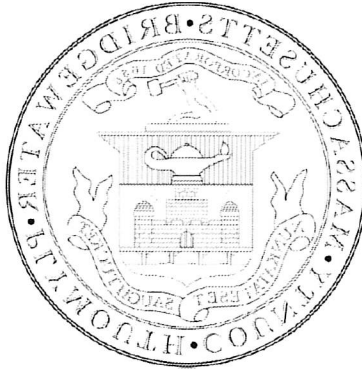


COLLECTIVE BARGAINING AGREEMENT

BETWEEN

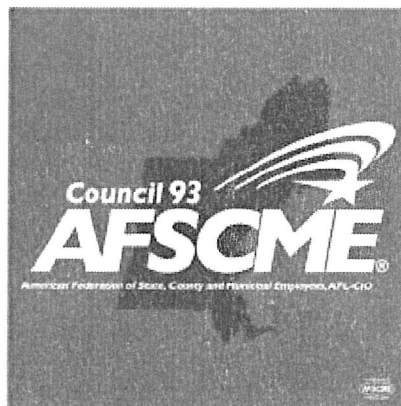
THE TOWN OF BRIDGEWATER



AND

LOCAL 1700, AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93



JULY 1, 2022– JUNE 30, 2025

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This AGREEMENT entered into this 04 day of APRIL, 2023, by and between the Town of Bridgewater, County of Plymouth, Commonwealth of Massachusetts, hereinafter designated as the EMPLOYER, and Local 1700, American Federations of State, County and Municipal Employees, AFL-CIO, State Council 93, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the Employer and the Union.

WHEREAS, the parties desire, for the purpose of collective bargaining with respect to the establishment of rates of pay, hours of work and conditions of employment, the negotiation of collective bargaining agreements and the establishment of an equitable and peaceful procedure for the resolution of any difference arising there under, pursuant to Chapter 150E of the Massachusetts General Laws and any amendments thereto it is therefore, agreed as follows:

ARTICLE 1 - EFFECTIVE DATE

The terms and conditions set forth in this Agreement are effective July 1, 2022 through June 30, 2025 (Three Year Agreement).

ARTICLE 2 – RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative and bargaining agent for the following classes of employees of the Town of Bridgewater:

A. DPW: ROADWAYS DEPARTMENT

- a. Dispatcher/Clerk – Grade 8
- b. Light Equipment Operator – Grade 7
- c. Mechanic – Grade 10
- d. Assistant Mechanic – Grade 9
- e. Heavy Equipment Operator – Grade 9
- f. Leadworker – Grade 9
- g. Roadways Foreman – Grade 10
- h. General Foreman – Grade 11
- i. Forestry Foreman – Grade 10
- j. Unit Operations Specialist/Dispatcher – Grade 10

B. DPW: WATER SUPPLY DEPARTMENT

- a. Light Equipment Operator – Grade 7
- b. Meter Specialist – Grade 8
- c. Water Handler – Grade 8
- d. Chief Water Treatment Plant Operator – Grade 12
- e. Senior Water Treatment Plant Operator – Grade 9
- f. Heavy Equipment Operator – Grade 9
- g. Water Foreman- Grade 10
- h. Assistant Water Superintendent - Grade 12
- i. Distribution Supervisor - Grade 12

- j. Leadworker – Grade 9
- k. Assistant Sewer Superintendent – Grade 12
- l. WWTP Mechanic/Operator – Grade 10
- m. WWTP Operator – Grade 9
- n. Assistant Chief Water Operator – Grade 10

C. DPW: STRUCTURES AND GROUNDS

- a. Custodian – Grade 6
- b. Maintenance Custodian – Grade 6

D. PARKS AND RECREATION DEPARTMENT

- a. Groundskeeper – Grade 6

ARTICLE 3 - MANAGEMENT RIGHTS

This Agreement has not been designed to violate any Federal, State, County or Municipal Laws nor shall anything in this Agreement be interpreted as diminishing the rights of the Employer to determine and prescribe the methods and means by which its operation of the departments included in this Agreement shall be conducted except as may otherwise be specifically set forth in this Agreement.

ARTICLE 4 - UNION DUES

Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours, and other conditions of employment. The Employer shall be required to provide the Union with the following information:

1. The Union - shall furnish a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Town. The Union and the Town agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing between the Union and the Town, unless directed in writing, by the employee.
2. Concurrent with the issuance of weekly/ bi-weekly wages to workers in the bargaining unit represented by the Union, the Employer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted. These deductions and roster-information will be transmitted to the AFSCME Council 93 business office with the issuance of its last payroll of every month - and such transmission shall be accomplished either by electronic mail or some other secure method as agreed to by the parties.
3. Upon the issuance of weekly/bi-weekly wages to workers in the bargaining units represented by the Union, the Employer will electronically forward a data file to the Union for all employees whose job title is represented by the Union. This file shall include the employees legal name employee ID, worksite code and the deduction amount.

ARTICLE 5 - CIVIL RIGHTS

There shall be no discrimination by the Town or the Union against any employee covered by this agreement because of race, creed, color, national origin, sex, age, union affiliation, political affiliation, religion, sexual orientation, genetic information, gender identity, marital status, military status, parental status, or disability.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall be defined as a dispute between a member of the bargaining unit covered by this Agreement, the Union and the Employer as to an alleged violation of, interpretation or application of a provision of this Agreement.

STEP 1. The Union steward and/or the representative, with the aggrieved employee, shall take up the grievance or dispute in writing with the employee's Department Head within seven (7) working days of the date of the grievance or dispute or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward or the representative within five (5) working days.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Town Manager within five (5) working days after the response of the Department Head is due. The Town Manager shall respond to the steward or the representative within seven (7) working days.

STEP 3. If the grievance is still unsettled, either party may, within thirty (30) calendar days after the response of the Town Manager is due, by notice in writing to the other, request arbitration with the Labor Relations Connection. The decision of the arbitrator shall be final and binding upon the parties.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the second (2nd) Step. If the cases reach arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privilege that would have been due the employee.

Upon issuance of discipline, including demotion, suspension, or termination, the Employer will copy written notification sent to the Employee and to the Union.

ARTICLE 7 - SENIORITY

The length of service of the employee in the bargaining unit shall determine the seniority of the employee within the unit.

The principle of seniority will be one among many factors considered by the Employer in cases of promotion within the bargaining unit, transfer, increase or decrease of the working force. However, merit shall be a factor to be considered. Seniority shall control the choice of vacation period.

ARTICLE 8 - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy, shall be posted on the town's web site with copy to the union steward listing the title of the position, salary, location (department) duties and qualifications required whether temporary or permanent. Information of the same shall also be sent to public works department leaders for posting on bulletin boards in the work areas.

This notice of vacancy shall remain posted for three (3) days. Employees interested shall apply in writing within five (5) day period next succeeding the date of first posting.

There shall be a probationary period consisting of ninety (90) working days for new hires. In the event his/her employment is terminated for any reason during said probationary period, such termination shall not be made the subject of a grievance under the terms of this Agreement.

The Town Manager shall have the sole right to place a new hire at any step within the grade and shall consider education, experience, and the Town's needs when placing a new employee within the grade.

Each employee shall be furnished with a copy of his/her job description. All Union job descriptions will be put into the Contract.

ARTICLE 9 - HOURS OF WORK SCHEDULED

The regular hours of work each day shall be consecutive except for interruptions for meal periods.

It is the meaning and intent that the normal working day is from 7:00 AM to 12:00 noon and from 12:30 PM to 3:30 PM.

The normal work day shall consist of eight (8) consecutive hours within twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. Such agreement shall not be unreasonably withheld.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations, shall consist of five (5) consecutive eight (8) hour days. In situations where a non-paid legal holiday falls during the regular work week, such work week may not consist of five (5) consecutive days. If non-paid Holiday, work shall be available on the following Saturday.

ARTICLE 10 - OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one half (1 ½) times his regular rate of pay for work performed in excess of forty (40) hours in one week.

Any employee called back to work on the same day after having completed his/her/their assigned work and left his/her/their place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall in excess of forty (40) hours. Any employee who is on overtime shall receive as a minimum, four (4) hours of overtime pay at a rate of one and one-half (1 ½) times the base hourly rate of regular compensation for his/her/their average weekly hours of regular duty.

Any employee who works sixteen (16) consecutive hours or more shall be paid two (2) times their regular rate of pay for all hours in excess of sixteen (16) hours, inclusive of their regularly scheduled shift. Any employee, who receives two (2) times their regular rate of pay and is called back within six (6) hours of punching out, shall continue to be paid two (2) times their regular rate until they punch out and are off the clock for six (6) consecutive hours or more.

If employees are called back for overtime and punch in less than six (6) hours after their regularly scheduled shift ends, the hours will count towards the computation of double time after sixteen (16) hours. (Employees will not be paid for hours not worked).

Employees covered by this Agreement shall be paid double time if employee on the so-called "Family Holidays", meaning, Thanksgiving, the Day After Thanksgiving, Christmas and New Year's Day.

The Department Head in his/her/their sole discretion shall determine when employees on scheduled overtime shall be relieved from duty.

Except as hereinafter provided, overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist; the personnel from areas other than the areas which normally performed such related work shall be relieved from their duties first when the workload lessens.

The Employer shall keep records in each division time book of the overtime work performed. In case of a grievance involving such records, they shall be subject to examination by the Union Representative of the Shop Steward with the foreman of the division involved.

A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

No employee from another department shall be called into work to perform overtime until all employees in said department have been given the opportunity to work the overtime. This Section shall not apply to private contractors to plow snow in the Town. Also, anyone called in for overtime must be qualified in the opinion of the Department Head to perform the work.

Overtime shall be distributed equally, however, in the discretion of the Department Head, employees having a specialty or particular skill shall be given priority for the overtime for their specialty.

COMPENSATORY TIME-OFF

I. PURPOSE

Compensatory time off is earned by employees who work more than forty (40) hours in a workweek, and it is provided as an alternative to overtime pay. This time off is intended to allow employees to take time away from work to attend to personal matters or to rest and recharge.

While it is recognized that some employees may have skills or knowledge that could be useful in another department of the Town, it is important to ensure that the use of compensatory time off does not result in an unfair advantage or disadvantage for any department or employee.

Compensatory time may only be earned within the employee's regularly assigned division/department. Time work in excess of forty (40) hours in a workweek and performed outside an employee's regularly assigned division/department will be paid in overtime pay.

II. COMPENSATORY TIME

Eligible employees may choose to receive compensatory time off in lieu of overtime pay for hours worked in excess of forty (40) hours in a workweek.

Compensatory time off must be provided at a rate of not less than one and one-half hours for each hour of overtime worked.

Employees must agree to the use of compensatory time instead of overtime pay. The agreement must be in writing and signed by the employee.

Compensatory time must be used within six (6) months of the date it was earned. If an employee does not use compensatory time within the six (6) month period, the TOWN shall pay the employee for the unused compensatory time at the employee's regular rate of pay.

An employee may not accrue more than 240 hours of compensatory time. Current employees with accrued time in excess of 240 hours will be paid the value of that time over 240 hours. At the sole discretion of the TOWN and its available funding sources, all compensatory time may be cashed out on its payroll(s) each calendar year.

III. REQUEST FOR COMPENSATORY TIME

Employees must submit a written request to their supervisor for the use of compensatory time.

Pursuant to provisions of the applicable collective bargaining agreement, the request must be made at least forty-eight (48) hours in advance of the desired date of the compensatory time off, unless the TOWN agrees to a shorter notice period.

The TOWN shall approve the request for compensatory time off unless it would unduly disrupt the operations of the TOWN. This is intended to ensure that the use of compensatory time off is fair and consistent for all employees and that the Town's operations are not disrupted by the misuse of compensatory time off.

IV. ARTICLE IV - RECORDKEEPING

The TOWN shall maintain accurate records of compensatory time earned, used, and paid out to employees.

ARTICLE 11 - UNION REPRESENTATIVES

A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The AFSCME local union steward or his/her/their designee will represent all employees on grievances.

The above shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances.

Per: Chapter 73 of the Acts of 2019 in regard to union activity in the workplace.

Chapter 73 of the Act Relative to 2019 - The right to meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes, not later than 10 calendar days after the date of hire during new employee orientation or, if the employer does not conduct new employee orientation, at an individual or group meeting.

ARTICLE 12 - MEAL PERIODS

All employees shall be granted a meal period of one-half (½) hour duration during each work shift. Whenever possible, the meal periods shall be scheduled at the middle of the shift.

Any employee hereunder required to work in excess of eight (8) consecutive hours within a twenty-four (24) hour period shall be allowed a one-half (½) hour "Meal Period" after having worked for four (4) consecutive hours in excess of eight (8) consecutive hours within a twenty-four (24) hour period.

ARTICLE 13 - REST PERIOD and TIME OFF

All employees' work schedules shall provide for a ten (10) minute rest period or "Coffee Break" during each one-half (½) shift. The rest period or "Coffee Break" shall be scheduled at the middle of each one-half (½) shift whenever this is feasible. Except for inclement weather, such rest period or "Coffee Break" shall be taken at the job site.

Employees when so assigned by the Department Head shall be granted "Time Off" for attendance at Educational Meetings, Classes or Seminars, the cost for which shall be paid by the employer.

ARTICLE 14 - CLEAN-UP TIME

Employees shall be granted a fifteen (15) minute personal clean-up time prior to the end of each work day. Work schedules shall be arranged so employees may take advantage of this provision.

NUMBER OF EMPLOYEES ON A TRUCK

The number of employees assigned to a truck shall be determined in the sole discretion of the Department Head, meaning for the purposes of this Contract, the Public Works Director, Roadways Superintendent, the Water Pollution Control and Water Supply Superintendent.

ARTICLE - 15 HOLIDAYS

The following days shall be considered paid Holidays:

1. New Year's Day
2. Washington's Birthday
3. Good Friday (½ day)
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Day
13. Martin Luther King's Birthday
14. Juneteenth

Holiday pay shall be eight (8) hours pay at the straight time rate.

If the Holiday occurs within an Employee's vacation period, he/she/they shall receive an additional day's vacation with pay.

Should any Holiday fall on an employee's normal day off, said holiday shall be scheduled at the discretion of the Department Head.

ATTENDANCE AT UNION STATE COVENTIONS

It is agreed that one employee representing the local Union be granted one day off with compensation not to exceed eight (8) hours to attend the Annual State Conference, and the local Union to pay for one day, the same as the Employer.

ARTICLE 16 - VACATIONS

Every employee occupying a full-time position, or a part-time position in which he/she/they has been in continuous service of the Town for twelve (12) months, shall be granted two (2) weeks vacation leave with pay, three (3) weeks vacation after five (5) years, four (4) weeks vacation after ten (10) years and five (5) weeks vacation after fifteen (15) years, five (5) weeks, plus one (1) day after twenty-one (21) years, five (5) weeks plus two (2) days after twenty-two (22) years, five (5) weeks plus three (3) days after twenty-three (23) years, five (5) weeks plus four (4) days after twenty- four years, six (6) weeks after twenty-five (25) years, to be effective following the Anniversary date. Such vacation shall be granted by the Head of the Department of the Town at such time as in his opinion will cause the least amount of interference with the performance of the regular work of the Town. Vacations must be taken in the year in which they are due, two (2) weeks of which may be extended to be taken by June 30th. However, vacation shall not accumulate from year to year.

Regular part-time employees shall be entitled to an amount of vacation in the ratio that their part-time employment bears to full-time employment; said vacation shall not exceed two (2) weeks or over forty (40) hours per week.

Vacations with pay shall not be granted to temporary employees.

Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased for that portion of the vacation accrued in the calendar year prior to the death in which the number of days bears to the total working days in such year.

Employees eligible for vacation leave whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the Armed Forces, shall be paid for that proportion of the vacation accrued in the calendar year during which such termination occurred, which the number of days worked bears to the number of working days in such calendar year.

Absences on account of sickness in excess of that authorized under ARTICLE 17 or for personal reasons not provided therein may, at the discretion of the Department Head, be charged to vacation.

ARTICLE 17 - SICK LEAVE

Sick leave with pay shall be granted to full-time employees under regular salary basis, such sick leave to be limited to fifteen (15) days annually, provided sick leave may be granted during the first year of full-time employment not to exceed one and one-quarter (1 ¼) days for each month of service. This rule shall not apply to employees paid on a per diem basis.

Notice of absence on account of sick leave shall be given on the first day of such absence to the Department Head.

The Department shall note all absences on the payroll. Sick leave notices must be submitted by each employee, for each day from the first day in order to be compensated for the sick leave.

If out three (3) or longer, a Doctor's Certificate may be requested to be submitted with sick leave notice. Doctor's bills are paid by the employee.

If the Department Head has reason to believe that sick leave is being abused, the Department Head may require satisfactory medical evidence from the employee (see Appendix Request for Medical Verification form, Certification of Health Care Provider for Employee's Serious Health Condition (FMLA), and Appendix Certification of Health Care Provider for Family Member's Serious Health Condition).

This request shall be reduced to writing and shall cite specific reasons for the request.

When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Department head believes he/she/they is (are) abusing sick leave and that he/she/they may be required to produce medical evidence for future use of sick leave.

After being out in excess of five (5) consecutive workdays employee must have a Doctor's Examination and Certificate stating employee is capable of returning to work. If the absence is due to an illness, the employee's own Doctor may certify a return to work. If the absence is due to a workplace injury, the Town may send the employee to the Town doctor. Sick leave notice shall be sent to the payroll officer with the marked payroll stating employee has been paid for sick leave.

Sick leave shall not in any case be granted for more than fifteen (15) days any one year except with the approval of the Town Manager.

The employee may also elect only to receive the worker's compensation. No deductions are made from the worker's compensation check and therefore the employee must make arrangements for voluntary deductions such as health insurance.

The salary compensation under worker's compensation is calculated at 60% of the average weekly wage of the employee. If an employee has accumulated leave and requests to do so, the 40% difference between the worker's compensation pay and their regular pay may be charged to accumulated sick vacation, or compensatory time leave so that the employee receives 100% of his/her/their weekly gross payroll. Voluntary deductions such as health insurance shall be made from the 40% charged to the employee's accumulated time.

All sick days accumulated at the time of retirement or severance from employment for any reason other than disciplinary shall be compensated at the rate of twenty-five percent (25%) per day at the time of retirement. Employees hired on or after July 1, 2012 will not be eligible for buyback option.

This will be effective with sick leave accrued after August 29, 1984.

An Appointing Authority shall grant to any employee who has completed his/her/their probationary period or who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or

for a serious health condition which prevents the employee from being able to perform the functions of her/his/their position. For this leave, under the Family and Medical Leave Act, 29 U.S.C. 2611 et seq., and accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave or within five (5) business days thereafter, or in the case of the unforeseen leave, within five (5) business days after the leave commences. In the event of an unanticipated illness, an employee who returns to work within five (5) working days of the beginning of their absence will not be required to return doctor's certification.

If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her/their medical leave, that employee shall use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.

At the expiration of the medical leave, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of her/his/their leave. If during the period of the leave, employees in an equivalent position have been laid-off through no fault of their own, the Employer will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or light duty after having been injured during the performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments, which cannot be scheduled during off-duty hours.

During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continue to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Town may recover the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

For the purposes of this Section, a rolling twelve (12) month period will be used, measured backward from the date the leave is used.

ARTICLE 18 - FUNERAL LEAVE

Each regular full-time employee shall be granted five (5) working days (Monday-Friday, not to include weekend days) immediate leave without loss of pay in the event of death to a member of his/her/their immediate family. The immediate family shall mean to include the following: wife or husband, mother, father, sister, brother, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, maternal and paternal grandparents. For purposes of this section, mother, father, sister, brother, and child shall include step-mother, step-father, step-sister, step-brother and step-child.

Two (2) days of leave shall be granted to attend the funeral of an uncle or aunt or the uncle or aunt of the employee's wife or husband.

ARTICLE 19 - JURY PAY

An employee called to Jury Duty shall receive from the Town an amount equal to the difference between his/her/their normal compensation of certification of the amount paid by the Court.

If excused from Jury Duty on any given day prior to the completion of his/her/their regular work schedule, the employee must return to work.

ARTICLE 20 - UNIFORM AND PROTECTIVE CLOTHING

If an employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to employee by the Employer. The cost of maintaining the uniform, protective clothing or protective device in proper condition (including tailoring, dry cleaning and laundering) shall be paid by the employer. The employer shall arrange with the uniform service to provide nine (9) sets of uniforms.

The Employee agrees to provide all materials, equipment, and tools required to perform the duties assigned to the employees covered by this Agreement.

Under no circumstances shall the employee be required to provide his/her/their own uniform or to supplement any uniform allowance granted by the Employer.

The Employer will have available foul weather gear for those employees whose regularly assigned duties require same.

CLOTHING ALLOWANCE –

Clothing Allowance - Boot allowance of \$200 per member per year. New employees shall receive their first boot allowance after the end of the probationary period.

UNIFORM ALLOWANCE – Either a winter coat or thermal sweatshirts shall be made part of the uniform provided by the Town, with exchange of worn coat or thermal for new.

PROTECTIVE EYEGLASSES – The employer shall work to develop a safety prescription eyeglasses program for those employees wearing eyeglasses under available health plans or otherwise paid by the employer.

ARTICLE 21 - HEALTH AND WELFARE

It is agreed that should any change occur in the statutes affecting health and welfare plans, this Agreement shall be reopened for further negotiations on this subject upon the written request of either party.

The Town will pay for DOT physicals required for maintenance of driver's and hoisting licenses.

Upon the expiration of any contracts presently in effect and all future contracts between Insurance Carriers and the Employer dealing with medical coverage, the Union will be a part of any negotiations dealing with coverage that affects its members.

The Employer will pay eighty percent (80%) and each Employee shall pay twenty percent (20%) of the premiums of HMO's, as per statute. Employees hired on or after July 1, 2012 will pay twenty-five percent (25%) of the total cost of health insurance with the Employer paying seventy-five percent (75%). The parties agree to limit the audible plans to the benchmark HMO plans through the Mayflower Health Group. In the event the Employer shall obtain indemnity coverage in the future, the Employer shall pay fifty percent (50%) and each Employee shall pay fifty percent (50%) of said coverage as per statute.

If the outside temperature exceeds one hundred (100°) degrees at the national Weather Station in Taunton, the Department Head or designee may instruct employees to return to the Department garage for light duty unless there is an emergency.

ARTICLE 22 - SAFETY COMMITTEE CODE

A Safety Committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this Agreement agree to enforce.

ARTICLE 23 - CLASSIFICATION PLAN AND PAY RATES

The following is the list of Job Classifications and Rates of Pay effective during the term of this Agreement:

Wage Matrix Adjustment:

- 1) Increase the existing step schedule by four (4) steps and delete the bottom four (4) steps.
 - a. Members will remain at their current pay but placed on the new (lower) step for accounting purposes (ie - current step 6 becomes new step 2; thus, member receives same rate of pay but is now at step 2 on the salary matrix table)
- 2) Each additional step is 2.5%, in line with the existing step schedule.

Wages Adjustments:

- a. Effective July 1, 2022 (FY2023): no change in compensation.
- b. Effective July 1, 2023 (FY2024): Each existing member would receive two (2) step increase.
- c. Effective July 1, 2024 (FY2025): Each existing member would receive two (2) step increase.

SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2023	4000 AFSCME	05 AFSCME-05		H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
MOA 06/30/2022 through 06/30/2025 FY24 & FY25 AFSCME Salary Rates													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	18.3800	147.0400	735.20	38,230.40								
02	0.0000	18.8400	150.7200	753.60	39,187.20								
03	0.0000	19.3100	154.4800	772.40	40,164.80								
04	0.0000	19.7900	158.3200	791.60	41,163.20								
05	0.0000	20.2900	162.3200	811.60	42,203.20								
06	0.0000	20.7973	166.3780	831.89	43,258.28								
07	0.0000	21.3172	170.5380	852.69	44,339.88								
08	0.0000	21.8501	174.8000	874.00	45,448.00								
09	0.0000	22.3954	179.1720	895.86	46,584.72								
10	0.0000	22.9563	183.6500	918.25	47,749.00								
11	0.0000	23.5302	188.2420	941.21	48,942.92								
12	0.0000	24.1184	192.9480	964.74	50,166.48								

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2023	4000 AFSCME	06 AFSCME-06		H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
MOA 06/30/2022 through 06/30/2025 FY24 & FY25 AFSCME Salary Rates													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	20.2200	161.7600	808.80	42,057.60								
02	0.0000	20.7300	165.8400	829.20	43,118.40								
03	0.0000	21.2500	170.0000	850.00	44,200.00								
04	0.0000	21.7800	174.2400	871.20	45,302.40								
05	0.0000	22.3200	178.5600	892.80	46,425.60								
06	0.0000	22.8780	183.0240	915.12	47,586.24								
07	0.0000	23.4500	187.6000	938.00	48,776.00								
08	0.0000	24.0362	192.2900	961.45	49,995.40								
09	0.0000	24.6371	197.0960	985.48	51,244.96								
10	0.0000	25.2530	202.0240	1,010.12	52,526.24								
11	0.0000	25.8844	207.0760	1,035.38	53,839.76								
12	0.0000	26.5315	212.2520	1,061.26	55,185.52								

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2023	4000 AFSCME	07 AFSCME-07		H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
MOA 06/30/2022 through 06/30/2025 FY24 & FY25 AFSCME Salary Rates													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	22.2500	178.0000	890.00	45,280.00								
02	0.0000	22.8100	182.4800	912.40	47,444.80								
03	0.0000	23.3800	187.0400	935.20	48,630.40								
04	0.0000	23.9600	191.6800	958.40	49,836.80								
05	0.0000	24.5600	196.4800	982.40	51,084.80								
06	0.0000	25.1740	201.3920	1,006.96	52,361.92								
07	0.0000	25.8034	206.4280	1,032.14	53,671.28								
08	0.0000	26.4484	211.5880	1,057.94	55,012.88								
09	0.0000	27.1096	216.8760	1,084.38	56,387.76								
10	0.0000	27.7874	222.3000	1,111.50	57,798.00								
11	0.0000	28.4821	227.8560	1,139.28	59,242.56								
12	0.0000	29.1941	233.5520	1,167.76	60,723.52								

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2023	4000 AFSCME	08 AFSCME-08		H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
MOA 06/30/2022 through 06/30/2025 FY23 & FY24 AFSCME Salary Rates													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	24.9200	199.3600	996.80	51,833.60								
02	0.0000	25.5400	204.3200	1,021.60	53,123.20								
03	0.0000	26.1800	209.4400	1,047.20	54,454.40								
04	0.0000	26.8400	214.7200	1,073.60	55,827.20								
05	0.0000	27.5100	220.0800	1,100.40	57,220.80								
06	0.0000	28.1978	225.5820	1,127.91	58,651.32								
07	0.0000	28.9027	231.2220	1,156.11	60,117.72								
08	0.0000	29.6253	237.0020	1,185.01	61,620.52								
09	0.0000	30.3659	242.9280	1,214.64	63,161.28								
10	0.0000	31.1250	249.0000	1,245.00	64,740.00								
11	0.0000	31.9032	255.2260	1,276.13	66,358.76								
12	0.0000	32.7007	261.6060	1,308.03	68,017.56								

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ PERIOD YEAR	DAYS/ PERIOD YEAR	USE PCT
07/01/2023	4000 AFSCME	09	AFSCME-09	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
MOA 06/30/2022 through 06/30/2025 FY24 & FY25 AFSCME Salary Rates													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	27.9100	223.2800	1,115.40	58,052.80
02	0.0000	28.6100	228.8800	1,144.40	59,508.80
03	0.0000	29.3200	234.5600	1,172.80	60,985.60
04	0.0000	30.0500	240.4000	1,202.00	62,504.00
05	0.0000	30.8000	246.4000	1,232.00	64,064.00
06	0.0000	31.5700	252.5600	1,262.80	65,665.60
07	0.0000	32.3593	258.8740	1,294.37	67,307.24
08	0.0000	33.1652	265.3460	1,326.73	68,989.96
09	0.0000	33.9974	271.9800	1,359.90	70,714.80
10	0.0000	34.8474	278.7800	1,393.90	72,482.80
11	0.0000	35.7186	285.7480	1,428.74	74,294.48
12	0.0000	36.6115	292.8920	1,464.46	76,151.92

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ PERIOD YEAR	DAYS/ PERIOD YEAR	USE PCT
07/01/2023	4000 AFSCME	10	AFSCME-10	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
MOA 06/30/2022 through 06/30/2025 FY24 & FY25 AFSCME Salary Rates													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	30.7000	245.6000	1,228.00	63,856.00
02	0.0000	31.4700	251.7600	1,258.80	65,457.60
03	0.0000	32.2500	258.0000	1,289.60	67,059.20
04	0.0000	33.0600	264.4800	1,322.40	68,764.80
05	0.0000	33.8900	271.1200	1,355.60	70,491.20
06	0.0000	34.7373	277.8980	1,389.49	72,253.48
07	0.0000	35.6057	284.8460	1,424.23	74,059.96
08	0.0000	36.4958	291.9660	1,459.83	75,911.16
09	0.0000	37.4082	299.2660	1,496.33	77,809.16
10	0.0000	38.3434	306.7480	1,533.74	79,754.48
11	0.0000	39.3020	314.4160	1,572.08	81,748.16
12	0.0000	40.2846	322.2760	1,611.38	83,791.76

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ PERIOD YEAR	DAYS/ PERIOD YEAR	USE PCT
07/01/2023	4000 AFSCME	11	AFSCME-11	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
MOA 06/30/2022 through 06/30/2025 FY24 & FY25 AFSCME Salary Rates													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	34.3900	275.1200	1,375.60	71,531.20
02	0.0000	35.2500	282.0000	1,410.00	73,320.00
03	0.0000	36.1300	289.0400	1,445.20	75,150.40
04	0.0000	37.0300	296.2400	1,481.20	77,022.40
05	0.0000	37.9600	303.6800	1,518.40	78,956.80
06	0.0000	38.9090	311.2720	1,556.36	80,930.72
07	0.0000	39.8817	319.0540	1,595.27	82,954.04
08	0.0000	40.8788	327.0300	1,635.15	85,027.80
09	0.0000	41.9007	335.2060	1,676.03	87,153.56
10	0.0000	42.9483	343.5860	1,717.93	89,332.36
11	0.0000	44.0220	352.1760	1,760.88	91,565.76
12	0.0000	45.1225	360.9800	1,804.90	93,854.80

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ PERIOD YEAR	DAYS/ PERIOD YEAR	USE PCT
07/01/2023	4000 AFSCME	12	AFSCME-12	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00	N
MOA 06/30/2022 through 06/30/2025 FY24 & FY25 AFSCME Salary Rates													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	38.5200	308.1600	1,540.80	80,121.60
02	0.0000	39.4800	315.8400	1,579.20	82,118.40
03	0.0000	40.4700	323.7600	1,618.80	84,177.60
04	0.0000	41.4800	331.8400	1,659.20	86,278.40
05	0.0000	42.5200	340.1600	1,700.80	88,441.60
06	0.0000	43.5830	348.6640	1,743.32	90,652.64
07	0.0000	44.6726	357.3800	1,786.90	92,918.80
08	0.0000	45.7894	366.3160	1,831.58	95,242.16
09	0.0000	46.9341	375.4720	1,877.36	97,622.72
10	0.0000	48.1075	384.8600	1,924.30	100,063.60
11	0.0000	49.3102	394.4820	1,972.41	102,565.32
12	0.0000	50.5429	404.3440	2,021.72	105,129.44

Step increases shall occur on July 1 of each year.

LICENSE COMPENSATION

Not to be considered part of the base salary. Payable only upon proven attainment, and willingness of license holder to utilize said license to cover Town's obligations mandated by statutes. Eligibility, only within departments is listed. License compensation may be paid, for highest class of license held, ONLY. Compensation to be received by employee, when approved by the Town Manager. License

Compensation shall be added to the employee's regular pay and paid in regular weekly installments. License compensation covers only grades of licenses mandated by statutes that apply to the Town, and will not compensate beyond any mandated grade.

ROADWAYS DEPARTMENT

► Master hoisting license (2B)	\$800
○ 2A endorsement	\$150
○ Mower 4G	\$150
○ Catch basin 4E	\$150
○ Forklift 1 C	\$150
○ Gantry crane 1 A	\$150
○ Class A CDL	\$500
○ Welding /gas burning safety certificates	\$100
○ ASE certifications: T1 thru TS	\$100 each
○ ASE certifications: A 1 thru A9	\$100 each

WATER SUPPLY DEPARTMENT

➤ Back Flow License	\$750
➤ Cross Connection License	\$500
➤ OSHA class 2 asbestos-cement pipe certification	\$250

The Superintendent shall determine how many licenses shall be issued and to who said license shall be issued.

WATER SUPPLY – DISTRIBUTION LICENSE STIPENDS

▪ Grade D1	\$200
▪ Grade D2	\$900
▪ Grade D3	\$1,400
▪ Grade D4	\$1,800

WATER SUPPLY DEPARTMENT – WATER TREATMENT STIPENDS

▪ Grade T1	\$600
▪ Grade T2	\$1,000
▪ Grade T3	\$1,500
▪ Grade T4	\$1,800

WATER POLLUTION CONTROL DEPARTMENT

WATER POLLUTION CONTROL – WASTEWATER TREATMENT STIPENDS

▪ Grade 2	\$300
▪ Grade 3	\$500
▪ Grade 4	\$800

▪ Grade 5	\$1,000
▪ Grade 6	\$1,400
▪ Grade 7	\$1,700

WATER POLLUTION CONTROL DEPARTMENT – COLLECTION SYSTEM STIPENDS

▪ Grade 1	\$250
▪ Grade 2	\$350
▪ Grade 3	\$500
▪ Grade 4	\$700

OUT OF CLASSIFICATION

Any employee who is assigned to a job that would normally be performed by a higher grade position and works more than 3 hours doing that work shall be paid a 6% differential rate for the hours worked doing higher grade work.

ARTICLE 24 - MISCELLANEOUS

- 1) **BULLETIN BOARD** – For union business only 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 materials on such bulletin boards.
- 2) Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force or effect, and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
- 3) **NO DISCRIMINATION** – The parties to this Agreement agree that they shall not discriminate against any person because of his race, creed, color, sex or age, and that such persons shall receive the full protections of this Agreement.
- 4) **ACCESS TO PREMISES** – The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Local #41, and/or Local 1700 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees.
- 5) In the event an employee reports to his place of work at his/her/their regularly scheduled time and is sent home for lack of work, he/she/they shall be paid for four (4) hours at the rate to which he would be entitled for his/her/their shift, unless previously notified not to report for work.
- 6) The parties acknowledge that during the negotiations which resulted in 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 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 Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter or matter referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement .

EMPLOYEES FILES

No material originating from the Municipal Employer derogatory to an employee's conduct, service, character or personality shall be placed in an employee's personnel file unless the employee has had the opportunity to read such material. The employee shall acknowledge that he/she/they had read such material by affixing his signature to the actual copy filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

SAVINGS CLAUSE

In the event of impasse between the parties during negotiations resulting in mediation, fact finding or arbitration, the present contract shall remain in effect until a subsequent contract is renegotiated.

ARTICLE 25 LONGEVITY

- 1) As an award for continuous service to the Town of Bridgewater, employees covered by this Agreement are eligible for a longevity award. Employees working less than twenty (20) hours per week do not qualify for longevity awards.
- 2) Longevity payments are non-cumulative and are made in accordance with the following schedule:
 - 10 years of service through 14 years: 1% base wage increase
 - 15 years of service through 19 years: 2% base wage increase
 - 20 years of service through 24 years: 3% base wage increase
 - 25+ years of service: 4% base wage increase
- 3) The longevity award shall become effective and payable on the employee's ten (10) year anniversary date. No longevity award will be paid prior to the individual's anniversary date and the employee must be currently employed at the time the award is due.
- 4) Longevity shall be added to the employee's regular pay and paid in regular weekly installments.
- 5) In the event that a full-time employee's hours of work are reduced below thirty-two (32) hours per week due to lack of funds, the longevity payment shall be pro-rated.

ARTICLE 26 - BENEFITS TO AN ESTATE OF DECEASED EMPLOYEES

In the event of death of an employee hereunder the estate of such employee shall be entitled to receive in payment the entire (100%) of said employee's daily rate of pay accumulated but unused sick leave days together with full payment for all unused accumulated vacation days.

ARTICLE 27 - TERMINATION

This Agreement will remain in effect from July 1, 2022 through June 30, 2025. After June 30, 2025 either party may terminate this Agreement provided such termination is transmitted through the registered U.S. mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed. Either party may recommend any or all parts of the Agreement to be reopened for negotiations provided one of the parties so advised the other in writing not later than December 1, 2022.

ARTICLE 28 - RENEWAL

Should neither party to this Agreement send a notice of termination as described in ARTICLE XXVII (27), this Agreement will be considered to have been automatically renewed through June 30, 2025.

ARTICLE 29 - CHANGES

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be delivered to the authorized parties signatory to the Agreement prior to ninety (90) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the ARTICLE shall preclude the Union from modifying any previous proposals during the course of the negotiations.

ARTICLE 30 - NO STRIKE – NO LOCKOUT

SECTION I:

- a) The Union agrees that during the life of this Agreement neither the Union, nor its agents or its members shall authorize, and/or assist, institute or engage in any work stoppage, slow-down, sick- out, and refusal to work or strike against the Employer in accordance with the Massachusetts General Laws, Chapter 150E, Section 9A.
- b) Nor shall its members aid or assist any other labor organization, or any of its members acting individually in a labor dispute.

SECTION II:

The Employer agrees that there shall be no lockout during the life of this Agreement.

ARTICLE 31 - EVALUATIONS

- a) All employees will be evaluated annually by their Department Head for the purpose of promoting understanding of job performance between the employee and the Supervisor.
- b) All evaluations will be conducted using the form found in Appendix A. This evaluation will not be used to initiate any disciplinary or termination procedure, but may be used as evidence.

ARTICLE 32 - PERSONAL LEAVE

Employees shall be granted three (3) personal days with pay per year, which shall be requested in advance and must be approved by the Department Head. Said personal day shall be for the purpose of conducting personal business that cannot be conducted during normal working hours.

ARTICLE 33 - POST-RETIREMENT WORK

American Federation of State, County and Municipal Employees (AFSCME) agrees to the use of post-retiree members for the purpose of part time seasonal jobs of employment as defined:

1. For the purpose of this agreement, post retiree member will be defined as any retired Bargaining Unit Municipal Employee in (AFSCME) Local 1700 that meets the existing qualifications for DPW that obtain or have required skill/ knowledge of the job and possess proper license required.
2. Intermittent staffing means daily and refers to employment based on a day to day need;
3. Post retiree will be scheduled to perform bargaining unit work according to the following criteria:
 - a) Use of Post Retiree member to fill overtime - When an overtime situation exists, department head will first offer overtime to bargain unit members via the voluntary overtime list prior to scheduling Per Diem staff.
 - b) Use of Post Retiree member for vacancies caused by a continuous leave - The Town may use Post Retiree member to temporarily fill vacancies of bargaining unit members who are on an approved continuous leave. Once the bargaining unit member is cleared to report to work, they will be returned to the position they previously held. A continuous leave will be defined as a period of three (3) days or greater, or those reasonably anticipated to be out for less than one year and its application in all cases is restricted to employees who possess the educational, training, and/or experience requirements established by the Town.
 - c) Use of Post Retiree member to cover approved time off by bargaining unit members - Post Retiree member may be used by Town to allow the granting of time off requests by bargaining unit members which may otherwise be denied based on operational needs; such coverage would be for a minimum of three (3) days.

Post Retiree member's rate of pay shall be that of which his/her/their base hourly rate of pay was prior to retirement. No benefits apply and weekly hours cannot exceed limit set forth by the retirement board.

The Post Retiree member will not be used to postpone the hiring of vacant positions.

Town will provide the Union a record of use of Post Retiree staff as needed, and feasible, to review the operational prudence of this agreement.

This will not negatively affect the current practice in the manner bargaining unit members are scheduled or granted time off.

Dated this 4th day of April, 2023

AFSCME Council 93, Local 1700

American Federation of State,
County & Municipal Employees,
AFL-CIO, Council 93, Local 1700

Paul Faria
A. Basenfeld
Michael Harris

Town of Bridgewater

Town Manager

[Signature]
Michael Dutton, Town Manager

Town of Bridgewater

Finance Director/Accountant

[Signature]
Laurie Guerrini, Finance Director

Town of Bridgewater

Town Attorney, as to form

[Signature]
Jason Rawlins, Esq.