

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF BRIDGEWATER AND THE
BRIDGEWATER DPW UNION, AFSCME LOCAL 1700**

WHEREAS, the Town of Bridgewater ("Town") and the Bridgewater Department of Public Works Union, AFSCME Local 1700 ("Union") have met in good faith and agreed to a successor collective bargaining agreement, pursuant to G.L. c. 150E, subject to ratification by both parties.

***NOW THEREFORE,** the parties have agreed to the following changes to the collective bargaining agreement:*

1. Article XX – Term, Amendment and Modification of Agreement

- a. Update CBA duration to reflect a three (3) term of July 1, 2025, through June 30, 2028.

2. Article XXV - Wages: The Town and the Union have met and agreed to implement lower than previously offered COLA increases in order to avoid a reduction in force or reduction in hours for current bargaining unit members as a result of the budgetary deficit of \$849,000 for FY26 resulting from the budget appropriation adopted by the Town Council on June 30, 2025. In consideration of this reduction in COLA, the Town agrees that there will be no reduction in force or reduction in hours to current union employees due to the aforementioned FY26 budgetary deficit, subject to the following provisions:

- a. July 1, 2025 – 1% increase to all base wages
- b. July 1, 2026 – 1% increase to all base wages
- c. January 1, 2027 – 1% increase to all base wages
- d. July 1, 2027 – 1.5% increase to all base wages

The parties acknowledge and agree that should there be a budgetary deficit beyond what is described in this agreement, the Town will meet its bargaining obligations pursuant to G.L. Ch. 150E.

3. Article 16 - Vacations:

- a. Modify Article 16 as follows:

Every employee occupying a full-time position, or a part-time position in which he has been in continuous service of the Town **shall be granted paid vacation leave at the following rates:**

Year of Service	Vacation Time
1 - 5	2 weeks
6 - 10	3 weeks
11- 15	4 weeks
16 - 20	5 weeks
21	5 weeks + 1 day
22	5 weeks + 2 days
23	5 weeks + 3 days
24	5 weeks + 4 days
25 and above	6 weeks

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.

Vacation leave shall be issued on January 1 of each year and shall expire upon the following December 31, except for the following provisions:

Any employee who has accrued vacation time on December 31st shall be permitted to carryover up to two (2) weeks of vacation time. This carried over vacation time shall expire on July 1st.

Effective December 31, 2027 and each year thereafter: Employees will be permitted to carry over one (1) week of vacation into the following year, which must be used prior to June 30th. with written approval by the Department Head provided that sufficient notice (before December 31st) is submitted to Human Resources. Any exceptions will need to be approved by the DPW Director and Director of Human Resources.

Employees shall not be eligible to accrue or use vacation leave during their probationary period. On the first pay period after the expiration/conclusion of an employee's probationary period, the employee shall be credited with the one (1) year employee vacation time pro-rated from the hire date through December 31 of the current 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.

Employees reaching a new vacation accrual milestone based on their years of service shall receive a prorated amount of the new vacation accrual rate for the period from their anniversary date through December 31 of the current year.

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 who separate from employment for any reason shall be issued compensation for any unused accrued vacation time at a pro-rated rate based upon the number of weeks worked in the 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 XVII or for personal reasons not provided therein may, at the discretion of the Department Head, be charged to vacation.

- b. In acknowledgement of the changes listed above, the Town and the Union agree that the following bargaining unit employees will be subject to the following vacation carry over provisions:
 - i. Michael Harris will be permitted to carry over four (4) weeks of vacation leave on December 31, 2025 and three (3) weeks of vacation leave on December 31, 2026, after which time he will be subject to the carryover provisions in Article 16 above.
 - ii. Brian Hurley will be permitted to carry over two (2) weeks of vacation leave on December 31, 2025 and two (2) weeks of vacation leave on December 31, 2026, after which time he will be subject to the carryover provisions in Article 16 above
4. Article 17 – Sick Leave: Modify Article 17 as follows:

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. **Probationary employees are entitled to accrue and use sick leave.**

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 **on sick leave** three (3) days or longer, a **note from the employee's health care provider may be required** ~~Doctor's Certificate may be requested to be submitted with sick leave notice.~~ ~~Doctor's Medical~~ 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 **a note from the employee's health care provider** 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). **Sick leave abuse includes but is not limited to the following: excessive use of sick leave, pattern of absences before or after vacation periods, holidays, weekends or other days off.**

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 is abusing sick leave and that he/she 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 **note from their health care provider** ~~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 **health care provider** ~~Doctor~~ may certify a return to work. If the absence is due to a workplace injury, the **Town and employee shall follow the processes set forth in the Town's Work Place Injuries & Accidents and Worker's Compensation Insurance Policies, as well as applicable laws.** ~~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 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~~ **separation** 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 **meets the eligibility requirements leave under the Family and Medical Leave Act, in accordance with the Town's Family & Medical Leave Policy and** has completed his/her 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 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 eight (5) working days of the beginning of their absence will not be required to return doctors certification.

If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her 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 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.

5. Article 23 – License Compensation: Increase all license stipends in Article 23 as follows (the amounts below reflect a 25% increase):

Roadways Department

- Master Hoisting License: **\$1,000**
- 2A endorsement: **\$187.50**
- Mower 4G: **\$187.50**
- Catch Basin 4E: **\$187.50**
- Forklift 1C: **\$187.50**
- Gantry Crane 1A: **\$187.50**
- Class A CDL: **\$625.00**
- Welding/Gas burning safety certificates: **\$125**
- ASE Certifications – T1 through T5: **\$125** each
- ASE Certifications – A1 through A9: **\$125** each
- Pesticide License **\$250.00**

***Recreation Department employees may be eligible for Roadway Department stipends with prior approval from the DPW Director. The DPW Director has sole discretion to determine how many licenses shall be issued to Recreation Department employees and to whom said license shall be issued.**

Water Supply Department

- Backflow License: **\$938**
- Cross Connection License: **\$625**
- OSHA class 2 asbestos-cement pipe certification: **\$312.50**

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

- Water Supply – Distribution License Stipends
 - Grade D1: **\$250**
 - Grade D2: **\$1,125**
 - Grade D3: **\$ 1,500**
 - Grade D4: **\$2250**
- Water Supply Department – Water Treatment Stipends
 - Grade T1: **\$750**
 - Grade T2: **\$1,250**
 - Grade T3: **\$1,875**
 - Grade T4: **\$2,250**

Water Pollution Control Department

- Water Pollution Control – Wastewater Treatment Stipends
 - Grade 2: **\$375**
 - Grade 3: **\$625**
 - Grade 4: **\$1,000**
 - Grade 5: **\$1,250**
 - Grade 6: **\$1,750**
 - Grade 7: **\$2,125**
- Water Pollution Control Department – Collection System Stipends
 - Grade 1: **\$312.50**
 - Grade 2: **\$437.50**
 - Grade 3: **\$625**
 - Grade 4: **\$875**
- Article 23 – Classification Plan and Pay Rates: Effective July 1, 2025, 2.5% increase to base wages in Step 12 (this is in addition to the COLA increase to all steps)
- Housekeeping:
 - a. The Union and the Town agree to correct any grammatical, typographical, or formatting errors throughout the contract. Obsolete language will also be updated or deleted as necessary.
 - b. Integrate the MOU regarding the Town Mechanic and Chief Mechanic, dated June 25, 2024.

Water Department On-Call Policy

The Town acknowledges the desire to establish clear and equitable on-call procedures for the Water Department. The Town commits to work collaboratively with the union to attempt to develop a fair and sustainable on-call policy that reflects departmental needs, employee considerations, and operational best practices for the Town, within four months of hiring a Water Superintendent.

This Agreement has been duly executed by authorized representatives of the Town of Bridgewater and the Bridgewater Administrative Association.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 3 day of September 2025.

FOR THE UNION

Ken Harris
Ar. Ruffalo
Willi Kross-Schlaeger
Michael Harris
Corey Blue

FOR THE TOWN

Paul L. Curran