

COLLECTIVE BARGAINING
AGREEMENT

between the

TOWN OF WELLESLEY

and

LOCAL 335

SUPERVISORY UNIT

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

July 1, 2023 - June 30, 2026

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AGREEMENT entered into as of the 1st day of July, 2023 between the TOWN OF WELLESLEY in the County of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the "EMPLOYER," and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL NO. 93, SUPERVISORY EMPLOYEES' CHAPTER, LOCAL 335, hereinafter referred to collectively as the "UNION."

ARTICLE 1

Definitions

Where the words are used in this Agreement, "EMPLOYER" means the Town of Wellesley in the County of Norfolk and Commonwealth of Massachusetts, and no other location; "UNION" means American Federation of State, County and Municipal Employees, affiliated with American Federation of Labor and Congress of Industrial Organizations, and its affiliate Supervisory Employees' Chapter, Local 335. "Management Responsibility" means the retention by the EMPLOYER of its right to conduct the business of the Town in its Department of Public Works including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the working force, and to conduct its operations in a safe and efficient manner subject only to the express limitations set forth in this Agreement. "Employees" as used in this Agreement shall mean the supervisory employees of the Department of Public Works employees of said Town of Wellesley except such employees as are excluded from membership in a unit appropriate for purposes of Collective Bargaining as set forth in the Certification issued by the State Labor Relations Commission in Case No. MCR 2264 of said Commission. "Union Representatives" as used in this Agreement shall mean the Union Designee. "Director" as used in this Agreement shall mean the Director of Public Works. "Department" as used in this Agreement shall mean the Department of Public Works. Wherever the singular is used in this Agreement, it is intended to include the plural. The Town acknowledges that for the purpose of this Agreement, Park and Highway are separate divisions, as is indicated in the contract language.

ARTICLE 2 Recognition

(a) The EMPLOYER recognizes the UNION as the exclusive representative of those regular full-time employees of the EMPLOYER in the Department of Public Works and in the following classifications: General Foreman, Supervisor-Recycling and Disposal, or in such job classifications appropriate to the Bargaining Unit as have been established in said Department since the date of the issuance of said Certification or may be established during the term of this Agreement. Excluded from such Bargaining Unit are the following positions in said Department: elected and appointed officials, executive officers, Superintendents, Assistant Superintendents, Town Engineer, Superintendent-RDF, Executive Secretary, Senior Engineer, Construction Engineer and Watchman whose duties include attending to the safety of individuals and property on the premises of said Department of Public Works; and all other employees of the Town of Wellesley.

b) Matters appropriate for consultation and negotiation between parties hereto are practices, procedures and implementation of policies relating to working conditions which are in the authority of the EMPLOYER and subject to negotiation under the General Laws of the Commonwealth of Massachusetts, Chapter 150E and Chapter 164.

ARTICLE 3 Membership in the Union

(a) The EMPLOYER and the UNION shall not discriminate against employees in the exercise of their right, freely and without fear of penalty and reprisal, to form, join, and assist any employee organization or to refrain from any such activity in accordance with the Public Employee Relations Act of the Commonwealth of Massachusetts, G.L. Ch 150E. Except as expressly provided herein, the freedom of such employees to assist the UNION shall be recognized as extending to participation in the management of labor organization and acting for it in the capacity of an organization representation.

(b) Neither the EMPLOYER nor its representative or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(c) The EMPLOYER or UNION will not discriminate against any employee or applicant for employment by reason of their membership or non-membership in the UNION or by reason of any union activity or absence thereof on their part not in contravention of any provision of this Agreement, or because of race, creed, color, sex, national origin, or legally protected class.

ARTICLE 4

Dues Collection

(a) Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the EMPLOYER shall deduct from earned wages periodic UNION membership dues required as a condition of acquiring or retaining membership in the UNION of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked "Appendix A." The EMPLOYER will remit all sums deducted under such checkoff authorization to the Treasurer of the Production Employees' Chapter, Local 335 together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the tenth day of the succeeding month, provided the EMPLOYER has, at that time, possession of the necessary business equipment to effectuate such arrangement.

(b) The UNION shall indemnify and save the EMPLOYER harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the EMPLOYER for the purpose of complying with this ARTICLE, or in reliance on any assignment furnished to the EMPLOYER.

ARTICLE 5

Precedence of Laws and Regulations

The accomplishment of the purposes of the existence of the Department of Public Works is paramount in the interests of the parties hereto as well as in the public interest. In the

administration of all matters covered by this Agreement, officials and employees are governed by the provisions of any existing or future laws and regulations. This Agreement shall at all times be applied in accordance with and subject to such laws. Should any provision of this Agreement be deemed to be in conflict with any such laws, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law.

ARTICLE 6

Management Responsibility

The listing of the following specific rights of management in this ARTICLE is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the EMPLOYER not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the EMPLOYER except as they may be shared with the UNION by specific provisions of this Agreement.

(a) Among such management responsibilities as are vested exclusively in the EMPLOYER are the following rights: to hire, promote, transfer, assign and retain employees in positions within the Department; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve and remove employees from duty or their position because of lack of work, unsatisfactory performance or other legitimate reasons; to determine the method, means and personnel by which all operations are to be conducted; and to take whatever action may be necessary in situations of emergency.

(b) The EMPLOYER shall have the freedom of action to discharge its responsibility for the successful operation of the Town, including the scheduling of operations, the methods and materials used in carrying out its functions and the extent to which its own or other facilities and/or personnel shall be used.

Management is encouraged to discuss with the Supervisory Employees of the Department of Public Works systems, procedures and personnel or policy changes which it plans to initiate or implement in order to coordinate approach and share opinions and ideas.

ARTICLE 7

Union Responsibility

The UNION shall have the right and obligation to represent the employees; to present its views to the EMPLOYER on matters of concern either orally or in writing; to consult and be consulted with respect to the formulation, development and implementation of matters and practices which are within the discretion of the EMPLOYER except as limited to ARTICLE 5 of this Agreement, and to engage in collective negotiations with the EMPLOYER with the object of reaching an Agreement applicable to the employees of such department.

(a) The UNION shall be given the opportunity to be represented at discussions between the EMPLOYER and the employees concerning grievances subject to ARTICLE 16 of this

Agreement, personnel policies and practices subject to Article 30, 31 of the Town Bylaws and amendments thereto, or other matters affecting general working conditions of the employees in the appropriate unit.

(b) The UNION acting as sole and exclusive representative of the employees shall be entitled to act for and negotiate collective bargaining agreements covering all employees in such Unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to UNION membership.

(c) Representatives of the UNION shall be permitted to enter the premises of the Department of Public Works at reasonable hours, when necessary to investigate existing grievances, after obtaining approval of the Department Head or their designated representative. The UNION agrees that care will be exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

(d) The UNION shall provide a written list of the Chapter officers and other representatives to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER of any change in any such list during the term hereof. There shall be no requirement on the part of the EMPLOYER to recognize any such officers until such time as the official list has been delivered to the EMPLOYER.

ARTICLE 8

Hours of Work

(a) This Article defines the normal hours of work and shall not be construed as a guarantee of work per day or per week. The EMPLOYER retains the right throughout the term of this Agreement to reschedule actual hours of work. The payroll week shall consist of any seven (7) consecutive days used by the EMPLOYER for payroll purposes. Should a major change be contemplated with respect to scheduled hours of employment during the term of this Agreement, other than one to meet normal operating requirements, the employer shall give thirty (30) days advanced notice of the effective date of such change. During such thirty (30) day period the UNION, on behalf of the employees involved, shall have the opportunity to discuss such proposed change.

The regularly scheduled work week for normal hours of work shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except that the EMPLOYER may, in its discretion, assign employees regularly to work fewer hours. Employees shall work those hours necessary to provide effective supervision of their subordinates over their full tour of duty.

Subject to the mutual agreement of the Department and the employee, employees may request or be assigned to an alternative work schedule consisting of any combination of hours and days resulting in an average of forty (40) hours of work per week, such as four (4) ten-hour days in one week or eighty (80) hours over nine days within two weeks.

(b) It is recognized that the assignment of overtime is the function of the EMPLOYER in keeping with its responsibility for meeting its obligations to the citizens of the community. Subject

to the requirements of the Department of Public Works and the Municipal Light Plant for overtime work, overtime will be assigned to qualified, dependable employees in accordance with their skills and familiarity with the work as determined by the EMPLOYER.

(c) Employees who are required and/or authorized to remain and extend their regular workday or their regularly scheduled work week or called back to work having completed a workday or on a non-workday, as defined in section (a) above, shall be paid at an overtime rate of one and one-half times the employee's regular hourly rate of pay. The rate of pay for overtime worked on Sundays, Thanksgiving Day, Christmas Day and New Year's Day shall be paid at two times the employee's hourly rate of pay. Employees required to work in excess of eight (8) consecutive hours of overtime shall be compensated at the rate of double-time for all hours up to the commencement of their next work day.

(d) Employees who are called back to work after having completed a workday or who are called in or authorized to work on a scheduled day off, shall be paid at their overtime rate of pay for four (4) hours or actual time worked, whichever is greater.

(e) Employees may elect to receive overtime pay or comp time for each hour of overtime worked in a shift that results in more than four (4) hours of overtime. Any employee is eligible for comp time only for time actually worked and not minimum hours paid. No more than forty-eight (48) hours of comp may be earned and used each fiscal year. After working an overtime shift of more than four (4) hours, an employee may choose to receive overtime pay or comp time for any portion of the shift with a minimum increment of one (1) hours. A comp time request form must be submitted to a supervisor before the beginning of the next shift to declare if time is to be paid as overtime or comp time. Comp time requests shall be used in one (1) hour increments. (One hour of 1.5 overtime worked = 1.5 hours of comp time earned and one hour of 2.0 overtime worked = 2.0 hours of comp time earned). However, use of comp time shall be limited to the beginning or the end of the workday and subject to supervisor approval as with other time off. If no comp time request form is submitted, all overtime worked will be paid as overtime. All comp time must be used by the end of the fiscal year it is earned in. Any comp time not used by June 1st of each year will be paid out in the second week of June unless the employee makes prior arrangements approved by their Supervisor to use remaining comp time before the end of the fiscal year.

(f) No member of the Supervisory Unit shall be penalized for failing to report to work during an emergency when prevented by legitimate circumstances.

ARTICLE 9

Benefits

(a) Group Health, Accident and Life Insurance

At the Annual Town Election of March 1, 1965, the Town of Wellesley voted to accept the provisions of Chapter 32B of the General Laws. The Select Board (the appropriate authority) administers the plan for group life insurance, group accidental death and dismemberment insurance, and group general or blanket hospital, surgical and medical insurance for eligible persons in the service of the Town of Wellesley. The Town of Wellesley contributes fifty per cent (50%) of the premium for group indemnity insurance coverage selected under the provision of

Chapter 32B of the General Laws of the Commonwealth of Massachusetts, and contributes percentages of the premiums for health maintenance organizations as required by law.

(b) Payment Due to Absence on Account of Illness

1. Regularly employed full-time employees covered by this Agreement shall be credited with paid sick leave at the rate of one and a quarter (1.25) days for each calendar month of service. Sick leave credits shall begin as of the first day of the month in which the employee begins his/her employment with the town. Sick leave will be credited on the first day of the month following the month in which it is earned. Unused sick leave shall accumulate from year to year.

2. In the event of bona fide personal and non-service connected sickness or injury (for which no compensation is received under Workers' Compensation), all employees shall be eligible for time with pay in an amount appropriate to the circumstances of each individual case, in order that their income may be maintained during such period of bona fide incapacitation, on the following basis:

3. After completion of one full year of service, regularly employed full-time employees covered by this Agreement shall be eligible for fifteen (15) sick days per calendar year, the unused portion of which may be carried forward and accumulated to a maximum of one hundred and fifty (150) days. As a one-time credit, employees of the Town as of July 1, 2023 shall be credited with additional sick leave at the rate of eight (8) hours for each year of full-time continuous service with the Town.

The Director, or their designee, shall determine, and grant, what they consider to be the appropriate and reasonable allowance for the following period of continuous service:

<u>Service Period</u>	<u>Allowance</u>
Less than 3 months	Up to 5 days
3 to 6 months	Up to 10 days
6 to 12 months	Up to 15 days
1 year or more	Up to 30 days*

*Per fiscal year

*Sick leave shall be credited and charged on the basis of hours.

4. In the case of exceptional circumstances, additional allowances may be granted on the recommendation of the Director, or their designee, and approval by the Human Resources Board. In determining whether such extended allowances shall be granted, the past absence of the employee, the length of continuous service with the Town and the quality of the employee's performance and record shall be taken into account. However, employees absent due to workers' compensation or a leave of absence for more than six months may not be granted additional allowances. Consideration shall also be given as to what portion of the allowance shall appropriately be at full pay and what portion at part pay. Vacation period shall not be substituted for sick leave except in unusual circumstances and with the prior approval of the Human Resources

Board. Sick leave will be coordinated with any benefits received under the Town's long-term disability insurance program. Employees may not receive a combination of sick leave and long-term disability benefits for the same period of time that exceeds their regular compensation. If an employee receives both sick leave pay and long term disability benefits for the same period of time, they will reimburse the Town for the sick leave pay.

5. Employees shall notify the Director, or their designee, on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated and when they expect to return to work.

6. The Director, or their designee, shall be responsible to check on all such absences not later than the second day. If a doctor has been called by the employee, the Director, or their designee, shall also check with the doctor. A doctor's certificate shall be required after the seventh day. If deemed in the interests of the Town, the Director and/or the Human Resources Board shall have an independent doctor make an examination and report.

This program shall be administered by the Human Resources Board, who shall interpret the provisions of the program, and establish the details of administrative policies and procedures. The Director and employees shall furnish to the Human Resources Board any information which the Board may request.

(c) Workers' Compensation

In the event an employee is incapacitated as the result of bona fide injury or sickness arising out of and in connection with service to the Town and for which Workers' Compensation is payable, the employee shall be granted the difference between Workers' Compensation payments and their regular straight time rate of pay on the same basis and procedures as set forth under the subsection (b), "Payment Due to Absence on Account of Illness," above.

(d) Personal Leave

Personal Days – Employees shall be granted two (2) regular work days per fiscal year without loss of pay for the conduct of personal business. Such time off shall be granted at the discretion of the Department Head and according to the following schedule for new employees:

Hired Between:	Personal Days Allowed:
July 1 and December 31	2 days
January 1 and March 31	1 day
April 1 and June 30	0 days

Up to four (4) personal business leave days that are earned but not used in the fiscal year may be carried forward from year to year. Such days may accumulate to a maximum of ten (10) days. Employees are expected to give as much advance notice as possible of intended use of personal

business leave, but in no event less than the notice given by practice or procedure for use of sick leave.

In addition employees shall receive two (2) personal day each fiscal year in recognition of winter service.

(e) Vacations

1. The following annual vacations with pay shall be granted to all employees, except those absent for six months or more due to a leave of absence or workers' compensation, who are on the payroll July 1, and who complete the following periods of full-time continuous employment during the vacation year:

<u>Service Period</u>	<u>Vacation</u>
a. six months	one week
b. one year	two weeks
c. five years	three weeks
d. ten years	four weeks
e. twenty years	five weeks

In no case shall an employee take their vacation until they have been on the payroll six months. In the year in which an employee is first eligible for a two-week vacation, the additional week shall not be granted until such employee has completed the full term of service requirement.

Full time eligible employees newly hired on or after July 1, 1995 will receive one week of vacation after completing six months of service. Thereafter, they will accrue vacation at a rate of 10/12ths of a day per month (based on two weeks per year) through the June 30th following their first anniversary. Said employee's second week of vacation will be credited on their 1st anniversary date.

On July 1st following said employees first year anniversary, the employee will begin receiving an annual vacation crediting as listed above. Vacation time shall be credited and charged on the basis of hours.

2. Vacation shall be granted by the Director, or their designee, at such time, as, in their opinion, will cause the least interference with the performance of the regular work of the Department, but taking into account the preference of the individual employee. Vacations must be taken in the 12 months following the July 1 on which they are earned and shall not accumulate from vacation year to vacation year. Salaries shall not be paid in lieu of vacations except to those employees entitled to five (5) weeks of vacation allowance who, upon request, may be paid up to five (5) days of said vacation allowance in lieu of time off, or except in extreme emergency and with the prior approval of the Human Resources Board. If a holiday falls within the vacation period of an employee, they shall be granted an additional day of vacation.

3. All vacation allowance entitlements will be paid to an employee if employment ends

for any reason. Upon the death of an employee entitled to vacation allowance, the allowance shall be paid to the person or persons to whom unpaid salary is payable.

4. If a former employee of the Town returns to the service of the Town and completes at least five years of continuous full-time service following such return, the amount of continuous service immediately preceding the interruption of their work for the Town shall be added to the five or more years of current full-time service to give total service for computation of vacation. Service in the Armed Forces shall not be considered an interruption of work for the purpose of computing total service credit.

(f) Holidays with Pay.

1. All employees shall receive time off without loss of pay on the following state legal holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In the event such holidays fall on Sunday, they shall be deemed to occur on Monday; and if they fall on Saturday, they shall be deemed to occur on Friday. Such employees shall receive time off without loss of pay for one-half day on the last working day immediately preceding Christmas Day and New Year's Day. In the event that Town business does not permit granting any or all half days on the last working day preceding these holidays, the one-half day off shall be granted within a three-month period at the discretion of the department head and subject to the needs of Town business.

(g) Funeral Leave

1. In the event of death in the immediate family of an employee, they shall be granted, at the discretion of the Division Head, leave without loss of pay for up to three (3) workdays. "Immediate family" is defined as spouse, mother, father, sister, brother, son, daughter, grandchild, mother-in-law, and father-in-law.

2. Funeral leave may be granted on the recommendation of the Director, or their designee, and with the approval of the Human Resources Board when an employee has had a family-like relationship with the deceased person even though the deceased person may not be a member of the "immediate family".

(h) Jury Duty Pay

Employees shall be paid the difference between their regular week's pay and the compensation they receive for jury duty, provided they report for work on each regularly scheduled working day when excused from such duty. A certificate setting forth the amount received by the employee for jury duty shall be required prior to such payment. Employees shall be paid only for hours worked if such certificate is not delivered to the EMPLOYER.

(i) Deferred Compensation

Employees are eligible to participate in the Town of Wellesley's Deferred Compensation Plan.

(j) Work Boots

In lieu of reimbursement for the purchase of work boots, DPW employees shall receive an additional \$0.11 per hour to be added to the hourly rate of pay; provided, however, that any general

wage increase in FY 16 and thereafter shall be applied only to the base wage amount, and the hourly amount for work boots will be added after that calculation has been made.

(k) Physical Examinations

The Town shall pay for Department of Transportation physicals required to maintain a commercial driver's license. In order to qualify for this benefit, the employee must use the Town's selected medical vendor.

(l) Compensatory Time Provision

For any overtime shift of more than four (4) hours, employees may elect to receive compensatory time for each hour of overtime worked. Up to forty (40) hours of overtime worked are eligible for compensatory time election. Up to sixty (60) hours of compensatory time may be earned and used through the end of the fiscal year. All compensatory time must be used by the end of the fiscal year (June 30). Any compensatory time not used by June 1 will be paid out on the following week unless the employee makes prior arrangements to use remaining compensatory time before the end of the fiscal year.

ARTICLE 10

Meal Allowance

ARTICLE 11

Tuition Refund

Employees shall be entitled to reimbursements for up to 100% of the cost of tuition and fees not to exceed \$300.00 per employee per term upon completion of a course of instruction with a certificate grade taken at an educational institution accredited by the New England Association of Colleges and Secondary Schools. To be eligible for reimbursement, prior approval of the Director and the Human Resources Director must be obtained and the course work must be directly related to the employee's current duties and responsibilities or prepare the employee for a position of greater responsibility in the Town which the employee could reasonably be expected to achieve. All reimbursements shall be at the discretion of the Director.

ARTICLE 12

Leaves of Absence

(A) Employees unable to report for work because of military duty (see Article 15); maternity; serious personal health; serious illness of a spouse, child or parent; or for compelling personal reasons, or those who wish to attend school shall submit an application for a Leave of Absence on the form provided by the Human Resources Department. The application must specify dates and time for which leave is requested and set forth the reasons in detail. Whenever possible, application must be submitted at least thirty (30) days in advance of the intended leave. In the case of military, health and education leaves, supporting documents shall be required.

(B) Leaves of absence may be granted as follows:

1) for extended active military service in accordance with appropriate statutes.

2) for 17 calendar days per year for Reserve or National Guard duty for training.

3) for up to a total of twelve (12) weeks in a twelve-month period for paragraphs a, b, or c, or combinations of a, b, or c, (listed below):

a) birth or adoption of a child as set forth in applicable law (NOTE: when the employee herself is incapacitated for medical reasons due to pregnancy, it shall be treated as any other physical incapacity for which extensions may be granted on the recommendation of the attending physician)

b) serious personal illness rendering an employee incapable of performing the essential functions of the job.

c) serious illness of a spouse, child or parent as specified in the Federal Family Medical Leave Act (FMLA).

4) for up to thirty (30) days in a twelve-month period for compelling personal reasons.

(C) The twelve-month cycle referred to in 3(a), (b), (c) above will begin with the first actual day of the employee's leave.

(D) Employees who take leave under the FMLA for (a) own illness; (b) illness of family member; or (c) birth/adoption of child shall use available personal time and vacation time, to the extent it is available, before taking unpaid leave. Paid sick leave may be used for the employee's own serious illness in accordance with Article 9. For the care of a seriously ill child, spouse, or parent; or for the birth or adoption of a child an employee may use, in the order stated, personal leave, vacation leave, and up to five days of sick leave, as granted by the Director. Additional days under the FMLA may be unpaid. Employees may reserve up to five days of vacation leave, personal leave, or a combination of vacation and personal leave for use in that year and shall not be required to use this reserved time during a leave under the FMLA.

(E) Employees granted leaves of absence in accordance with this policy may remain in the Town of Wellesley Group Health Insurance Plan, provided arrangements are made with the Treasurer of the Town of Wellesley for the payment of the employee portion of the current monthly premium for the duration of the leave of absence. Employees who fail to make a monthly payment in a timely manner for the employee contribution portion of the premium will be notified and automatically dropped from the plan once they become thirty (30) days in arrears.

(F) Failure to return to work on or before the expiration date of a leave of absence shall constitute a voluntary termination of employment. Acceptance of employment of any kind for pay while on leave of absence (other than military) shall be considered to be a voluntary resignation on the part of the employee. The Department Director and the Director of Human Resources are

Town of Wellesley
and
AFSCME Council 93 Local 335 Supervisors Unit

This Tentative Agreement is entered into by and between the Town of Wellesley ("Town") and AFSCME Council 93 Local 335 ("Union") pursuant to M.G.L. c. 150E as a successor agreement to the current collective bargaining agreement expiring June 30, 2023. This is a Tentative Agreement and will not become final or binding until ratification by the Union, Selectmen of the Town of Wellesley, and Wellesley Town Meeting. The Town and the Union agree to execute a complete collective bargaining agreement for the period of July 1, 2023 through June 30, 2026 upon approval of this Tentative Agreement.

1. Duration: The Agreement shall be in effect from July 1, 2023 through June 30, 2026
2. Article 23, Appendix B – Increase Base Rates 5.0% / 3.0% / 1.0%
3. Article 9 (f) – Add Juneteenth to the list of Holidays
4. Article 8 (c) – Double Time after 8 hours OT
 - a. Add "Employees required to work in excess of 8 consecutive hours of overtime, shall be compensated at the rate of double-time for all hours up to the commencement of their next work day."
5. Article 14 (e) Longevity

	Years of Service	Annual Amount	Hourly Amount
a.	10-14	\$1,110	\$0.53
b.	15-19	\$1,350	\$0.65
c.	20-24	\$1,500	\$0.72
d.	25-29	\$1,650	\$0.79
e.	30-34	\$1,900	\$0.91
f.	35+	\$1,950	\$0.94
6. Appendix B – Effective July 1, 2025, add a new Step 10 at 4% over Step 9 to be paid upon the anniversary date of employees with 10 years or more of continuous full-time service in the Town.
7. Article 14 (a) Remove RDF Stipend
 - a. Add "employed by the Town as of 7/1/2023" to "Employees of the Recycling and Disposal Facility shall receive, in addition to the rates of pay set forth in Appendix "B", an additional \$0.20 per hour"
8. Article 9 (j) – Work Boots - Increase to \$0.11 (\$300 total value)
9. Article 9 (d) – Personal time
 - a. Additional winter day
 - i. Replace: "In addition employees shall receive one (1) personal days each fiscal year.
 - ii. With: "In addition employees shall receive two (2) personal days each fiscal year."
 - b. Replace Article 9 Section (d)
 - i. With: "Personal Days - Employees shall be granted two (2) regular work days per fiscal year without loss of pay for the conduct of personal business. Such time off shall be

granted at the discretion of the Department Head and according to the following schedule for new employees:

Hired Between	Personal Days Allowed
July 1 and December 31	2 days
January 1 and March 31	1 day
April 1 and June 30	0 days

10. Sick Time – to align with Town policy

- a. Article 9 (b) – Add to beginning: “Regularly employed full-time employees covered by this Agreement shall be credited with paid sick leave at the rate of one and a quarter (1.25) days for each calendar month of service. Sick leave credit shall begin as of the first day of the month in which the employee begins his/her employment with the town. Sick leave will be credited on the first day of the month following the month in which it is earned. Unused sick leave shall accumulate from year to year.
- b. after completion of one full year of service, be eligible for fifteen (15) sick days per calendar year, the unused portion of which may be carried forward and accumulated to a maximum of one hundred and fifty (150) days.
- c. Employees of the Town as of 7/1/2023 shall be credited with additional sick leave at the rate of 8 hours for each year of full-time continuous service with the Town.

11. Article 8 (a) Hours of Work

- a. Remove: The regular workday for normal hours of work shall be the twenty-four (24) hour period beginning with the employee's scheduled daily starting time.

Administrative Proposals:

1. Article 9 - Compensatory Time Provision

1. Add Section - (l) for any overtime shift of more than four (4) hours, employees may elect to receive compensatory time for each hour of overtime worked. Up to forty (40) hours of overtime worked are eligible for comp time election. Up to sixty (60) hours of comp time may be earned and used through the end of the fiscal year.

All comp time must be used by the end of the fiscal year (June 30). Any comp time not used by June 1, will be paid out on the following week unless the employee makes prior arrangements to use remaining comp time before the end of the fiscal year.

2. Article 8 Alternate Work Schedules

- a. Add to section (a): Subject to the mutual agreement of the Department and the employee, employees may request or be assigned to an alternative work schedule consisting of any combination of hours and days resulting in an average of 40 hours of work per week, such as (4) ten-hour days in one week or eighty hours over nine days within two weeks.

3. Remove Gender-specific pronouns:

4. Side Letter - For the purposes of interpreting all relevant sections of this contract, Fleet Maintenance Supervisor Brian Zabchuk will be considered to have ten (10) years of continuous full time employment with the Town.

Timothy B. Smith
For the Union

7/19/23
Date

Meghan C. Jap
For the Town

July 18, 2023
Date

responsible for uniform and impartial administration of this policy and procedure.

ARTICLE 13

Military Leave

An employee who is absent for an ordered tour of military training duty with any organized Reserve or National Guard unit will be paid their regular rate of forty (40) hours and their certified military pay for each week of such absence, as provided in the General Laws, Chapter 33, Section 59, of the Commonwealth.

ARTICLE 14

Compensation

(a) As of July 1, 2020 an additional step, Step 9, shall be added to Job Group S55. Employees in Job Group S55, Step 8 as of July 1, 2020 shall be moved to Job Group S55, Step 9 and establish a new anniversary date of July 1st. All other employees in Job Group S55 shall maintain their step as of July 1, 2020 with no change in their anniversary date. Employees in Job Group S54, Step 9 shall be moved to Job Group S55, Step 8 and establish a new anniversary date of July 1st. All other employees in Job Group S54 shall be moved to Job Group S55 and maintain their step as of July 1, 2020 with no change in their anniversary date. Job Group S54 shall be eliminated. Classifications and rates of pay shall be increased by 1.75% on July 1, 2022 as set forth in Appendix "B" attached hereto and made a part hereof. Employees of the Recycling and Disposal Facility employed by the Town as of July 1, 2023, shall receive, in addition to the rates of pay set forth in Appendix "B", an additional \$0.20 per hour.

(b) A new employee may be hired at any step in the rate schedule. A current employee may be transferred to a position within the unit at any group and step and shall be entitled to a minimum increase equal to five (5) percent of their current base rate. The first six (6) months of employment in the bargaining unit shall be considered a probationary period. Employees will be paid via direct deposit to a financial institution of their choice and will receive the detail of their weekly remittance by secure e-mail.

(c) Employees with continuous full-time service with the Town who have a satisfactory performance record shall be eligible for a step-rate increase each year (the year to be counted from the date of the last increase), until the maximum for their job is reached. Employees whose performance is considered exceptional, under prevailing circumstances, may be granted an additional step increase if supported by the performance record as approved by the department head.

(d) Employees transferred to a lower rated position shall enter at their own rate or at the maximum rate of the position whichever is lower.

(e) Employees who on June 30 of each year have completed the following years of continuous full-time service with the Town of Wellesley shall be paid an hourly increment to base pay

according to the following table:

Years of Service	Annual Amount	Hourly Amount
10-14	\$1110	\$0.53
15-19	\$1350	\$0.65
20-25	\$1500	\$0.72
25-29	\$1650	\$0.79
30-34	\$1900	\$0.91
35+	\$1950	\$0.94

Any general wage increase shall be applied only to the base wage amount, and the hourly amount for long service will be added after that calculation has been made.

(f) Before hiring an employee to fill a permanent vacancy in positions classified in the unit or in Job Group 50 or above the Notice of Vacancy or advertisement will be forwarded to the UNION. Employees wishing to be considered as applicants for the vacancies must apply in writing to the Human Resources Office within five (5) working days of the date of notice or advertisement.

ARTICLE 15

Settlement of Grievances

(a) A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of their employment or working conditions arising out of the terms and conditions of this Agreement, which have not been resolved to the employee's satisfaction through informal discussion with their immediate superior. In the event the employee is unable to present such grievance, it may be presented by their UNION representative. Such grievances may relate to the interpretation or application of, or compliance with, any of the provisions of said Agreement. Grievances of the employees shall be advanced to the EMPLOYER by the UNION.

(b) The EMPLOYER and the UNION expect employees and supervisors to make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

1. The employee's grievance must contain, in writing, the following information:

- a. a statement of the grievance which cites that part of the Agreement which has been violated;
- b. a statement of remedial action or relief sought;
- c. evidence (documentary, if available) to support the grievance;
- d. a statement of reasons why the aggrieved believes the remedy should be granted.

2. The employee or their UNION representative must notify their supervisor within five (5) working days after the occurrence of the matter which gave rise to the grievance. The supervisor will meet with aggrieved employee and their UNION representative and must make their decision within five (5) working days after receipt of all pertinent data, unless it is mutually agreed by the participants that additional time will be allowed.

3. Should the grievance remain unsettled, it must be presented to the Director within five (5) working days after the decision of the supervisor, otherwise the matter will be considered as resolved. The Director will meet with the UNION (Grievant, Steward and UNION official) and must make their decision within five (5) working days after the receipt of all pertinent data, unless it is mutually agreed by the participants that additional time to answer be allowed.

4. Should the grievance remain unsettled, a meeting with the Human Resources Board may be requested within ten (10) working days after the decision of the Director, otherwise the matter will be considered to be resolved. The Human Resources Board and/or its authorized representative will meet with the UNION (Grievant, Steward, UNION official, and Council #93 representative) within fourteen (14) working days after the presentation of the grievance for further discussion thereof in an attempt to dispose of such grievance.

5. The Human Resources Board shall render its decision within fifteen (15) working days of the aforementioned meeting. Within ten (10) working days of receipt of the decision of the Human Resources Board, the UNION may request arbitration of such grievance.

(c) Arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association. The decision of the arbitrator shall be rendered within fifteen (15) days of the completion of the arbitration hearings, but such period may be extended by mutual agreement of the parties hereto. The award of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the right to add to, detract from, or in any way alter the provisions of this Agreement. Furthermore, the arbitration award shall be one such as is permitted by law and the regulations and policies of the Commonwealth of Massachusetts applicable to the EMPLOYER and the employees and the UNION.

(d) The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

(e) No employee shall have the right to require arbitration, that right being reserved to the EMPLOYER and the UNION.

(f) The EMPLOYER will make available, upon request, such records which the parties agree are pertinent to the arbitration and are not, in the opinion of the EMPLOYER, of a confidential nature each party shall bear the expense of preparing and presenting its own case. The costs of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

ARTICLE 16
Posting of Notices

If the UNION desires to post notices in the Department, such notice shall be first submitted to the Director for their review. No change shall be made in such notice thereafter. A bulletin board will be provided by the EMPLOYER and placed in a conspicuous position near the location where employees enter or leave the premises, for the publication of notices and no notice shall be posted except on such board. No denunciatory or inflammatory written material shall be posted on such bulletin board.

ARTICLE 17
GPS/AVL Use

Permanent AVL/GPS (automatic vehicle locator / global positioning system) may be installed and operated, at the Town's discretion, in all vehicles and all pieces of equipment operated by employees covered by this bargaining unit. The Town and the Union acknowledge that the primary goals of the Town's use of AVL/GPS and technology monitoring systems in Town vehicles are to maximize services to the public, improve efficiency, reduce vehicle downtime and that these systems may be used for a variety of other operations-related purposes. The Town shall not randomly review information available through the AVL/GPS system in order to utilize it for disciplinary purposes unless the AVL/GPS information has been prompted by a qualifying event; for example, a Town employee's visual observation of an alleged misconduct, a resident complaint or an unusual event or pattern of activity. In the event that the Town uses AVL/GPS information in support of disciplinary actions, that information will be made available to the Union upon request.

ARTICLE 18
Legislation

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, federal or state, Town Bylaw, or Civil Service regulation, or should any provision of this Agreement be found to be in violation of any federal or state law, Town Bylaw, or Civil Service regulation by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

ARTICLE 19
Effect of Agreement

(a) This instrument constitutes the entire Agreement of the EMPLOYER and the UNION arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

(b) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matters 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.

(c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(e) Where this Agreement requires the appropriation of funds on the part of the EMPLOYER to affect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

ARTICLE 20 Duration and Renewal

This Agreement shall become effective July 1, 2023, except as provided herein, and shall continue in full force and effect until June 30, 2026. Negotiations for a successor agreement shall begin no later than thirty (30) days, but in no event earlier than September 30, 2025 after written notice by either party of its desire to commence negotiations for a successor Agreement. The Town and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor agreement.

ARTICLE 21 Agency Fee

Any employee holding a position covered under this agreement shall be subject to an agency service fee requirement. Any agency service fee may be deducted from the salaries of employees from whom it is due pursuant to the same procedure that is set forth in Article 4 of this agreement. The sole method available for the collection of delinquent agency service fees shall be by civil litigation that shall be the sole responsibility of the Union. No employee may be discharged or disciplined for failure to pay an agency service fee. The Union shall indemnify the Town for any liability as a result of having entered into or administering this agency service fee agreement.

IN WITNESS THEREOF, the EMPLOYER has caused this instrument to be duly executed by its authorized designees and the Union acting on behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized this 24th day of September, 2024.

SUPERVISORY EMPLOYEES
CHAPTER, LOCAL 335, AFSCME
COUNCIL 93, AFL-CIO

SELECT BOARD

Timothy B. King

Robert E. Anne
Chairperson

Margie R. Freeman

Thomas H. Langsdon

Robert J. L. Woods

Liam M. O'Leary

BOARD OF PUBLIC WORKS

John P. Winkler
Chairperson

APPENDIX A

Authorization for Payroll Deduction

BY: _____

TO: _____

Effective _____, I hereby request and
authorize you to deduct from my earnings each _____
(payroll period) the amount of \$_____.

This amount shall be paid to the Treasurer of Local Union 335 and represents payment of
my Union dues.

These deductions may be terminated by me by giving you a sixty (60) days' written
notice in advance or upon termination of my employment.

(Employee's signature)

(Employee's address)

Appendix "B"
Classification and Rates of Pay
Effective July 1, 2023

DPW

Job Group	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
S55	Fleet Maintenance Supervisor, General Foreman, Supervisor, RDF	33.48	34.81	36.13	37.40	38.92	40.43	42.28	43.97	45.74

Effective July 1, 2024

DPW

Job Group	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
S55	Fleet Maintenance Supervisor, General Foreman, Supervisor, RDF	34.48	35.85	37.21	38.52	40.09	41.64	43.55	45.29	47.11

Effective July 1, 2025

DPW

Job Group	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10 10 Years
S55	Fleet Maintenance Supervisor, General Foreman, Supervisor, RDF	34.82	36.21	37.58	38.91	40.49	42.06	43.99	45.74	47.58	49.48

APPENDIX “C”

Health Reimbursement Arrangement (HRA)

Employees will be offered a Town-funded health reimbursement arrangement (HRA) for calendar years 2017, 2018 and 2019.

An HRA is an account funded by an employer to reimburse participating employees for out-of-pocket medical expenses on a tax-free basis. Similar to a flexible spending account (which is funded by the participating employee), amounts to be credited to the account are set by plan year. When an employee incurs an out-of-pocket medical expense that is covered by the plan, he or she submits a receipt with a claim form to the plan administrator for reimbursement. Although the expense must be incurred during the plan year, there's a period of time after the end of the year in which to file a claim. Because this kind of account is authorized by the Internal Revenue Code, the employee does not pay taxes on the reimbursement.

For each calendar (plan) year 2015, 2016 and 2017, a family plan subscriber's account will be credited with \$1,000; an individual plan subscriber's account will be credited with \$400.

Eligible expenses for reimbursement will be co-pays according to the following schedule:

Office visit – primary care	No reimbursement
Office visit – specialist care	\$20
Emergency room (not admitted)	\$25
In-patient	\$150
Same-day surgery	\$75
Diagnostic imaging	\$50
Prescription drug – retail	\$10 for each prescription \geq \$25
Prescription drug – mail order	\$20 for each prescription

HRA funds must be expended before employee's flexible spending account (FSA) for eligible expenses. The Town will pay the administrative fee for the HRAs.

Any unexpended funds in an employee's account at the end of the plan year (calendar year) will revert to the Town.

Claims incurred during a given plan year may be submitted for reimbursement through January 31 of the following calendar year. Terminated employees will retain access to their HRA through the last day of health insurance coverage.

The full amount of annual reimbursement will be available to employees at the beginning of the plan year.

Participating employees must provide direct deposit information to facilitate reimbursement.

Participating employees will be eligible for reimbursement after exhausting the \$1,000 HRA for family subscribers or \$400 for individual subscribers through a \$50,000 pool established annually on a calendar year basis through 2014 by the Town for such excess claims by all participating employees in the rate-saver plans in all departments. Reimbursement will be made in full to the extent that the aggregate of all excess reimbursement claims does not exceed \$50,000; and on a pro-rated basis if the aggregate amount of all reimbursement claims exceeds \$50,000.