

COLLECTIVE BARGAINING AGREEMENT

between the

TOWN OF WELLESLEY

and

LOCAL 49

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
COUNCIL 93

July 1, 2023 through June 30, 2026

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The collective bargaining agreement entered into as of the first day of July, 2023, between the Town of Wellesley Board of Selectmen in the County of Norfolk, Commonwealth of Massachusetts, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to collectively as the "UNION."

ARTICLE 1

Definitions

Where the words are used in this Agreement "EMPLOYER" means the Town of Wellesley Board of Selectmen in the County of Norfolk, and Commonwealth of Massachusetts; "UNION" means American Federation of State, County and Municipal Employees and its appropriate affiliates, AFL-CIO. "Management responsibility" means the retention by the EMPLOYER of its right to conduct the business of the Town of Wellesley 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 all custodians and maintenance staff employed by the 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 Cases No. MCR 626 and CAS 2093 of said Commission as it applied when the bargaining unit employees were employed by the previous employer, the Wellesley School Committee. "Part-time Custodians" shall be defined as employees regularly working thirty (30) or more hours per week. Wherever the singular is used in this Agreement, it is intended to include the plural.

ARTICLE 2

Recognition

(a) The EMPLOYER recognizes the UNION as the exclusive representative of those regular full-time and part-time custodians of the EMPLOYER covered by this Agreement in job classifications set forth in ARTICLE 22 or in such job classifications appropriate to the Bargaining Unit. Excluded from such Bargaining Unit are all other employees of the Town of Wellesley and elected and appointed officials.

(b) The EMPLOYER will not discriminate against any employee or applicant for employment by reason of their membership in the UNION or by reason of any organization activity on their part not in contravention of any provision of this Agreement, or because of race, creed, color, sex, or national origin, or sexual orientation and identity.

ARTICLE 3

Membership in the Union

(a) Neither the EMPLOYER nor its representatives 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 purposes 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 check off authorization to the Treasurer of the UNION 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.

(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 Town of Wellesley is paramount in the interest 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 which may be applicable, and this Agreement shall at all times be applied in accordance with and subject to such laws. Should any provisions 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 laws.

ARTICLE 6

Management Rights and Responsibility

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole rights, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the Town.

- B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay-off, discharge or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the Facilities Department, and to suspend, demote, discharge, or take other disciplinary actions against employees for just cause.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To ensure that related duties connected with Department operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discrimination against its members.

The Town shall have the right to assign all union and non-union employees to work separately or together in any building under the control of the Town of Wellesley, as determined by the Facilities Director or their designee. Union members shall cooperate with and work in harmony with non-union employees.

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

The above rights, responsibilities and prerogatives are inherent in the Town and are not subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this contract.

ARTICLE 7

Employee Rights and Responsibility

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 Labor Relations Act, Chapter 150E of the General Laws of the Commonwealth of Massachusetts. Except as expressly provided herein, the freedom of the employees to assist the UNION will be recognized as extending to participation in the management of the UNION and acting for it in the capacity of an organization representative.

ARTICLE 8

Union Rights and Responsibility

- (a) The UNION shall have the right and obligation to represent the employees, members of the bargaining unit; to present its views to the EMPLOYER on matters of concern either orally or in writing, and to engage in collective negotiations with the EMPLOYER with the object of reaching an agreement applicable to such employees of the Town of Wellesley.
- (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 bargaining 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 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) The representative of the UNION shall be permitted to enter the premises of the Wellesley Public Schools at reasonable hours, when necessary to investigate existing grievances, after obtaining approval of the Facilities Director or their designated representative. The UNION agrees that care will be exercised by such UNION representative that they do not interfere with the performance of duties assigned to employees.
- (e) The UNION shall provide a written list of its officers, and its UNION representatives and their alternate immediately following their designation and the UNION shall notify the EMPLOYER of any change in such list during the terms thereof. There shall be no requirement on the part of the EMPLOYER to recognize any such officer, representative or alternate representative until notice of official designation has been delivered to the EMPLOYER.

ARTICLE 9

Hours of Work and Overtime

This ARTICLE defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

- (a) The work week shall consist of five (5) consecutive eight-hour work days scheduled in any seven (7) consecutive days used by the EMPLOYER for payroll purposes, and an unpaid thirty (30) minute meal period, scheduled in the middle of the shift whenever possible.

Most regular work shifts will be Monday through Friday but there will also be one or more shifts consisting of Tuesday through Saturday. The regular scheduled work week will be Monday through Friday unless otherwise identified as Tuesday through Saturday. In the case of a Monday holiday for a bargaining unit employee working a Tuesday through Saturday shift, that employee shall observe the Monday holiday on the following Tuesday.

The workday, for the purpose of this section, is the twenty-four (24) hour period beginning at 0530 hours (5:30 a.m.) and concluding at 0530 hours (5:30 a.m.) the following day.

- (b) The EMPLOYER retains the right to reschedule hours of employment in accordance with

the work requirements of the Town of Wellesley. When the EMPLOYER makes a fixed change to an employee's work schedule, the EMPLOYER shall give the UNION thirty (30) calendar days advanced notice of the effective date of the change. When the EMPLOYER makes a temporary change (lasting two (2) weeks or less) to accommodate absences, facilities projects, and school programs to an employee's work schedule, the EMPLOYER shall give the UNION at least 48 hours of notice prior to the temporary change. The EMPLOYER's right to reschedule hours shall not be exercised in an arbitrary or capricious manner. The Town shall have the right to reschedule regular and temporary hours based on the specific needs and functions of Town Hall and Police Department, as well as determine special qualifications for those positions assigned to Town Hall and the Police Department. The notification requirements as stated in this section shall not apply to Town Hall and Police Department, but the Town shall provide reasonable notice to employees of any changes to their schedule once the Town becomes aware of the need to make those changes.

(c) Whenever the word "overtime" is used in this Agreement, it shall mean the time during which the employee shall have been required to work in excess of eight (8) hours in one work day or forty (40) hours in any work week whichever is greater but without duplication. 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 Town of Wellesley for overtime work, overtime work will be assigned on an equitable basis to qualified, dependable employees who ordinarily perform such work in the normal course of their work week in accordance with their skills and familiarity with the work as determined by the EMPLOYER. The time from which an employee has been excused from overtime work shall be considered in determining whether, as to them, there has been an equitable division of overtime. The EMPLOYER shall keep records of the overtime worked. Such records shall be made available to the UNION for examination during the regular working hours. The EMPLOYER will, upon request, release an employee from overtime assignment provided their reasons are valid and another qualified employee, as determined by the EMPLOYER, is available.

(e) An employee reporting as a result of a call-in for an emergency related to the building shall receive not less than three hours of premium pay at time and one-half their regular hourly rate of pay. An employee called in between midnight and 5:30 a.m. for such an emergency will be paid at double their hourly rate. In order for an employee to qualify for double time, the call must be made after 11:45 p.m. and substantiated by the caller, not the punch-in time. Employees called-in for an emergency shall be paid starting at the time of their arrival at the facility or work site.

(f) Employees who perform emergency work remotely, either over the phone or through other methods, shall be compensated at the following rates:

5:00 a.m. to 11:59 p.m.: one hour at time and a half employee's regular hourly rate

12:00 a.m. to 4:59 a.m.: one hour at double employee's regular hourly rate

Above schedule applies seven (7) days per week, including weekends and holidays. Remote calls must be reported to Payroll by email by the next business day and include time, length and description of the call. Additional remote work within the minimum paid time stated in this

section shall not constitute a new minimum paid time unless it is for a completely separate and distinct issue.

(g) 1. If school is canceled, an employee called in between midnight and 5:30 a.m. for an emergency outside a school building (e.g. inclement weather) will be paid at time and one-half of their regular hourly rate for the actual number of hours worked up to 5:30 a.m. Time worked after 5:30 a.m. will be paid at their regular hourly rate.

2. If school is held, an employee called in after midnight for an emergency outside the school building (e.g. inclement weather) will be paid at time and one-half of their regular hourly rate up to their normal starting time. Time worked after an employee's normal starting time will be paid at their regular hourly rate.

(h) Employees required to work more than ten (10) consecutive hours, excluding the normal mid-shift meal period, shall receive a paid meal period of one-half hour, at a time determined by the EMPLOYER. Employees who work on authorized overtime more than an additional five (5) hours beyond such ten (10) hour period will be allowed an additional paid meal period of one-half hour. In addition, each such employee working school or non- school related overtime will receive a meal allowance of three dollars (\$3.00) for each such meal period.

(i) 1. A custodian who reports to their place of work at their regularly scheduled time, or at other times when scheduled, without having been previously notified not to report to work, or reports to work and is sent home, shall be paid for the number of hours worked, but not less than two hours at the rate to which they would normally be entitled for their assignment, unless the employee is assigned other work or is suspended for disciplinary reasons.

2. In the event a scheduled non-school related event is canceled within eight (8) hours of the designated starting time, or if there is a no-show, the employee will be compensated for four hours at the appropriate rate of pay for that assignment except when events are cancelled by the school department (e.g., building closed due to inclement weather, lack of heat, or the like).

3. In the event that the employer cancels a school related event:

(a) custodians notified in advance of the cancellation will receive no pay for the scheduled time; and

(b) custodians not notified in advance of the cancellation or no-show, will receive two hours pay at the appropriate rate of pay.

4. Employees working a scheduled event for a private (non-governmental) entity or organization shall be paid double time their regular hourly rate for any work performed between 11:45 p.m. and 5:00 a.m.

(j) Whenever a school is open after regular hours, and no custodian has been assigned for duty, is working an event at the school, or is otherwise scheduled to be working, the custodian will not be held responsible for building security.

(k) During emergency weather conditions only, employees who are required to remain on the

job by the Facilities Director or their designee, when all nonessential FMD personnel are dismissed after the start of the regular school day, shall receive time and one-half for all hours worked after release of nonessential FMD personnel. The nonessential FMD personnel, in such cases, shall be paid at the regular hourly rate for the remainder of their shift.

ARTICLE 10

Holidays

(a) Employees covered by this Agreement shall receive pay at their straight time hourly rate of pay for the following State and other holidays provided:

1. The employee works the scheduled work day preceding the holiday and the scheduled work day following the holiday, unless excused due to a bona fide employee illness for which sick leave is payable. An employee shall submit medical certification upon the third instance in any 12-month period in which the employee has been absent on the day preceding or immediately following a holiday.

2. The employee is scheduled to work during the payroll week in which the holiday occurs.

| | |
|---------------------------------|-----------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Jr. Birthday | Veterans' Day |
| Washington's Birthday | Patriot's Day |
| Thanksgiving Day | One-half day Christmas Eve |
| Memorial Day | Christmas Day |
| Independence Day | One-half day New Year's Eve |
| Labor Day | Juneteenth |

(b) Except in the case of the two half-day holidays before Christmas and New Year's Day, when such holidays fall on Sunday, they shall be deemed to occur on Monday and when they fall on Saturday, they shall be deemed to occur on Friday, except in the event school is in session on a Friday that is, or is deemed to be a holiday, employees shall receive one (1) additional vacation day. When Christmas and New Year's Day fall on Sunday or Monday, the one-half (1/2) day holiday before said holidays shall be deemed to occur on the Friday proceeding the holiday, and when said holidays fall on Saturday, the one-half (1/2) holiday before said holidays shall be deemed to occur on the Thursday preceding the holiday. If school is in session on the half-day holiday preceding Christmas, employees shall work that full day and carry forward their half-day holiday to New Year's Eve and receive a full day off. Part-time Custodians shall receive prorated holiday pay.

(c) Employees required to work on such holidays shall be paid at the rate of time and one-half their regular hourly rate of pay for such work in addition to their holiday pay.

(d) Employees may choose to work either the two half days on December 24 and December 31, or take one single full day holiday on December 24 or December 31, subject to the prior approval of the Facilities Director.

(e) The date of the Juneteenth Independence Day holiday shall be observed according to Town personnel policies except for those employees assigned to public school buildings. Employees working in public school facilities shall observe the Juneteenth holiday according to Wellesley Public Schools policy.

ARTICLE 11

Vacations

(a) The following annual vacations with pay shall be granted to all permanent employees, who are on the payroll July 1 and who complete the following period of full-time continuous employment during the vacation year (July 1 through June 30):

| <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 |

Permanent part-time employees shall be granted annual vacations with pay according to the ratio that their part-time employment bears to full-time employment. In no case shall an employee take 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.

(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 12 months following the July 1 on which they are earned and shall not accumulate from vacation year to

vacation year without the approval of the Human Resources Board. The Human Resources Board may grant vacation carry over into the next vacation year due to unusual circumstances upon recommendation of the Department Head or Appointing Authority. Any vacation days approved for carry over by the Human Resources Board shall expire if not used within the year into which they are carried.

Salaries shall not be paid in lieu of vacations 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, the employee shall be granted an additional day of vacation.

Employees are encouraged not to take vacation during the month of June while school is in session due to the additional workload at this time of year.

(c) If the employment of a person who has become entitled to an annual vacation but has not taken it is terminated for any reason the employee shall be paid for all unused vacation from the current fiscal year. In addition, they shall also be paid for vacation benefits accrued at the rate of one twelfth (1/12) of their vacation benefits 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 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 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.

(e) Full-time employees who worked for the Town on a part-time, benefit-eligible basis immediately prior to entering into their full-time position shall be eligible to have their part-time benefit-eligible service included in the calculation of their vacation eligibility by converting such part-time service to its full-time equivalent.

See attached Appendix B with examples/interpretative guidance of how vacation policy applies to new or recent hires.

ARTICLE 12

Sick Leave

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

(a) During the first six months of employment, employees will only be granted sick leave at the discretion of the Facilities Director as described in section (b) below. Upon completion of six months of service, employees will accrue (1) day of sick leave for each full month of service completed thereafter. Such accrual will not include the probationary period.

All regular full-time employees who have completed at least one full year of service will be

entitled to twelve (12) days of sick leave each year, to be credited on July 1. Five (5) of these days can be used for family medical illness. Unused days shall accumulate from year to year up to a maximum of one hundred and fifty (150) days. Part-time Custodians who, at the beginning of the school year, have completed at least one (1) school year of service shall be granted a prorated allowance of sick leave with pay each school year.

Sick leave shall be utilized in the following sequence: current year's allowance; accumulation; leave granted in accordance with sections (b) and (c) of this ARTICLE.

(b) The Facilities Director 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

Part-time Custodians will receive a prorated share of sick days as determined by the Facilities Director.

For employees with one (1) year or more of continuous service said thirty (30) days includes the first twelve (12) days provided for in section (a) of this ARTICLE.

(c) In the case of exceptional circumstances, additional allowances may be granted on recommendation of the Facilities Director 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. Accrued sick leave must be exhausted before an employee is permitted to use accrued vacation leave to provide compensation during a period of extended illness.

(d) Employees shall notify their immediate supervisor and the FMD office 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.

(e) A medical certificate shall be required after the fifth consecutive day or seventh non-consecutive day. If deemed in the interests of the Town, the Facilities Director and/or the Human Resources Board shall have an independent doctor make an examination and report.

(f) Full-time employees who have completed one full year of service shall be granted one day with pay on July 1 to transact personal business and will be granted additional personal days according to the following schedule of non-occupational sick leave usage:

| <u>Sick Leave Utilization</u> | <u>Personal Business Leave</u> |
|-------------------------------|--------------------------------|
| July 1-Sept. 30 = 0 days | 1 day |
| Oct. 1-Dec. 31 = 0 days | 1 day |
| Jan. 1-March 31 = 0 days | 1 day |
| April 1-June 30 = 0 days | 1 day |
| TOTAL | 4 days |

Up to five (5) 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 five (5) days. At the end of each fiscal year, any personal days accumulated above the five that may be carried forward, may be added to the custodian's sick leave accumulation if the custodian notifies the Facilities Director in writing, of their desire to do so. Employees who exhaust their sick time are ineligible to earn personal days, unless both the Director and Union President jointly agree that extenuating circumstances exist such that the employee should be awarded an additional personal day. If the Director and Union President cannot jointly agree, the Human Resources Director shall determine if a personal day shall be awarded

Notwithstanding the foregoing, no employee may take more than 30 days (vacation and personal) in one vacation year without the prior approval of the Facilities Director. Such approval will not be unreasonably withheld. Employees are expected to give as much advance notice as possible of intended use of personal leave, but in no event less than the notice given by practice or procedure for use of sick leave.

Part-time Custodians shall receive prorated personal days according to the above schedule.

Additional personal days may be granted subject to the approval of the Facilities Director.

Denial is not grievable or arbitrable.

Employees are entitled to five (5) days paid parental leave for the birth or adoption of their child per year which shall be used within two (2) weeks of the birth or adoption.

Accumulated sick leave is not payable upon separation of employment for any reason.

If an employee entitled to personal leave but has not yet taken is laid off or retires, they shall be paid for such unused personal leave.

The parties agree to allow bargaining unit members to voluntarily donate up to two (2) earned sick days annually per each bargaining unit member who has exhausted sick leave and is suffering from a severe illness or catastrophic injury. Donations will be deducted from bargaining unit members within the same fiscal year. It is agreed that a joint committee with representatives from both parties will be formed to develop a "sick bank" program.

ARTICLE 13

Jury Pay

The EMPLOYER agrees to make up the difference in an employee's wages between the employee's regular weeks' wages and compensation received for jury duty, provided they report for work on each day when they are excused from such duty. Income received by the individual for jury duty must be surrendered to the Town, which in turn would issue a payroll check for the agreed amount. A certificate setting forth the amount received by such employee for jury pay shall be delivered to the EMPLOYER by the employee. Second and third shift custodians will not be required to work the night shift on the same day they actually report for jury duty.

If an employee is summoned to court during non-working hours as a witness for the Town of Wellesley, compensatory time will be provided to the employee upon submission of proper documentation from the court. Compensatory time will be issued and used within five (5) working days of the employee's court appearance. If an employee is summoned to court during work hours as a witness for the Town of Wellesley, this time will be considered time worked.

ARTICLE 14

Funeral Leave

In the event of death in the immediate family of an employee, they will be granted leave with pay at the straight time rate of four (4) workdays. "Immediate family" of an employee is defined as spouse / partner (an employee's partner shall be treated as a spouse for the purposes of this article), mother, father, son, daughter, brother, sister, mother-in-law, father-in-law. In the event of the death of a grandparent or grandchild of an employee, they shall be granted three (3) days of leave with pay at straight time rate of pay to attend the funeral if it is a workday. In the event of the death of a brother-in-law, sister-in-law, aunt or uncle of an employee, they shall be granted one (1) day of leave with pay at straight time rate of pay to attend the funeral if it is a workday.

Up to two (2) additional days may be granted in extenuating circumstances at the discretion of the Town Human Resources Director.

Funeral leave may be granted on the recommendation of the Facilities Director and the approval

of the Town's Executive Director 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 15

Military Leave

An employee hired prior to July 1 in a calendar 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 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 16

Leave 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. Upon written application, any Leave of Absence may be extended by the Human Resources Board for good cause, which is also not subject to grievance or arbitration. Any Leave of Absence over 30 calendar days, which has not been extended by the HR Board 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.

ARTICLE 17

Group Insurance

Employees covered by this Agreement shall be provided an opportunity to join the Town of Wellesley Group Insurance Plan. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the EMPLOYER and the insurance carrier.

ARTICLE 18

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, at the sole discretion of the Town, they 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 ARTICLE 12 Sick Leave, of this Agreement but total compensation may not exceed the employee's regular net pay.

ARTICLE 19

Safety

(a) The EMPLOYER shall from time to time make reasonable regulations for the safety and health of the employees during their hours of employment.

(b) After an employee's probationary period, full-time employees covered by this Agreement shall be issued required work uniforms consisting of any combination of shirts, trousers, and sweatshirts, up to eight (8) uniform articles per year, and otherwise at the discretion of the Director. One winter jacket will also be provided, or at the choice of the employee, a lightweight "spring" jacket to be available on the same replacement schedule as the winter jacket. Should such clothing become unserviceable through ordinary use of such garments as intended by the parties, it shall be replaced by the EMPLOYER in exchange for the worn garments. The Town agrees to phase out shirts with white underarm panels. Such clothing is and at all times shall remain the property of the Town of Wellesley and employees on termination of employment shall return all such items or make payment in lieu thereof. Full-time employees are eligible for a reimbursement for one or more work shoes in the fiscal year not to exceed Two-Hundred (\$200) dollars. Safety shoes must be purchased at a "shoe mobile" scheduled by the Town. These shoes must be worn at all times during work, unless an employee requests a reasonable accommodation if the shoes offered by the shoe mobile are not appropriate for medical reasons. Employees are encouraged to use the trial period offered by the shoe mobile during which shoes can be returned. Upon consultation with the Union, the Director of Facilities shall determine the appropriate work uniform, and such decision is not subject to the grievance procedure.

ARTICLE 20

Tuition Reimbursement

Upon recommendation by the Facilities Director and prior approval by the Human Resources Board, tuition reimbursement of up to an annual total of \$500 may be granted for training courses taken by staff which are essential to custodial or building maintenance services, provided financial resources are available.

ARTICLE 21

Seniority

(a) For the purposes of this ARTICLE, seniority shall be considered as the length of an employee's continuous full-time service, or in the case of part-time Custodians, equivalent full-time service working thirty (30) or more hours per week in the Town of Wellesley. Continuous service means the most recent period of unbroken service previously in the Wellesley Public Schools and currently in the Town, provided that authorized leaves 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. The first six (6) months of employment shall be considered a probationary period. No controversy covering the tenure of employment of a probationary employee shall be the matter of a grievance. However, nothing herein shall be deemed to be in conflict with any provisions of ARTICLE 21 of this Agreement.

For purposes of promotion and reduction in force, part-time custodians shall be credited with a full year of service for each school year of employment.

(b) For the purposes of this Agreement, the term "layoff" means a reduction in the number of employees in a given job title in the Town of Wellesley due to a lack of work or funds for the carrying out of any work project in such job title.

In the event of a layoff, the least senior employee in the job title affected by the layoff shall be laid off first. Previous non-consecutive years of service in the same or higher job title shall be included in such seniority calculation unless previous time in such job title ended voluntarily or due to disciplinary reasons. Probationary employees shall be laid off first unless there is no other employee having a seniority rating in such job 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 bargaining unit employees in the same or lower labor grade having less seniority, provided they are qualified and able in the opinion of the employer to do the work of the persons such laid-off employees seek to "bump." Employees must exercise the first opportunity to bump and must be willing to work the hours and schedule of the employee bumped or laid-off at the bumped employee's wage rate. In the event of a layoff or relocation to another building of a custodian who is split between two schools it will be considered to mean that the affected custodian shall have bumping rights according to the seniority clause of the contract. The custodian may elect to bump one of the two half building combinations. In no case may the custodian bump only half of a building combination.

Laid-off non-probationary employees shall have recall rights for a maximum period of two years. Non-probationary employees having less than two (2) years of service shall have recall rights for a maximum period of one (1) year. Non-probationary employees with 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 a job title, employees on layoff status from the job 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) working days following notice sent to them by the EMPLOYER by certified mail at their last known place of residence appearing on the records of the Town of Wellesley, shall have no further recall right. Such person exercising recall rights shall have two (2) additional working days to report to work.

In all 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.

(c) When a permanent vacancy occurs in a bargaining unit position, it shall be posted by the Town for a period of five (5) working days. If a bargaining unit employee applies for a vacant posted position, and meets the stated minimum qualifications and experience for the position they will be guaranteed an interview for the position. In filling a permanent vacancy in the bargaining unit, the Town shall consider all applications submitted both from within and outside the unit. Applicants shall be considered on the basis of multiple factors including but not limited to qualifications, such as past training, schooling, special certifications or licenses and other relevant qualifications for the position; prior work experience; job performance; evaluations; references; and interview. When in the sole judgment of the Town, all such factors are determined to be equal, the Town will give preference to an internal applicant over an external applicant for the position.

Probationary employees shall be ineligible to apply, but may be considered if there are no qualified applicants. Employees who have received a permanent shift or school/building change through the bid procedure shall be ineligible to bid on another shift or school/building change until after six (6) months of such permanent change and employees who have received a permanent classification change through the bid procedure shall be ineligible to bid until after twelve (12) months of such classification change. Any employee that has completed their 6-month probationary period may bid on a position in a higher job group at any time.

The employee to whom the position is awarded shall be permitted a seventy-five (75) calendar day break-in period in the new position. Should it be determined by the EMPLOYER in its sole discretion 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.

Where the term qualification is used herein, the EMPLOYER shall make the initial determination, which determination shall be subject to the grievance and arbitration provision contained in this Agreement.

(d) An employee shall lose their seniority for the following reasons:

1. Quits Town employment.
2. Is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. Is absent for five (5) consecutive working days without notifying the EMPLOYER. Exception may be made only with the consent of the EMPLOYER. After such absence, the EMPLOYER will send written notification to the employee at their last known address that they have lost their seniority, and that their employment has been terminated. If the disposition made of a complaint or a grievance arising out of such termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.
4. Does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions shall be made only with the consent of the EMPLOYER.

5. Failure to return from sick leave and leave of absence will be treated the same as number 3 above.

6. Retires.

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

(f) Before any individual is hired by the EMPLOYER, they 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. All applicants are also subject to a CORI check and, pursuant to state law, all current employees who work in school buildings shall also be subject to regular CORI checks.

ARTICLE 22

Classification and Rates of Pay

The hourly rates of pay for the following job classifications shall be as follows:

Effective July 1, 2023 – 4.0%

| Job Group | Job Title | Step 1 | Step2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------|---|---------|---------|---------|---------|---------|---------|
| 15 | Custodian | \$21.65 | \$22.63 | \$23.65 | \$24.74 | \$25.82 | \$26.99 |
| | | | | | | | |
| 17 | Head Custodian Night Supervisor | \$25.93 | \$27.07 | \$28.28 | \$29.55 | \$30.91 | \$32.28 |
| | | | | | | | |
| 18 | Inventory & Equipment Tech | \$26.98 | \$28.18 | \$29.45 | \$30.77 | \$32.20 | \$33.60 |
| | | | | | | | |
| 22 | Facility Supervisor | \$31.00 | \$32.75 | \$34.26 | \$35.04 | \$35.79 | \$36.59 |
| 23 | Electrician/ /Plumber/ / /HVAC Controls Tech/Mechanical Tech/Maintenance Craftsman | \$32.22 | \$33.79 | \$35.52 | \$37.25 | \$39.11 | \$41.08 |
| 24 | HVAC and BAC System Administrator | \$33.82 | \$35.48 | \$37.28 | \$39.11 | \$41.07 | \$43.13 |

Effective July 1, 2024 – 3.0%

| Job Group | Job Title | Step 1 | Step 2 | Step 3 | Step4 | Step 5 | Step 6 |
|-----------|--|---------|---------|---------|---------|---------|---------|
| 15 | Custodian | \$22.30 | \$23.31 | \$24.36 | \$25.48 | \$26.59 | \$27.80 |
| | | | | | | | |
| 17 | Head Custodian Night Supervisor | \$26.71 | \$27.88 | \$29.13 | \$30.44 | \$31.84 | \$33.25 |
| | | | | | | | |
| 18 | Inventory & Equipment Tech | \$27.79 | \$29.03 | \$30.33 | \$31.69 | \$33.17 | \$34.61 |
| | | | | | | | |
| 22 | Facility Supervisor | \$31.93 | \$33.73 | \$35.29 | \$36.09 | \$36.86 | \$37.69 |
| 23 | Electrician/RVAC/Plumber/ IHVAC Controls Tech/Mechanical Tech/Maintenance Craftsman | \$33.19 | \$34.80 | \$36.59 | \$38.37 | \$40.28 | \$42.31 |
| 24 | HVAC and BAC System Administrator | \$34.83 | \$36.54 | \$38.40 | \$40.28 | \$42.30 | \$44.42 |

Effective July 1, 2025 – 2.0%

| Job Group | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------|--|---------|---------|---------|---------|---------|---------|
| 15 | Custodian | \$22.75 | \$23.78 | \$24.85 | \$25.99 | \$27.12 | \$28.36 |
| | | | | | | | |
| 17 | Head Custodian Night Supervisor | \$27.24 | \$28.44 | \$29.71 | \$31.05 | \$32.48 | \$33.92 |
| | | | | | | | |
| 18 | Inventory & Equipment Tech | \$28.35 | \$29.61 | \$30.94 | \$32.32 | \$33.83 | \$35.30 |
| | | | | | | | |
| 22 | Facility Supervisor | \$32.57 | \$34.40 | \$36.00 | \$36.81 | \$37.60 | \$38.44 |
| 23 | Electrician/RVAC/Plumber/ /HVAC Controls Tech/Mechanical Tech/Maintenance Craftsman | \$33.85 | \$35.50 | \$37.32 | \$39.14 | \$41.09 | \$43.16 |
| 24 | HVAC and BAC System Administrator | \$35.53 | \$37.27 | \$39.17 | \$41.09 | \$43.15 | \$45.31 |

The hourly rate of pay for "overtime" work shall be one and one-half (1 1/2) times the hourly rate set forth herein except that for such work on Sunday said rate shall be two (2) times the rate set forth herein.

The anniversary date with respect to step increases for all employees hired after July 1, 2017 shall be calculated from the date of their first step increase.

The Town and the Union agree to eliminate any wage differentials for the position of Municipal Head Custodian by FY22.

(a) A new employee may be hired at any step of range of the classification for which the employee is hired. The employee may advance one step-rate at the end of their first six (6) months of employment on the recommendation of the Facilities Director or their designated representative and may advance one step annually thereafter until the maximum is reached. Part- time Custodians who have a satisfactory performance record shall be eligible for a step increase on the completion of the equivalent of one year of full-time service, but no more, until the maximum of the job is reached, on the recommendation of the Facilities Director or their designated representative.

(b) Should an employee be denied a step-rate increase upon the review of their performance by the Facilities Director or their designated representative, the employee shall be informed in writing of the reason or reasons for such denial.

(c) When an employee is promoted to a higher rated job, they shall enter at the minimum step rate of the job to which they are being promoted or to the step rate next above their own step rate, whichever is higher, but in any event such employee upon being transferred shall be placed on a step rate which will result in a minimum increase of twenty-five cents (\$.25) per hour. The employee may further receive a one-step rate increase, beyond the increase specified, upon the recommendation of the Department Head or their designated representative. When an employee is transferred to a lower rated job, they shall enter it at their own rate or at the maximum rate of the job, whichever is lower.

(d) Each employee's work performance and attendance record shall be reviewed with them at least once a year, such review to take place in May or June. Upon completion of such review, it shall be signed by the employee to indicate such review has taken place and by the employee's supervisor and forwarded to the Human Resources Department for inclusion in the employee's official personnel file. The TOWN and the UNION agree to update the performance review form. The TOWN will notify the UNION of any non-substantive changes to the form and engage in impact bargaining. Substantive change to the performance review form shall be bargained with the UNION.

(e) The Town shall create and maintain written job descriptions of the job or positions in the bargaining unit, describing the essential characteristics and general duties of the jobs. The descriptions shall not be interpreted as complete or limiting definitions of any job or position and employees shall continue in the future, as in the past, to perform the duties assigned by their supervisors, or other administrative authority. Whenever a new position is established, or the duties of an existing position are so changed that in effect a new position is created, the Town shall allocate such new

or changed position to its appropriate group. A copy of the description shall be forwarded to the President of the Custodians UNION.

(f) In the event an employee is temporarily assigned the duties of a higher rated position, they shall be paid for such temporary assignment at their own rate through the first two (2) consecutive workdays. On the third (3rd) consecutive workday, they shall receive the rate provided under section (c) above (Promotion) retroactive to the first day of the assignment.

(g) Effective July 1, 2023, employees who complete 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:

FY 24

| Service Period | Amount |
|-----------------------|---------------|
| 10 – 14 years | \$850 |
| 15 – 19 years | \$1,050 |
| 20 – 24 years | \$1,150 |
| 25 – 29 years | \$1,250 |
| 30 + years | \$1,350 |

FY 25

| Service Period | Amount |
|-----------------------|---------------|
| 10 – 14 years | \$950 |
| 15 – 19 years | \$1,150 |
| 20 – 24 years | \$1,250 |
| 25 – 29 years | \$1,350 |
| 30 + years | \$1,450 |

FY 26

| Service Period | Amount |
|-----------------------|---------------|
| 10 – 14 years | \$1,050 |
| 15 – 19 years | \$1,250 |
| 20 – 24 years | \$1,350 |
| 25 – 29 years | \$1,450 |
| 30 + years | \$1,550 |

In the event the employment of an employee entitled to such additional payment is terminated for any reason prior to payment, the additional pay will become due and payable on termination of employment.

(i) Wages shall be paid only by direct deposit to one or more banks or other financial institutions designated by the employee. Payroll remittance advices shall be delivered only by email.

ARTICLE 23

Posting of Notices

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 bulletin board. If the UNION desires to post notices within the Town of Wellesley, such notices shall be first submitted to the Department Manager for their approval. No change shall be made in such notice thereafter.

ARTICLE 24

Complaints and Grievances

A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, with aspects of their employment of working conditions, arising out of the terms and conditions of this Agreement. Such grievances relate to the interpretation, application of, or compliance with any of the provisions of this Agreement. Grievances of the employees shall be advanced to the EMPLOYER by the UNION.

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

1. The employee or the designated UNION official must notify their Department Head supervisor of the written grievance within five (5) working days after the occurrence of the matter which gave rise to the grievance. The grievance, signed by the aggrieved and the UNION official, must contain the following information:

- a. a statement of the grievance, including the specific article in the collective bargaining agreement that the employee claims was violated;
- b. a statement of the remedial action or relief sought;
- c. evidence (documentary) if available to support the grievance;
- d. a statement of the reasons why the aggrieved believes a remedy should be granted.

The aggrieved employee and a designated UNION official shall meet with the Facilities Director within five (5) days of the filing of the grievance with said Facilities Director. Said Facilities Director must make their decision on the grievance within five (5) days of such meeting with the aggrieved, unless it is mutually agreed by the participants that additional time to answer will be allowed.

2. Should the grievance remain unsettled after the meeting with the Facilities Director, a meeting with the Executive Director of General Government Services or their designee may be requested within ten (10) working days, otherwise the matter will be considered to be resolved. The Executive Director or authorized representative, the 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.

3. Should the grievance remain unsettled after the meeting with the Executive Director or authorized representative, either party may within thirty (30) days of such decision request arbitration of such grievance.

(b) 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.

(c) 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.

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

(e) 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. The Union shall similarly make available to the Employer, upon request, any documentation which the parties agree are pertinent to the arbitration and are not, in the opinion of the Union, of a confidential nature. Determinations of confidentiality must be for legitimate, non-arbitrary and non-capricious reasons.

(f) Each party shall bear the expense of preparing and presenting its own case. The costs, if any, of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

ARTICLE 25

Stability of Agreement

Both the Employer and the Union recognize and acknowledge that it is unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slow down, or withholding of services by employees.

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by employees.

The Union agrees that neither it or any of its officers or agents will indirectly call, institute, authorize, participate in, finance, sanction or ratify any such strike, work stoppage, slowdown or withholding of services. Should any employee or group of employees engage in, induce or encourage any strike, work stoppage, slowdown or

withholding of services, the union shall forthwith discourage such strike, work stoppage, slowdown or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Union shall immediately take all reasonable means to induce such employee or employees to terminate this strike, work stoppage, slowdown or withholding of services, and return to work forthwith.

ARTICLE 26

Legislation

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by existing or future laws and regulations or by an Executive Order having the effect of law, or should any provision of this Agreement be found in violation of any such laws or Executive Order 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 27

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 thereto 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 subjects 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 this carrying out of any provision thereof, 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 28

Agency Service Fee

Any custodial or maintenance employee who was subject to a contractual requirement prior to July 1, 2012 to remain a member in good standing of the Association or pay an agency service fee to the Association shall continue to be subject to those requirements. Any custodian or maintenance employee subject to the terms of this agreement hired on or after July 1, 2012 shall also be subject to this agency service fee requirement.

Any agency service fee may be deducted from the salaries of custodians from whom it is due pursuant to the same procedure that is set forth in Article 4(a) 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 Association. No custodian may be discharged or disciplined for failure to pay an agency service fee.

The Association shall indemnify the Town for any liability, exclusive of attorney's fees and related costs that it incurs as a result of having entered into or administering this agency service fee agreement.

ARTICLE 29

Mandatory Background Checks

The UNION agrees to comply with all TOWN and School policies and procedures relating to background checks, reported criminal violations, CORI (criminal offender record information) checks, SORI (sex offender registration information) checks, and SAFIS (statewide applicant fingerprint identification services) checks.

ARTICLE 30

Duration of Agreement

This agreement shall become effective July 1, 2023, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2026.

In witness thereof, the Employer has caused this instrument to be duly executed by its authorized designees and the Union acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized this 20th day of September, 2023.

Local 49, AFSCME Council 93

Select Board, Town of Wellesley

1 Jan Skinner
David A. Martin
Fred Lavoie

Lin M Olney
 Clinton E Anne
 Beth Sullivan Woods
 Thomas H Hegedus
 Ann-Mara S. Lays

SIDE LETTER

The purpose of this letter is to confirm the understanding and agreement between the Town of Wellesley and AFSCME Council 93, Local 49 concerning staffing impacts associated with the new DPW Facilities Supervisor position to begin on July 1, 2023.

The primary location for the new Facility Supervisor (FS) will be the DPW buildings at Municipal Way. The buildings that the FS shall have supervisory responsibility for include: DPW buildings at Municipal Way and RDF, Warren, Senior Center, Morses Pond Bathhouse and various smaller/prefab bathroom building structures at Hunnewell Field and Sprague Field. DPW custodial staff, Senior Center custodial staff and the Warren Head Custodian shall directly report to the FS. The incumbent Head Custodian at the DPW (Moises Burgos) has been awarded the FS position, and upon his start date in the new position, the Head Custodian position at the DPW will be eliminated as it will be replaced by the FS position.

The incumbent Head Custodian at the Warren (Alfred Martignetti) shall remain as a Job Group 17 Head Custodian with corresponding pay, and continue to supervise the Job Group 15 second shift custodian and part-time weekend custodian at Warren. Upon the incumbent's resignation, retirement or transfer to another position outside of the Warren, the Head Custodian position at Warren will be eliminated and replaced with a Job Group 15 custodian. At this point, the Facility Supervisor will directly supervise all custodians at the Warren.

For the Town:

For AFSCME Council 93, Local 49



Date:

6/27/23



Date:

6/28/23

SIDE LETTER

The purpose of this letter is to confirm the understanding and agreement between the Town of Wellesley and AFSCME Council 93, Local 49 concerning the addition of three (3) sick days to the Agreement.

Approval of Article 32 at the 2023 Annual Town Meeting increased the number of sick leave days in the Town's personnel policies for non-union employees from 12 days to 15 days, an increase of three (3) days. Tentative Agreements reached with the two AFSCME DPW units (Production and Supervisors) in July 2023 also included the three additional sick leave days. The AFSCME union representing FMD custodians and maintenance staff reached Tentative Agreement in January 2023, prior to both the 2023 Annual Town Meeting and prior to when the DPW units reached tentative agreement. As a result, the FMD contract does not include the additional three sick days that DPW and other non-union employees were given. This side letter is intended to provide equity by adding the three sick days to the FMD Agreement.

Article 12 (Sick Leave) of the Agreement shall be revised in part as indicated below to reflect the additional three sick days (changes in *bold italics*):

(a) During the first six months of employment, employees will only be granted sick leave at the discretion of the Facilities Director as described in section (b) below. Upon completion of six months of service, employees will accrue *one point two five (1.25)* days of sick leave for each full month of service completed thereafter. Such accrual will not include the probationary period.

All regular full-time employees who have completed at least one full year of service will be entitled to *fifteen (15)* days of sick leave each year, to be credited on July 1. Five (5) of these days can be used for family medical illness. Unused days shall accumulate from year to year up to a maximum of one hundred and fifty (150) days. Part-time Custodians who, at the beginning of the school year, have completed at least one (1) school year of service shall be granted a prorated allowance of sick leave with pay each school year. Sick leave shall be utilized in the following sequence: current year's allowance; accumulation; leave granted in accordance with sections (b) and (c) of this ARTICLE.

(b) The Facilities Director shall determine and grant what they consider to be the appropriate and reasonable allowance for the following period of continuous service:

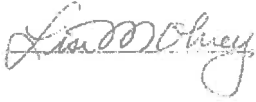
| <u>Service Period</u> | <u>Allowance</u> |
|-----------------------|------------------|
| less than 3 months | up to 5 days |
| 3 to 6 months | up to 10 days |
| 6 to 12 months | up to 15 days |
| 1 year or more | up to 30 days* |
| *per fiscal year | |

Part-time Custodians will receive a prorated share of sick days as determined by the Facilities Director.

For employees with one (1) year or more of continuous service said thirty (30) days includes the first *fifteen (15)* days provided for in section (a) of this .
ARTICLE.

For the Town:

For AFSCME Council 93, Local 49



Date: 8/23/23



Date: 8-16-2023

**Authorization for Payroll Deduction
Appendix A**

To: The Town of Wellesley

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 the ASSOCIATION and represents my ASSOCIATION 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 and Address

APPENDIX "B"

Examples/interpretative guidance of how vacation policy applies to new or recent hires.

Employees hired from January 1 through June 30 in a given year shall be credited with vacation time according to the following schedule:

| <u>Service period</u> | <u>Vacation time</u> |
|--|----------------------------------|
| Upon completion of six months of service | One week of vacation |
| Upon completion of one year of service | One additional week of vacation* |
| July 1 following completion of one year of service | Two weeks of vacation |

Employees hired from July 1 through December 31 in a given year shall be credited with vacation time according to the following schedule:

| <u>Service period</u> | <u>Vacation time</u> |
|--|---------------------------------|
| Upon completion of six months of service | One week of vacation* |
| July 1 following completion of six months of service | One additional week of vacation |
| Upon completion of one year of service | One additional week of vacation |
| July 1 following completion of one year of service | Two weeks of vacation |

*If the vacation week for the indicated level of service is credited in June, the employee may request that some or all of the time be carried over to the following vacation year, subject to the approval of the Facilities Director and the Director of Human Resources. This applies to employees hired in either June or December.