

COLLECTIVE BARGAINING  
AGREEMENT

between the

TOWN OF WELLESLEY

and

LOCAL 335

PRODUCTION UNIT

AMERICAN FEDERATION OF STATE,  
COUNTY AND  
MUNICIPAL EMPLOYEES

July 1, 2023 - June 30, 2026

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AGREEMENT entered into 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, LOCAL 335, hereinafter referred to collectively as the "UNION".

## ARTICLE 1

### Definitions

Where the words are used in the 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 appropriate affiliate Local 335 to aid in the carrying out of the duties and responsibilities set forth in this Agreement. "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 employees of the Department of Public Works 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 Relation Commission in Case No. MCR 48 of said Commission. "Union Representatives" as used in this Agreement shall mean the Union Designee. 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 employees of the EMPLOYER covered by this Agreement in the Department of Public Works in Job Groups and Classifications as set forth in Appendix B, attached hereto and a part hereof, or in such job classifications appropriate to the Bargaining Unit as have been established in said Department since the date of this issuance of said Certification, or may be established during the term of the Agreement. Excluded from such Bargaining Unit are the following positions in said Department: elected and appointed officials, executive officers, Superintendents, Assistant Superintendents, Town Engineer, Executive Assistant, Executive Secretary, Senior Engineer, Construction Engineer, Engineer A, General Foreman, Coordinator, Master Mechanic, Secretaries, Clerks, Signal Alarm Foreman, Line Foremen and Watchmen whose duties include attending to the safety of individuals and property on the premises of said Department of Public Works.

(b) Supervisors excluded from membership in said Bargaining Unit shall not, except in emergencies, perform work that employees subject to this Agreement are required to perform; such supervisors will continue to perform work incidental to their job requirements such as, but not limited

to, the instruction of employees and work of an experimental nature. However, it is not intended to change established customs and practices in the cases of supervisors who have ordinarily performed work in addition to such incidental work.

(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, sex, age, physical or mental incapacities or National origin or any other legally protected class.

(d) 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.

### ARTICLE 3 Membership in the Union

(a) 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.

(b) The UNION shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

### 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 via ACH transfer to an account designated by the American Federation of State, County and Municipal Employees together with a list of the employees from whom such dues have been deducted to be transmitted via email. 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 including provisions of the Bylaws of the Town of Wellesley and particularly ARTICLES 30 and 31 of such Bylaws and amendments thereto. 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: the right to hire, promote, transfer, assign and retain employees in positions with the Department and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Department in situations of emergency.

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

## ARTICLE 7

### Employee Responsibility

(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 Collective Bargaining Law of the Commonwealth of Massachusetts. 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 representative.

## ARTICLE 8

### Union Responsibility

(a) The UNION shall have the right and obligation to represent the employees, members of the Department of Public Works; 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 by 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.

(b) The UNION shall be given the opportunity to be represented at discussions between the EMPLOYER and the employees concerning grievances subject to ARTICLE 24 of this Agreement, or other matters affecting general working conditions of the employees in the appropriate unit.

(c) The UNION acting as a sole and exclusive representative of the employees, members of such appropriate Bargaining Unit, 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.

(d) Representatives of the UNION shall be permitted to enter the premises of said Department at reasonable hours, when necessary to investigate existing grievances, after obtaining approval of the Department Head or his designated representative; such approval shall not be withheld unreasonably. 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.

(e) The UNION shall provide a written list of the Union Stewards 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 a maximum of five (5) Union Stewards for the Bargaining Unit, one for each Division of the Department. There shall be one (1) Alternate Steward who shall serve in the absence of the Steward and one (1) Chief Steward. There shall be no requirement on the part of the EMPLOYER to recognize any such Steward until such time as the official list has been delivered to the EMPLOYER.

## ARTICLE 9

### Hours of Work and Overtime

(a) This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. The regularly scheduled work week shall consist of five (5) consecutive eight (8) hour days and a paid (30) thirty-minute lunch break, Monday through Friday. The RDF shall have an unpaid lunch period of sixty (60) minutes. The payroll week shall consist of any seven (7) consecutive days used by the EMPLOYER for payroll purposes. The workday is the

twenty-four (24) hour period beginning with the employees' scheduled daily starting time. The day shall be changed from 7:00 A.M to 7:00 P.M. to midnight (12:00 A.M.) to midnight (12:00 A.M.) The hours of work comprising the regular workday shall be from 7:00 A.M. to 3:00 P.M. except for the RDF where the hours of work for a regular workday shall be 7:00 A.M. to 4:00 P.M.

(b) The EMPLOYER retains the right throughout the term of this Agreement to schedule hours of employment in accordance with the work requirements of the Department of Public Works. Pursuant thereto, the EMPLOYER may establish irregular work schedules such as exist in the instances of work presently being performed at the Recycling and Disposal Facility (RDF), as well as work schedules for other employees of the Department whose workday may not be within the period of 7:00 A.M. to 3:00 P.M.

Should a change be contemplated with respect to any scheduled hours of employment during the term of this Agreement, other than one to meet normal operating requirements, the EMPLOYER shall give the UNION thirty (30) days' advance notice of the effective date of such change. The thirty (30) days' advance notice period may be waived with mutual consent of the employee and the EMPLOYER. During such thirty (30) day period the UNION, on behalf of the employees involved, shall have the right to discuss such proposed change in schedules with the EMPLOYER at a time and place mutually convenient to the parties. If it is the contention of the UNION that the EMPLOYER in the exercise of its right to schedule hours of employment in the Department has acted in an arbitrary or capricious manner, such claim shall be subject to the grievance procedure set forth in ARTICLE 24 of this Collective Agreement.

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 four (4) ten-hour days in one week or eighty hours over nine days within two weeks.

(c) Wherever the word "overtime" is used in this Agreement it shall mean time during which an employee shall have been required to work in excess of eight (8) hours in the twenty-four (24) hour period commencing at the start of the employee's regular shift or in excess of forty (40) hours in any work week, whichever is greater but without duplication, subject to the provisions of said Human Resources Bylaw. For the purposes of computing "overtime" pay, all paid absences shall be counted as "time worked."

(d) It is recognized that the assignment of overtime work 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 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. Overtime assignments in cases of emergency shall be mandatory; the circumstances constituting an emergency shall be determined by the Superintendent of the Division. Overtime assignments in non-emergency situations shall be as follows: Employees may be required to perform a reasonable amount of such overtime; what is reasonable shall be determined by the Superintendent of the Division.

(e) To the extent practicable, overtime work may be distributed on an equitable basis among qualified employees who ordinarily perform such related work in the normal course of their work week. The time which an employee has been excused from overtime work shall be considered in determining whether, as to the employee, there has been an equitable division of overtime. The EMPLOYER shall keep records of overtime worked. Such records shall be made available to the UNION for examination during regular working hours. When in the case of extreme emergency, it is necessary to bring in personnel from other than the area which normally perform such related work, the personnel from other areas shall be released from their duty first when the workload lessens.

(f) Employees assigned to a regularly scheduled second or third shift shall be paid a premium of forty cents (\$.40) per hour for work on such shifts. Such employees working beyond the regularly scheduled hours of such shifts shall have the night shift included in the computation of such daily overtime as may be due for the work performed.

(g) RDF employees shall be granted an unpaid meal period of one (1) hour's duration. Employees in other divisions shall be granted a 30-minute paid meal period. Whenever possible the meal period shall be scheduled in the middle of the shift; the work schedule shall provide for a 15-minute rest period during each one-half work period; prior to the end of the work shift, employees shall be granted ten (10) minutes personal clean-up time.

(h) Employees required to work more than ten (10) consecutive time hours, not counting the normal mid-shift meal period; employees who are required to work on authorized overtime more than an additional five (5) hours beyond such ten (10) hour period; and employees who are required to work five (5) consecutive hours at times other than their regularly assigned shift hours; shall be allowed a paid meal period of thirty (30) minutes. The time of such paid meal period shall be determined by the EMPLOYER.

(i) Employees required to perform standby duty shall receive fifty dollars (\$50.00) per day (7:00 a.m. to 4:00 p.m.) when not scheduled to work on the day standby duty is required. Per night standby pay shall be fifty dollars (\$50.00) per night (4:00 p.m. to 7:00 a.m. the next day) for such standby duty in addition to any pay to which they would be entitled to under Section (j) hereof.

(j) When a Department of Public Works employee physically reports to work as a result of a call-in between 5 a.m. and 7 a.m. on a regularly scheduled workday, whether or not such employee was on standby, they will be entitled to a minimum of three (3) hours pay per call-in. When an employee physically reports to work on a regularly scheduled workday as a result of a call-in before 5 a.m., whether or not such employee was on standby, they will be entitled to a minimum of four (4) hours pay per call-in. The rate of pay for such call-in shall be one and one-half (1 ½) times their regular rate of pay, except if such call-in occurs between 7 a.m. on Sunday and 7 a.m. on Monday or, for employees on irregular schedules, the second day following the end of their scheduled work week, the rate of pay shall be two (2) times their regular rate of pay.

(k) Except in case of fire, flood, or similar circumstances beyond the control of the EMPLOYER or except for disciplinary reasons, in the event an employee reports to their place of work at their regularly scheduled time without having been previously notified not to report, the employee shall be paid for four (4) hours at the rate to which they would normally be entitled for their

assignment, unless they are assigned other work in the Department for the day which they are qualified to perform. Should an employee report for work on a regularly scheduled overtime day without having been previously notified not to report, they shall be paid two (2) hours at their overtime rate or assigned to other available work, which they are qualified to perform.

(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 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

### Holidays

(a) Employees covered by this Agreement shall receive time off without loss of pay on the following State legal holidays, provided the employees work the scheduled workday preceding the holiday and the scheduled workday following the holiday, unless absent for reasons for which they received pay.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	December 24 (1/2 day)
Juneteenth	Christmas Day
Independence Day	December 31 (1/2 day)

(b) Except in the case of the two (2) one half (1/2) day holidays of December 24 and December 31, when such holiday falls on Sunday they shall be deemed to fall on Monday, and when they fall on Saturday, they shall be deemed to occur on Friday.

When Christmas and New Year's Day fall on a Sunday or Monday, the one-half (1/2) day holiday of December 24 and 31 shall be deemed to fall on the Friday preceding the holidays and when they fall on Saturday, they will be deemed to fall on the Thursday preceding the holiday.

(c) Employees who are employed on a continuous work schedule of seven (7) consecutive days shall be granted time off without loss of pay on scheduled workdays in an amount equal to the number of holidays set forth in section (a) above to which employees on a regular work schedule are entitled.

(d) Employees required to work on a paid holiday shall be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in addition to their holiday pay, or at the employees' option and the Division Head's concurrence, the employee may elect another day as their

holiday requiring a minimum of 48 hours' prior notification. Such holiday time to be utilized within 60 days of the date of celebration.

## ARTICLE 11

### Vacations

(a) 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 1st as explained below and who complete the following periods of full-time continuous employment during the vacation year.

<u>Service Period</u>	<u>Vacation</u>
Six months	One week
One year	Two weeks
Three years	Three weeks
Ten years	Four weeks
Twenty years	Five Weeks

In no case shall an employee take their vacation until they have been on the payroll for six (6) months. In the year in which an employee is first eligible for a two (2) 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, 1993 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 first anniversary date. On July 1 following said employee's 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.

(b) Vacations shall be granted by the Department Head at such times 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 twelve (12) months following the July 1 on which they are earned and shall not accumulate from vacation year to vacation year, except for vacations granted to employees in their first year of employment. Such employees may carry any unused days of vacation credited in June into the following fiscal year with the approval of the Director. These carried-forward days must be used by the end of the fiscal year. Salaries shall not be paid in lieu of vacation 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 or when, in the judgment of the Director, it is necessary because of the operational needs of the Department to deny an employee's time-off request and the time cannot be rescheduled during the fiscal year. If a holiday falls within the vacation period of an employee, he shall be granted an additional day of vacation.

(c) If the employment of a person who has become entitled to an annual vacation but has not taken it, is terminated by dismissal or by resignation, they shall be paid for their vacation period. If the employment of such a person is terminated by death or retirement, they shall be paid for vacation benefits accrued at the rate of one twelfth (1/12) of their vacation benefit for each thirty (30) calendar days of service between July 1 and the date of termination. 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.

(d) If a former employee of the Town returns to the service of the Town and completes at least five (5) years of continuous full-time service following such return, the amount of continuous full-time service immediately preceding the interruption of their work for the Town shall be added to the five (5) or more years of current full-time service to give total service for computation of vacation; provided, however, that any adjustment to the computation of vacation, after the return to service, will be made from the date the employee has applied for crediting of such prior service forward, without retroactive adjustment or compensation. Service in the Armed Forces shall not be considered an interruption of work for the purpose of computing total service for vacation purposes.

(e) If an employee is out of work on July 1 due to non-work-related illness or injury, paid or unpaid, no vacation time shall be posted until the employee returns to work. If, when the employee returns to work, they have been absent for a period of time equal to 12 weeks or more, they shall be credited with a pro-rated amount of vacation time. The employee shall receive 1/12 of their full vacation allotment for each month remaining from the date of return to the end of the fiscal year. If the employee returns before the 15<sup>th</sup> of the month, that month will be included. If the employee returns on or after the 15<sup>th</sup> of the month, the computation shall start with the following month.

Such proration shall also apply to an employee who is working or on a vacation or personal day on July 1 but was out of work for a period of time equal to 12 weeks or more in the prior fiscal year.

## ARTICLE 12

### Sick Leave

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.

After completion of one full year of service, 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 8 hours for each year of full-time continuous service with the Town.

In the event of bona fide personal and non-service-connected sickness or injury (for which no compensation is received under Workers' Compensation), all regular full-time 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:

(a) The Department Head shall determine, and grant, what he considers 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

(b) In the case of exceptional circumstances, additional allowances may be granted on the recommendation of the Department Head and approval by the Human Resources Board. In determining whether such extended allowances shall be granted, the past absences 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. 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 may be substituted for sick leave with the prior approval of the Director.

However, employees absent for a year or more due to a leave of absence or workers' compensation case will not be eligible for additional allowances.

(c) Employees shall notify their Department Head 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.

(d) The Department Head 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 Department Head may also check with the doctor. The Town's standardized return to work form may be required after the fifth (5) day of absence within a fiscal year. If deemed in the interests of the Town, the Department Head and/or the Human Resources Board shall have an independent doctor make an examination and report.

(e) 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:

<b>Hired Between:</b>	<b>Personal Days Allowed:</b>
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) 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 shall give as much notice as possible, but in no event less than 24 hours, except in cases of emergency. Such notice shall be given by the employee to their Superintendent or the Superintendent's designee for this purpose.

In addition to the personal business leave days described above, each employee shall be granted two personal days per fiscal year in recognition of winter service. These days must be taken during the fiscal year in which it is granted.

Not more than the following number of employees within the division listed may take personal leave at the same time: (Said maximum numbers may be waived in any given case by the employees Superintendent or the Superintendent's designee for this purpose.)

<u>Division</u>	<u>Maximum Number</u>
Recycling and Disposal	1
Highway	4
Park and Tree	3
Water and Sewer	2
Management/Fleet	1

Employees who have five (5) business leave days accrued as of June 30 of each year shall have the right, at the employee's option, to buy back one of said five (5) days at the employee's regular rate of pay. Notice to buy back must be given by August 1 of the ensuing fiscal year and the Town shall pay for said day by September 1 of the ensuing fiscal year.

If the employment of a person who has earned personal time under this section, but has not taken it, is terminated through no fault or delinquency on their part; by resignation, written notice of which was received by the Department Head at least two (2) weeks prior thereto; by retirement; or by death, they shall be paid for their personal day(s). In exceptional cases where the employee resigns to take other employment, the two weeks notice requirement may be waived and personal day pay may be allowed by the Department Head with the approval of the Human Resources Board. Upon the death of an employee entitled to personal day(s), the allowance shall be paid to the person to whom unpaid salary is payable.

(f) Eligible employees may use up to three (3) sick days per year to attend to the illness of an immediate family member. An immediate family member shall be a parent, spouse or dependent as defined under the Family Medical Leave Act.

## ARTICLE 13 Jury Pay

The EMPLOYER agrees to make up the difference in an employee's wages between the employee's regular week's wages and compensation received for jury duty, provided the employee reports for work on each workday when they are excused from such duty. A certificate setting forth the amount received by such employee for Jury Pay shall be delivered to the EMPLOYER by the employee.

#### ARTICLE 14 Tuition Refund

Employees shall be entitled to reimbursement for tuition fees upon satisfactory completion of courses in accordance with subsection H, Section II of the Salary Plan and Personnel Policy and Procedure, SUBJECT: Educational Benefit Program, POLICY NO. 14, DATE OF ISSUE 9/75 and amendments thereto.

#### ARTICLE 15 Funeral Leave

In the event of death in the immediate family of an employee, they shall be granted, at the discretion of the Division Head, leave with pay at the straight time rate for up to three (3) workdays. "Immediate family" of an employee is defined as spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law and grandchildren.

Funeral leave may be granted with the approval of the Human Resources Director or the Director's designee when the employee has had a close, family-like relationship with the deceased person, although such deceased person may not be a member of the immediate family in the relationship above described.

#### ARTICLE 16 Military Leave

An employee hired prior to July 1 in any year 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 17 Leaves of Absence

(a) Leaves of absence requested in writing by any employee and granted voluntarily by the EMPLOYER in its discretion shall be without compensation and limited to a period of thirty (30) calendar days. Such leave of absence may be extended beyond such thirty (30) day period in any individual case for good cause by the Human Resources Board or its designated representative upon written application made in advance of the leave. A leave of absence over thirty (30) calendar days' duration which has not been extended by the Human Resources Board or its designated representative shall be considered a break in employment and should the employee involved be returned to work, their status shall be that of a new employee.

(b) Notice of the granting of a leave of absence and any extension thereof shall be in writing and a copy of such notice shall be given to the UNION.

(c) A leave of absence granted pursuant to the foregoing shall be deemed to be independent of the Sick Leave provision of this Agreement and shall be construed accordingly. Nothing herein shall be deemed to be in conflict with the Workers' Compensation laws of the Commonwealth of Massachusetts.

(d) A leave of absence for the purpose of attending conventions of the UNION as duly authorized delegates shall be limited to three employees annually to attend the State convention and two employees bi-annually to attend the National convention. Such leave shall be granted without loss of straight time pay. Time for attending such conventions shall, in the case of State conventions, be limited to two (2) working days; and, in the case of National conventions, be limited to five (5) working days. Forthwith upon the termination of the convention, the delegate receiving such paid leave of absence shall report for duty.

#### ARTICLE 18 Group Insurance

At the Annual Town Election on 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 percent (50%) of the premium for group insurance coverage selected under the provisions of Chapter 32B of the General Laws of the Commonwealth of Massachusetts.

Employer will contribute the same percentage of the monthly premiums as it currently does for corresponding non-rate-saver plan. Effective January 1, 2009, employees will have access to health reimbursement arrangements (HRAs) as described in Appendix "C".

The Town will pay the monthly administrative fee to the third-party administrator for any employee who chooses to participate in the Section 125 flexible spending account program (FSA) through December 31, 2017.

#### ARTICLE 19 Workers' Compensation

In the event an employee is incapacitated as the result of a bona fide injury or sickness arising out of and in connection with their 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 as provided below.

The Department Head shall determine, and grant, what he considers 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

In the case of exceptional circumstances, additional allowances may be granted on the recommendation of the Department Head and approval by the Human Resources Board. In determining whether such extended allowances shall be granted, the past absences 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.

## ARTICLE 20

### Safety

The EMPLOYER shall, from time to time, make reasonable regulations for the safety and health of the employees during their hours of employment. The EMPLOYER shall provide such protective clothing, equipment and devices as it deems appropriate for the work performed by the employee in the Department.

Should any safety regulations be modified or amended or should new regulations be established during the term hereof, any such changes or amendments shall be delivered forthwith to the UNION.

Employees who are not required to hold Commercial Drivers Licenses (CDLs) will be subject to the same testing policies and procedures as those positions required to hold a CDL, including reasonable suspicion and random testing as defined in the Town's policy and procedures for drug and alcohol testing.

Employees are required promptly to report their failure to renew or loss by suspension or otherwise of any license that the employee needs to perform their job, including but not limited to a Class D license. In the event that an employee loses their license, the UNION shall be notified by the EMPLOYER and shall meet with the EMPLOYER to discuss work accommodations. It is understood that accommodations may not be possible, depending on the specific circumstances and business needs of the EMPLOYER.

An employee will be eligible for reimbursement of the cost of a DOT physical up to the amount of \$85 but not more than their actual out-of-pocket expense, that is required for the issuance or renewal of a license required by the position that the employee holds.

The president of the UNION may appoint one member of the UNION Executive Committee to serve on the Department's Safety Committee. The president's appointee will also serve as the representative of their division in the Department.

## ARTICLE 21 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 22 Seniority

(a) For the purposes of this Article, seniority shall be considered as the length of an employee's continuous service in the Department of Public Works. Continuous service means the most recent period of unbroken service in such Department, provided that authorized leave of absence, military service or layoff as hereinafter defined shall not be considered a break in continuous service for the purposes of establishing a seniority rating. For the purpose of this Article, the first twelve (12) months of employment shall be considered a probationary period. No controversy covering the tenure of employment of a probationary employee shall be the subject matter of a grievance. The Town may extend the probationary period of an employee by an additional three (3) months upon notice to the Union. The extension of a probationary period shall not preclude the employee from receiving wage and other benefits regularly due at the six (6) month period. Upon the completion of an employee's probationary period, they shall acquire a seniority rating. However, nothing herein shall be deemed to be in conflict with any of the provisions of ARTICLE 22, of this Agreement.

(b) The EMPLOYER shall furnish the UNION with an up-to-date seniority list for the department within sixty (60) days following the completion of negotiations. Unless the EMPLOYER is advised by the UNION to the contrary within thirty (30) calendar days, the list will be presumed to be correct for purposes of this Agreement.

(c) For the purpose of this Agreement, the term "layoff" means a reduction in the number of employees in a given occupational title in one of the following six (6) divisions due to a lack of work or funds for the carrying out of any work project in such occupational title: Engineering, Water and Sewer, Highway, Park and Tree, Recycling and Disposal and Management.

In the event of a layoff, the least senior employees in the occupational title affected by the layoff shall be laid off first. In any such case a five (5) days' advance notice of the contemplated layoff shall be

given to the employee in writing; a copy of such notice shall also be given to the Steward of the Division. Probationary employees shall be laid off first unless there is no other employee having a seniority rating in such occupational title qualified to perform the requirements of the probationer's job. If there is no such employee available, the probationary employee shall continue to be employed on such job. Such laid-off employees having a seniority rating shall have the right to bump other employees in the same or lower labor grade in the same Division having less seniority, provided they are qualified to do the work of the persons such laid-off employees seek to "bump." Indiscriminate bumping shall not be permitted and bumping by any employee shall be limited to a single "bump." Employees shall not be allowed to bump across Division lines. Employees must exercise the first opportunity to bump or be laid off.

Laid-off employees shall have recall rights for a maximum period of two (2) years. Employees having less than two (2) years service, but more than one (1) year of service prior to layoff, shall have recall rights for a maximum period of one (1) year. With respect to employees having less than one (1) year of service prior to layoff, their recall periods shall be equal to the number of months of their service in excess of six (6) months.

In the event of an increase in the number of employees in an occupational title, employees in layoff status from the occupational title shall be given the first opportunity to return thereto in the order of their seniority. Any person refusing or failing to exercise such recall opportunity within three (3) days following notice sent to them by the EMPLOYER, by certified mail at their last known place of residence appearing on the records of said Department, shall have no further recall right.

In cases of layoff and recall following a layoff, seniority shall be the deciding factor among employees physically fit and competent through knowledge, skill and efficiency to perform the available work. The determination of comparative qualifications is the responsibility of the EMPLOYER, but in carrying out this responsibility there shall be no discrimination among employees.

(d) The classification "Permanent Employee" and "Temporary Employee" are defined as follows: A "Permanent Employee" is any employee retained on a continuing basis in any position in the Department which has required or is likely to require the service of an incumbent without interruption for a period of at least six (6) months, either on a full-time or part-time employment basis. A "Temporary Employee" is an employee retained in any position in the Department which requires or is likely to require the services of one incumbent for a period not exceeding six (6) months; a seasonal position requiring less than a work week in an occupational group shall be considered as "Part-time."

If two or more employees are hired on the same day their seniority shall be established by the alphabetical order of their last names. In the event of conflict, the alphabetical order may be extended to the first names and middle initial in the order named. Part-time employees shall establish a seniority rating in the Part-time employee classification.

(e) Before hiring an employee to fill a permanent vacancy in positions above the lowest rated job covered by the Agreement, the EMPLOYER will post a Notice of Vacancy on the bulletin board for a period of five (5) working days, should it be the intention of the EMPLOYER to fill the vacancy. Any Municipal Light Plant and/or Department of Public Works employee who wish to apply for a

posted vacancy must complete and return a bid form to the employer within the five-day posting period. When vacancies occur, qualified employees on other shifts in the classification of the posted vacancy shall have preference over other bidders. Consideration shall be given to employees in lower classifications, and may be given to other employees who apply during this five (5) day period.

Probationary employees and employees who have successfully bid in a position in the preceding thirty (30) days are ineligible to bid for another position within such thirty (30)-day period.

An employee shall be considered qualified for such vacancy if he is able to perform the work at an acceptable level. Included among such qualification is physical fitness to perform the job. Bidders having a seniority rating within the Division where the vacancy exists shall be given first consideration over other bidders in the Department. The EMPLOYER shall within ten (10) working days select from the qualified bidder for the vacancy the employee best qualified in its opinion to perform the requirements of the job. If the qualifications of two or more employees are relatively equal, selection shall be made on the basis of seniority.

A qualified employee to whom the bid is awarded shall be assigned to the vacancy within thirty (30) working days of the award and shall be permitted a break-in period of thirty (30) working days in the new position. Should it be determined by the EMPLOYER within such thirty (30) day period that such employee is not qualified to fill the job requirements, they shall be returned to their original rate and classification without loss of seniority. The Town may extend the trial period of an employee who was promoted by thirty (30) days with agreement by the Union. When the term qualification is used herein, the EMPLOYER shall make the initial determination, which determination shall be subject to the grievance and arbitration provisions of this Agreement.

In the event there are no qualified bidders in the Department, the EMPLOYER may select an unqualified bidder whom he feels has the potential to learn the job and to perform it satisfactorily. Such employee shall be given a trial period of not more than sixty (60) days in which to demonstrate their ability to perform the requirements of the job in a satisfactory manner. Such sixty (60) day period may be extended by agreement of the parties. Employees thus selected for the position will be entitled to a pay increase in accordance with ARTICLE 23 of this Agreement, such increase to be effective on satisfactory completion of such trial period.

(f) Before any individual is hired by the EMPLOYER, the employee shall satisfactorily pass a pre-employment physical examination, to be administered without charge to the individual by a physician designated by the EMPLOYER. This requirement is applicable to individuals employed for, or transferred to full-time jobs. During the term of this Agreement such other physical examination as may be required by the EMPLOYER in connection with the continued employment of any employee shall be administered without charge to the employee; the report of the examining physician shall be transmitted to the employee's doctor if the employee so requests.

(g) Should a revision take place in the schedule of hours of employment set forth in Section (a) ARTICLE 9, "Hours of Work and Overtime" of this Agreement, the EMPLOYER shall, before transferring or hiring an employee to fill the vacancy created by such revision, post a Notice of Vacancy on the bulletin board for a period of five (5) working days. An employee in the classification of the posted vacancy desiring a transfer to such vacancy shall so indicate by writing their name on

the Notice of Vacancy. Among such bidders, first consideration shall go to the qualified employee with the greatest seniority in the Division. If there are no qualified bidders among the employees of the Division, the qualified employee in the classification of the posted vacancy with the least amount of seniority in the Division shall be transferred to fill such vacancy. In the event additional employees are needed for such classification such employees shall be selected in accordance with Section (e) of the ARTICLE.

(h) Employees promoted or transferred to positions in the employ of the Town not covered by this Agreement shall retain their seniority for one (1) year. Should such an employee return to the Bargaining Unit within said one (1) year period they shall return to the lowest classification in the Division from which they were promoted or transferred. Such employees shall receive the rate of pay held prior to said promotion or transfer until such time as the rate for the position to which they return exceeds said rate. Such employees shall be ineligible to bid in accordance with Section (e) of this ARTICLE until three (3) months following their date of return. Thereafter, should such employees fail to bid in accordance with Section (e) of this ARTICLE, said employees' rate will be reduced to the maximum rate of the Job Group.

## ARTICLE 23

### Classification and Rates of Pay

(a) Classifications and rate of pay shall be 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 regular hour worked; \$0.30 per time and a half hour worked; and \$0.40 per double time hour worked.

Employees shall be eligible for reimbursement up to \$300 for the purchase of work boots. In lieu of a clothing allowance, the following rates will be included in the basic hourly rate of pay:

FY 21: 0.30  
FY 22: 0.30  
FY 23: 0.30

(b) A new employee may be hired at any step of the rate range of the job for which they are hired. The employee may advance one step rate at the end of their first six (6) months of employment provided the Department Head decides their performance warrants it, otherwise they shall come up for consideration after one (1) year of continuous service.

(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 latest increase) but not more, until the maximum for their job is reached, on the recommendation of the Department Head. 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 Director. Approval of additional step increases shall be at the

discretion of the Director and shall not be subject to the grievance and arbitration process. Should an employee be denied a step-rate increase upon the review of their performance by the employee's Department Head, the employee shall be notified in writing by their Department Head of the reason or reasons for such denial.

(d) Employees whose classifications have been upgraded shall move to the new group at the same step and shall retain their anniversary date. When an employee is promoted to a higher rated job, they shall enter at the minimum rate of the job or at the step rate of the job next above their rate of the position to which they have been promoted, whichever is the higher. Such employee upon being promoted shall be entitled to receive a minimum increase of five cents (\$.05) per hour. At that time, they may further receive one step rate increase upon the recommendation of the Department head or their designated representative. Employees may be granted an additional step increase if supported by the performance record and promotional selection process as approved by the Director. Approval of any additional step increases at the time of promotion shall be at the discretion of the Director and shall not be subject to the grievance and arbitration process.

If a new employee is hired and if, within the same fiscal year as such appointment, the Town promotes an employee into the same job title and division at a lower step, that promoted employee shall be eligible to advance one step rate at the end of six months upon the approval of their Department Head.

(e) Employees transferred to a lower rated job shall enter it at their own rate or at the maximum of the job, which ever is the lower.

(f) Employees required to work overtime shall be paid for such overtime work at the rate of one and one-half times (1 1/2) their rate as set forth in Appendix B, and, if applicable, the premium pay provided for in ARTICLE 9, Section (f) of this Agreement. 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.

(g) Employees required to work on Sunday, except employees on irregular work week schedules, shall be paid at a rate two (2) times their rate as set forth in Appendix B, and, if applicable, the premium pay provided for in ARTICLE 9, Section (f) of this Agreement. The Tuesday through Saturday shift at the RDF will not be considered an irregular work week. Employees on irregular work week schedules shall be paid at said double-time rate when required to work on the second (2nd) day immediately following the fifth (5th) day of their irregular work week schedule. All employees required to work on January 1, December 25, or Thanksgiving Day shall be paid at a rate two (2) times their rate as set forth in Appendix B.

(h) Employees who on July 1 of each year have completed the following years of continuous full-time service with the Town of Wellesley shall be paid an additional amount for service rendered in recognition of their long service to the Town as follows, to be added to the hourly rate of pay:

Effective July 1, 2023		
	Hourly	Annual Equivalent
10-14 years	0.41	\$850

15-19 years	0.53	\$1110
20-24 years	0.60	\$1250
25-29 years	0.67	\$1400
30-34 years	0.75	\$1550
35 years +	0.77	\$1600

Should a former employee of the Town return to the service of the Town and complete at least five (5) years of continuous full-time service following such return, the amount of continuous full-time service immediately preceding the interruption of their work for the Town shall be added to the five (5) or more years of current full-time service to result in total service for the computation of payments in recognition of long service to the Town (Longevity); provided, however, that any adjustment to the computation of longevity payments, after the return to service, will be made from the date the employee has applied for crediting of such prior service forward, without retroactive adjustment or compensation.

(i) Employees shall receive the net payment of their wages through direct deposit to a financial institution of their choice. Employees shall provide the appropriate account and bank routing numbers. The remittance advice (pay stub) shall be delivered only via secure email for all employees. If requested, the DPW Administration or the employee's supervisor will print out the remittance.

## ARTICLE 24

### Posting of Notices

If the UNION desires to post notices in the Department, such notice shall be first submitted to the Department Head 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 25

### 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 Steward. 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 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 Steward must notify the Division Head within five (5) working days after the occurrence of the matter which gave rise to the grievance. The Division Head or designated representative must meet with aggrieved employee and the UNION representative within five (5) working days of the presentation of the grievance and must make their decision within five (5) working days after the grievance meeting, 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 respective Department Head (DPW Director) within five (5) working days after the decision of the Division Head is received or is due, otherwise the matter will be considered as resolved. The Department Head must meet with the aggrieved employee and UNION representative within fifteen (15) working days of the presentation of the grievance and must make their decision within five (5) working days after the grievance meeting, 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 Select Board or its designee may be requested within ten (10) working days after the decision of the Department Head is received or is due, otherwise the matter will be considered to be resolved. The Select Board or its designee, the aggrieved employee and the employee's representative will meet 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 Select Board or its designee will render its decision within ten (10) working days of the grievance hearing, unless it is mutually agreed by the participants that additional time be allowed.

Within fifteen (15) working days after the decision of the Select Board or its designee is received or is due under the foregoing steps of the grievance procedure, either party may request arbitration of such grievances.

(a) 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.

(b) 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.

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

(d) 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.

(e) 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 26 No Strike

Neither the UNION nor any employee covered by this Agreement shall participate in, encourage or condone a strike, work stoppage, slow down or interruption of services in accordance with the provisions of Chapter 150E of the General Laws.

## ARTICLE 27 Deferred Compensation

Employees covered by this agreement shall be eligible to participate in the Town of Wellesley's Deferred Compensation Plan.

## ARTICLE 28 Legislation

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, federal or state, or Civil Service regulation, or should any provision of this Agreement be found to be in violation of any federal or state law, 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 29 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 right, 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 effect 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 30 Agency Fee

All members of the bargaining unit who are not members of the Union or who have not voluntarily executed an authorization for dues as provided in Article 4 of this agreement, shall be required to pay certain fees hereafter referred to as "agency service fees", to the Union, pursuant to and in conformance with MGL Ch. 150E, s. 12, as amended. 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.

## ARTICLE 31 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 earlier than October 1, 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.

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.

Local 335, AFSCME, Council 93

Board of Public Works

Staff Representative

Jeky P. Wim  
Chairperson

Timothy Burns  
President, Local 335

Select Board

Clinton E. Anne  
Chairperson

Maryanne R. Freeman

Thomas H. Auger

Robert Lee Lusk Woods

John M. O'Leary

**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 \$\_\_\_\_\_.

The amount shall be paid to the Treasurer of Local Union No. 335, AFSCME, and represents payment of my UNION dues.

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

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Employee's signature

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Employee's address

## APPENDIX "B"

### Wage Rates

FY 24, July 1, 2023

Highway	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
To be determined based on future review	21	\$29.81	\$31.58	\$33.28	\$34.98	\$36.74	\$38.48	\$40.02
Foreman Construction Craftsman	20	\$28.39	\$30.07	\$31.70	\$33.32	\$34.99	\$36.65	\$38.12
Meter & Sign Repair Person	19	\$27.12	\$28.65	\$30.27	\$31.80	\$33.38	\$35.06	\$36.46
Foreman B Highway Craftsman	18	\$26.06	\$27.49	\$29.02	\$30.62	\$32.09	\$33.72	\$35.07
Construction Equipment Operator	17	\$24.78	\$26.21	\$27.60	\$29.13	\$30.57	\$32.06	\$33.34
Heavy Equipment Operator	16	\$23.56	\$24.97	\$26.31	\$27.70	\$29.02	\$30.50	\$31.72
Medium Equipment Operator	15	\$22.51	\$23.87	\$25.12	\$26.38	\$27.71	\$29.13	\$30.29
Light Equipment Operator	12	\$19.67	\$20.85	\$21.96	\$23.10	\$24.19	\$25.42	\$26.43
Laborer	11	\$19.07	\$20.19	\$21.25	\$22.35	\$23.48	\$24.59	\$25.58

Park and Tree	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
To be determined based on future review	21	\$29.81	\$31.58	\$33.28	\$34.98	\$36.74	\$38.48	\$40.02

Foreman A Horticultural Technician	20	\$28.39	\$30.07	\$31.70	\$33.32	\$34.99	\$36.65	\$38.12
Lead Tree Care Specialist	19	\$27.12	\$28.65	\$30.27	\$31.80	\$33.38	\$35.06	\$36.46
Foreman B Groundskeeping Foreman Park Construction Craftsman	18	\$26.06	\$27.49	\$29.02	\$30.62	\$32.09	\$33.72	\$35.07
Park Facilities Technician Tree Climber Park Facilities Craftsman	17	\$24.78	\$26.21	\$27.60	\$29.13	\$30.57	\$32.06	\$33.34
Groundskeeper	16	\$23.56	\$24.97	\$26.31	\$27.70	\$29.02	\$30.50	\$31.72
Medium Equipment Operator	15	\$22.51	\$23.87	\$25.12	\$26.38	\$27.71	\$29.13	\$30.29
Maintenance Worker	13	\$20.41	\$21.62	\$22.72	\$23.96	\$25.15	\$26.37	\$27.42
Light Equipment Operator	12	\$19.67	\$20.85	\$21.96	\$23.10	\$24.19	\$25.42	\$26.43
Laborer	11	\$19.07	\$20.19	\$21.25	\$22.35	\$23.48	\$24.59	\$25.58

Recycling and Disposal Division	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
To be determined based on future review	21	\$29.81	\$31.58	\$33.28	\$34.98	\$36.74	\$38.48	\$40.02
Foreman A	20	\$28.39	\$30.07	\$31.70	\$33.32	\$34.99	\$36.65	\$38.12
Lead Baler	18	\$26.06	\$27.49	\$29.02	\$30.62	\$32.09	\$33.72	\$35.07

Tractor Trailer Operator	17	\$24.78	\$26.21	\$27.60	\$29.13	\$30.57	\$32.06	\$33.34
Transfer Haul Equipment Operator	16	\$23.56	\$24.97	\$26.31	\$27.70	\$29.02	\$30.50	\$31.72
Industrial Equipment Operator	15	\$22.51	\$23.87	\$25.12	\$26.38	\$27.71	\$29.13	\$30.29
Permit Verifier/Trash Collector	13	\$20.41	\$21.62	\$22.72	\$23.96	\$25.15	\$26.37	\$27.42

Water and Sewer	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
To be determined based on future review	21	\$29.81	\$31.58	\$33.28	\$34.98	\$36.74	\$38.48	\$40.02
Foreman A Lead Water Treatment Plant Operator	20	\$28.39	\$30.07	\$31.70	\$33.32	\$34.99	\$36.65	\$38.12
Meter/Backflow Prevention Device Coordinator	19	\$27.12	\$28.65	\$30.27	\$31.80	\$33.38	\$35.06	\$36.46
Foreman B Primary Water Treatment Plant Operator	18	\$26.06	\$27.49	\$29.02	\$30.62	\$32.09	\$33.72	\$35.07
Meter/Backflow Prevention Device Technician Construction Equipment Operator	17	\$24.78	\$26.21	\$27.60	\$29.13	\$30.57	\$32.06	\$33.34
General Mechanic A Secondary Water Treatment Plant Operator	16	\$23.56	\$24.97	\$26.31	\$27.70	\$29.02	\$30.50	\$31.72
Stockkeeper Truck Driver A/Laborer	15	\$22.51	\$23.87	\$25.12	\$26.38	\$27.71	\$29.13	\$30.29
Laborer	11	\$19.07	\$20.19	\$21.25	\$22.35	\$23.48	\$24.59	\$25.58

Management	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
To be determined based on future review	21	\$29.81	\$31.58	\$33.28	\$34.98	\$36.74	\$38.48	\$40.02
Foreman A Welding Shop Foreman	20	\$28.39	\$30.07	\$31.70	\$33.32	\$34.99	\$36.65	\$38.12
Automotive Mechanic Welder	18	\$26.06	\$27.49	\$29.02	\$30.62	\$32.09	\$33.72	\$35.07
Stockkeeper, Automotive	17	\$24.78	\$26.21	\$27.60	\$29.13	\$30.57	\$32.06	\$33.34

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Highway	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$30.41	\$32.21	\$33.95	\$35.68	\$37.47	\$39.25	\$40.82	\$42.45
Foreman Construction Craftsman	20	\$28.96	\$30.67	\$32.33	\$33.99	\$35.69	\$37.38	\$38.88	\$40.43
Meter & Sign Repair Person	19	\$27.66	\$29.22	\$30.88	\$32.44	\$34.05	\$35.76	\$37.19	\$38.67
Foreman B Highway Craftsman	18	\$26.58	\$28.04	\$29.60	\$31.23	\$32.73	\$34.39	\$35.77	\$37.20
Construction Equipment Operator	17	\$25.28	\$26.73	\$28.15	\$29.71	\$31.18	\$32.70	\$34.01	\$35.36
Heavy Equipment Operator	16	\$24.03	\$25.47	\$26.84	\$28.25	\$29.60	\$31.11	\$32.35	\$33.65
Medium Equipment Operator	15	\$22.96	\$24.35	\$25.62	\$26.91	\$28.26	\$29.71	\$30.90	\$32.13

Light Equipment Operator	12	\$20.06	\$21.27	\$22.40	\$23.56	\$24.67	\$25.93	\$26.97	\$28.04
Laborer	11	\$19.45	\$20.59	\$21.68	\$22.80	\$23.95	\$25.08	\$26.09	\$27.13

Park and Tree	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$30.41	\$32.21	\$33.95	\$35.68	\$37.47	\$39.25	\$40.82	\$42.45
Foreman A Horticultural Technician	20	\$28.96	\$30.67	\$32.33	\$33.99	\$35.69	\$37.38	\$38.88	\$40.43
Lead Tree Care Specialist	19	\$27.66	\$29.22	\$30.88	\$32.44	\$34.05	\$35.76	\$37.19	\$38.67
Foreman B Groundskeeping Foreman Park Construction Craftsman	18	\$26.58	\$28.04	\$29.60	\$31.23	\$32.73	\$34.39	\$35.77	\$37.20
Park Facilities Technician Tree Climber Park Facilities Craftsman	17	\$25.28	\$26.73	\$28.15	\$29.71	\$31.18	\$32.70	\$34.01	\$35.36
Groundskeeper	16	\$24.03	\$25.47	\$26.84	\$28.25	\$29.60	\$31.11	\$32.35	\$33.65
Medium Equipment Operator	15	\$22.96	\$24.35	\$25.62	\$26.91	\$28.26	\$29.71	\$30.90	\$32.13
Maintenance Worker	13	\$20.82	\$22.05	\$23.17	\$24.44	\$25.65	\$26.90	\$27.96	\$29.08
Light Equipment Operator	12	\$20.06	\$21.27	\$22.40	\$23.56	\$24.67	\$25.93	\$26.97	\$28.04

Laborer	11	\$19.45	\$20.59	\$21.68	\$22.80	\$23.95	\$25.08	\$26.09	\$27.13
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Recycling and Disposal Division	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$30.41	\$32.21	\$33.95	\$35.68	\$37.47	\$39.25	\$40.82	\$42.45
Foreman A	20	\$28.96	\$30.67	\$32.33	\$33.99	\$35.69	\$37.38	\$38.88	\$40.43
Lead Baler	18	\$26.58	\$28.04	\$29.60	\$31.23	\$32.73	\$34.39	\$35.77	\$37.20
Tractor Trailer Operator	17	\$25.28	\$26.73	\$28.15	\$29.71	\$31.18	\$32.70	\$34.01	\$35.36
Transfer Haul Equipment Operator	16	\$24.03	\$25.47	\$26.84	\$28.25	\$29.60	\$31.11	\$32.35	\$33.65
Industrial Equipment Operator	15	\$22.96	\$24.35	\$25.62	\$26.91	\$28.26	\$29.71	\$30.90	\$32.13
Permit Verifier/Trash Collector	13	\$20.82	\$22.05	\$23.17	\$24.44	\$25.65	\$26.90	\$27.96	\$29.08

Water and Sewer	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$30.41	\$32.21	\$33.95	\$35.68	\$37.47	\$39.25	\$40.82	\$42.45
Foreman A Lead Water Treatment Plant Operator	20	\$28.96	\$30.67	\$32.33	\$33.99	\$35.69	\$37.38	\$38.88	\$40.43
Meter/Backflow Prevention	19	\$27.66	\$29.22	\$30.88	\$32.44	\$34.05	\$35.76	\$37.19	\$38.67

Device Coordinator									
Foreman B Primary Water Treatment Plant Operator	18	\$26.58	\$28.04	\$29.60	\$31.23	\$32.73	\$34.39	\$35.77	\$37.20
Meter/Backflow Prevention Device Technician Construction Equipment Operator	17	\$25.28	\$26.73	\$28.15	\$29.71	\$31.18	\$32.70	\$34.01	\$35.36
General Mechanic A Secondary Water Treatment Plant Operator	16	\$24.03	\$25.47	\$26.84	\$28.25	\$29.60	\$31.11	\$32.35	\$33.65
Stockkeeper Truck Driver A/Laborer	15	\$22.96	\$24.35	\$25.62	\$26.91	\$28.26	\$29.71	\$30.90	\$32.13
Laborer	11	\$19.45	\$20.59	\$21.68	\$22.80	\$23.95	\$25.08	\$26.09	\$27.13

Management	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$30.41	\$32.21	\$33.95	\$35.68	\$37.47	\$39.25	\$40.82	\$42.45
Foreman A Welding Shop Foreman	20	\$28.96	\$30.67	\$32.33	\$33.99	\$35.69	\$37.38	\$38.88	\$40.43
Automotive Mechanic Welder	18	\$26.58	\$28.04	\$29.60	\$31.23	\$32.73	\$34.39	\$35.77	\$37.20
Stockkeeper, Automotive	17	\$25.28	\$26.73	\$28.15	\$29.71	\$31.18	\$32.70	\$34.01	\$35.36

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Highway	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$31.02	\$32.85	\$34.63	\$36.40	\$38.22	\$40.03	\$41.64	\$43.30
Foreman Construction Craftsman	20	\$29.54	\$31.28	\$32.98	\$34.67	\$36.40	\$38.13	\$39.66	\$41.24
Meter & Sign Repair Person	19	\$28.21	\$29.80	\$31.50	\$33.09	\$34.73	\$36.48	\$37.93	\$39.44
Foreman B Highway Craftsman	18	\$27.11	\$28.60	\$30.19	\$31.86	\$33.38	\$35.08	\$36.49	\$37.94
Construction Equipment Operator	17	\$25.79	\$27.26	\$28.71	\$30.30	\$31.80	\$33.35	\$34.69	\$36.07
Heavy Equipment Operator	16	\$24.51	\$25.98	\$27.38	\$28.82	\$30.19	\$31.73	\$33.00	\$34.32
Medium Equipment Operator	15	\$23.42	\$24.84	\$26.13	\$27.45	\$28.83	\$30.30	\$31.52	\$32.77
Light Equipment Operator	12	\$20.46	\$21.70	\$22.85	\$24.03	\$25.16	\$26.45	\$27.50	\$28.60
Laborer	11	\$19.84	\$21.00	\$22.11	\$23.26	\$24.43	\$25.58	\$26.61	\$27.67

Park and Tree	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined	21	\$31.02	\$32.85	\$34.63	\$36.40	\$38.22	\$40.03	\$41.64	\$43.30

based on future review									
Foreman A Horticultural Technician	20	\$29.54	\$31.28	\$32.98	\$34.67	\$36.40	\$38.13	\$39.66	\$41.24
Lead Tree Care Specialist	19	\$28.21	\$29.80	\$31.50	\$33.09	\$34.73	\$36.48	\$37.93	\$39.44
Foreman B Groundskeeping Foreman Park Construction Craftsman	18	\$27.11	\$28.60	\$30.19	\$31.86	\$33.38	\$35.08	\$36.49	\$37.94
Park Facilities Technician Tree Climber Park Facilities Craftsman	17	\$25.79	\$27.26	\$28.71	\$30.30	\$31.80	\$33.35	\$34.69	\$36.07
Groundskeeper	16	\$24.51	\$25.98	\$27.38	\$28.82	\$30.19	\$31.73	\$33.00	\$34.32
Medium Equipment Operator	15	\$23.42	\$24.84	\$26.13	\$27.45	\$28.83	\$30.30	\$31.52	\$32.77
Maintenance Worker	13	\$21.24	\$22.49	\$23.63	\$24.93	\$26.16	\$27.44	\$28.53	\$29.66
Light Equipment Operator	12	\$20.46	\$21.70	\$22.85	\$24.03	\$25.16	\$26.45	\$27.50	\$28.60
Laborer	11	\$19.84	\$21.00	\$22.11	\$23.26	\$24.43	\$25.58	\$26.61	\$27.67

Recycling and Disposal Division	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$31.02	\$32.85	\$34.63	\$36.40	\$38.22	\$40.03	\$41.64	\$43.30

Foreman A	20	\$29.54	\$31.28	\$32.98	\$34.67	\$36.40	\$38.13	\$39.66	\$41.24
Lead Bale	18	\$27.11	\$28.60	\$30.19	\$31.86	\$33.38	\$35.08	\$36.49	\$37.94
Tractor Trailer Operator	17	\$25.79	\$27.26	\$28.71	\$30.30	\$31.80	\$33.35	\$34.69	\$36.07
Transfer Haul Equipment Operator	16	\$24.51	\$25.98	\$27.38	\$28.82	\$30.19	\$31.73	\$33.00	\$34.32
Industrial Equipment Operator	15	\$23.42	\$24.84	\$26.13	\$27.45	\$28.83	\$30.30	\$31.52	\$32.77
Permit Verifier/Trash Collector	13	\$21.24	\$22.49	\$23.63	\$24.93	\$26.16	\$27.44	\$28.53	\$29.66

Water and Sewer	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$31.02	\$32.85	\$34.63	\$36.40	\$38.22	\$40.03	\$41.64	\$43.30
Foreman A Lead Water Treatment Plant Operator	20	\$29.54	\$31.28	\$32.98	\$34.67	\$36.40	\$38.13	\$39.66	\$41.24
Meter/Backflow Prevention Device Coordinator	19	\$28.21	\$29.80	\$31.50	\$33.09	\$34.73	\$36.48	\$37.93	\$39.44
Foreman B Primary Water Treatment Plant Operator	18	\$27.11	\$28.60	\$30.19	\$31.86	\$33.38	\$35.08	\$36.49	\$37.94
Meter/Backflow Prevention Device Technician Construction	17	\$25.79	\$27.26	\$28.71	\$30.30	\$31.80	\$33.35	\$34.69	\$36.07

Equipment Operator									
General Mechanic A	16	\$24.51	\$25.98	\$27.38	\$28.82	\$30.19	\$31.73	\$33.00	\$34.32
Secondary Water Treatment Plant Operator									
Stockkeeper	15	\$23.42	\$24.84	\$26.13	\$27.45	\$28.83	\$30.30	\$31.52	\$32.77
Truck Driver A/Laborer									
Laborer	11	\$19.84	\$21.00	\$22.11	\$23.26	\$24.43	\$25.58	\$26.61	\$27.67

Management	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8 10 Years
To be determined based on future review	21	\$31.02	\$32.85	\$34.63	\$36.40	\$38.22	\$40.03	\$41.64	\$43.30
Foreman A	20	\$29.54	\$31.28	\$32.98	\$34.67	\$36.40	\$38.13	\$39.66	\$41.24
Welding Shop Foreman									
Automotive Mechanic Welder	18	\$27.11	\$28.60	\$30.19	\$31.86	\$33.38	\$35.08	\$36.49	\$37.94
Stockkeeper, Automotive	17	\$25.79	\$27.26	\$28.71	\$30.30	\$31.80	\$33.35	\$34.69	\$36.07

## 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, the employee 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 2017, 2018 and 2019, 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 – 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 >/= \$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 2017 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.

**APPENDIX "D"**  
**Fleet Maintenance Department**

The following changes shall apply to positions within the Fleet Maintenance Department.

Title	Job Group	Eligible ASE Certifications
Shop Assistant	Group 16	A1 – A8, T1 – T8, L1, L2 (capped at \$2,500 per year)
Service Writer	Group 17	P1 – P4, C1
Mechanic	Group 18	A1 – A8, T1 – T8, L1, L2, E1 – E3
Shop Foreman	Group 20	A1 – A8, T1 – T8, L1, L2, E1 – E3
Welding Shop Foreman	Group 20	A1 – A8, T1 – T8, L1, L2, E1 – E3

Eligible employees who obtain a qualifying ASE Certification as listed in this section shall receive a stipend of \$200 annually per active certification. The standard schedule for payments on active certifications will be made in two installments, one on the employee's anniversary/service date and the other six months from the anniversary/service date. Employees on a probationary period who hold valid ASE certifications will receive one payment upon the successful completion of their probationary period and the second payment six months afterwards. Payments after their first year will then follow the standard schedule.

Employees must submit proof of qualifying active certifications to be eligible for stipend payments. The amount of the stipend to be paid will be assessed on the number of active qualifying ASE certifications an employee has at each six-month term. Payment of stipends will be made through the normal payroll process.

The Mechanic, Shop Foreman and Welding Shop Foreman shall be eligible for a \$1,000 tool allowance per year, payable via direct invoice from the vendor to the Town.

The Service Writer job description shall be reviewed by the Union and Hayed prior to posting the position.

## Memorandum of Agreement

1. This Memorandum of Agreement is between the Town of Wellesley ("Town") Department of Public Works and Local 335, AFSCME ("Union") (collectively, "the Parties"). Pursuant to the provisions of M.G.L. c. 150E and as a result of a request from the Union during collective bargaining negotiations for the July 1, 2023 – June 30, 2026 contract, the Parties agree to reclassify the currently existing Production Unit **Group 20** positions to **Group 21**, effective **October 1, 2025**.
2. The Parties also hereby agree that the underlying factual circumstances and/or agreement pertaining to this Memorandum of Agreement shall not constitute any type of practice or precedent with regard to any future actions of the Town of Wellesley.



Tim Bania, President  
AFSCME, Local 335



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10/9/25

Date



David Cohen  
Director of Public Works  
Town of Wellesley



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10/9/25

Date