582.48
03	0.0000	40.6640	325.3125	3,253.12	84,581.24

07/01/2023	CFOR FOREMAN'S	FROP	FOREMAN/STA OP	A ANNUAL	B BIWEEKLY	11	26.0000	8.00	2080.00	260.00	N
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Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	35.6283	285.0256	2,850.26	74,106.66
01	0.0000	36.7646	294.1169	2,941.17	76,470.39
02	0.0000	39.0260	312.2082	3,122.08	81,174.13
03	0.0000	41.4774	331.8187	3,318.19	86,272.86