

**AGREEMENT BETWEEN
THE TOWN OF FOXBOROUGH
AND
THE FOXBOROUGH HIGHWAY AND WATER
EMPLOYEES UNION (AFSCME)**

JULY 1, 2014 TO JUNE 30, 2016

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AGREEMENT BETWEEN
THE TOWN OF FOXBOROUGH
AND
THE FOXBOROUGH HIGHWAY AND WATER
EMPLOYEES UNION (AFSCME)

The following contract shall be in effect from July 1, 2014 to and including June 30, 2016, except if a notation appears elsewhere in the Agreement, by and between, respectively, the Town of Foxborough, hereinafter referred to as the Town, and the employees of the Highway (including Equipment Maintenance), Tree and Park Department and Water/Sewer Department, represented by the Foxborough Highway and Water Employees Union, hereinafter referred to as the Union, and is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

The duration of this contract shall extend through June 30, 2016, and shall automatically remain in full force from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to Town Meeting or modify the Agreement. In the event notice is given, negotiations shall begin within twenty (20) days of said notice. This Agreement shall remain in full force and be effective during the period of negotiations until signing of a new agreement or until notice of termination of this Agreement is provided the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate the Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which will in any event not be before the expiration date of June 30, 2016.

ARTICLE I
RECOGNITION

The Board of Selectmen, acting for the Town, recognizes the Union as the exclusive bargaining agent for the following classifications within the Highway, Tree and Park Department and Water/Sewer Department: Laborer-Driver, Apprentice Mechanic, Equipment Operator, Heavy Equipment Operator, Equipment Mechanic, Working Supervisor - Highway Division, Working Supervisor - Tree and Park Division, Water Technician C, Water Technician B, Water Technician A, and Water Technician AA and no others. Job descriptions for these positions are on file in the Town Offices, but are not to be considered part of this contract.

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service to qualify for a new full allotment of vacation, will receive a prorated vacation amount based on the full months completed, i.e., 6/12, 10/12, etc. Unused vacation time, including time properly carried over from one year to another, shall be paid out to the employee upon the conclusion of employment with the town.

The years of service accumulated by an employee at the employee's anniversary date during the fiscal year shall determine the years of service for vacation according to the preceding schedule.

VACATION CARRYOVER

Employees shall be allowed to carry over up to two (2) weeks worth of vacation into the next fiscal year. This vacation carryover must be used within the fiscal year that it is carried forward to.

B. HOLIDAY PAY

1. Each employee will be entitled to twelve paid holidays per year. The designated holidays are:

Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, George Washington's Birthday, Patriot's Day, and Memorial Day.

2. Any employee whose services are required and works on any of the designated holidays shall receive additional compensation at the rate of two times the employee's straight time hourly earnings for each hour or portion thereof worked on the holiday or any overtime pay if applicable.
3. Whenever any of the eleven legal holidays fall on a Saturday, all employees regularly off duty on a Saturday shall be granted the previous Friday off. If the holiday falls on a Sunday, it will be celebrated on the following Monday. If any employee is required to work on a Friday or a Monday as defined in this paragraph, the employee shall be granted compensation as defined in Paragraph 2 above.
4. When a holiday falls within a vacation period it shall be granted as a holiday and the employee shall be entitled to an additional days vacation leave.
5. Each employee shall receive the twelve designated holidays in this section, or its equivalent, if employed during the week in which any of the holidays occur.

ARTICLE I (A)
AFFIRMATIVE ACTION

The Town of Foxborough is committed to provide equal employment opportunities to all candidates for employment or appointment. The appointing authority shall administer working conditions, benefits, recruiting, hiring, training, advancement, upgrading, promotion, transfer and termination of employment for all employees without regard to race, creed, religion, color, national origin, sex or age and shall base all such decisions on the individual's qualifications and ability to perform the work assigned.

ARTICLE II
NO STRIKE CLAUSE

The Union covered by the terms of this contract, on its own behalf, and behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement, it will not authorize, approve, participate or in any way encourage any strike, work stoppage or slowdown, or withhold any service, including extra hour service, from the employer - the Town.

ARTICLE III
FRINGE BENEFITS

A. VACATIONS

Vacations shall be granted on completed years as follows:

<u>YEAR</u>	<u>VACATION DAYS</u>	<u>YEAR</u>	<u>VACATION DAYS</u>
1	10	8	18
2	10	9	19
3	10	10	20
4	10	12	21
5	15	14	22
6	16	16	23
7	17	18	24
		20 or more	25

An employee in the first year of employment shall not be credited with any vacation until the employee has successfully completed the 6 month probationary period, at which time the employee will be entitled to 5 vacation days. The first year employee will receive an additional 5 vacation days upon completion of a full 12 months of service. After the first year, an employee who fails to complete the full 12 months of

that approved extended absence and has returned to work for at least 10 consecutive days following the exhaustion of all accrued sick leave.

C.1 SICK LEAVE INCENTIVE

After an employee's probationary period has expired and when an employee has completed a ten (10) week period without using any of their sick leave credits, the Town will reward the employee with an additional \$15.00 per week. The \$15.00 reward will continue on a weekly basis until the employee uses a sick leave credit. At that time the employee is no longer eligible for the reward and must complete another ten (10) week period to again become eligible for the sick leave incentive reward. These bonus payments would be made on a weekly basis.

Absence from duty due to an injury on the job will not count as sick leave.

D. LONGEVITY PAY

Longevity pay shall be payable annually to all full time permanent employees whose service has been uninterrupted as follows:

<u>After Completion of:</u>	<u>Amt. Paid</u>	<u>After Completion of:</u>	<u>Amt. Paid</u>
5 years	350.00	15 years	850.00
6	375.00	16	850.00
7	425.00	17	850.00
8	450.00	18	850.00
9	500.00	19	1050.00
10	550.00	20	1050.00
11	600.00	21	1050.00
12	650.00	22	1050.00
13	700.00	23	1050.00
14	750.00	24 or more	1250.00

Payment shall be made during the pay period in which the employee reaches the anniversary date of their full time employment with the Town, including the employee's probationary service period. It shall be subject to a retirement deduction and, for the purposes of computation of a retirement allowance, shall be considered as salary or wages. Employees must be employed by the Town at the date of payment.

E. INSURANCE COVERAGE

6. When a holiday falls within a sick leave period, it shall be granted as a holiday and no charge made to the employee's sick leave credits.
7. Whenever an additional holiday is granted to other groups of employees under the supervision of the Town Manager, it shall also apply to employees covered by this contract.

C. SICK LEAVE PAY

1. After completion of the employee's six months probationary period, sick leave shall be granted at one and one half days per month for each full month of employment, and shall be accumulated to 420 working days.
2. At the end of the six month probationary period, an employee shall be granted nine days for the six months service.
3. Paid sick leave shall be granted at straight time and shall begin with the first day of illness.
4. Vacation time, Personal leave and Sick leave will be taken in no less than one-hour increments and thereafter in one-hour increments. This time will be deducted from any accumulated Sick, Personal or Vacation credits.
5. After one year of service, an employee may be granted up to seven (7) days per calendar year from the employee's accrued sick leave to provide required care for a permanent member of the employee's immediate household who is ill.
6. An employee's appointive or administrative authority may require a physician's certificate covering the period of absence from work due to illness.

With advance notice and approval of the Division Superintendent and only if the appointment cannot be scheduled outside of work hours, accrued sick leave may be allowed to attend physician (health care professional) appointments. To the extent that the employee is allowed sick leave to attend the appointment, the employee shall return to work after the appointment is over.

7. Once during employment with the town, an employee shall be credited with 5 sick days under the following conditions: The employee has completed at least one year of employment, has been on an approved absences from work for extended illness, has exhausted all accrued sick leave of any type while on

H. MILITARY LEAVE

Any employee who is a member of the National Guard, or any component of the United States Reserves, shall be paid the difference between the employee's regular pay at straight time (40 hour week) and the employee's serviceman's pay for training or emergency duty, not to exceed seventeen days in any one year.

Any employee who is drafted or enlists in the Armed Services of the United States during any war time emergency shall be granted Military Leave. Within 60 days of the employee's release from duty the employee shall be reinstated, if the employee so desires, to the same or a comparable position. The employee shall be given the benefits of all increased rates of pay, sick leave, and vacation status as if service had been continuous and uninterrupted.

I. COURT LEAVE

Any employee called for jury duty shall be paid the difference between the employee's regular pay for a normal work week and the compensation received by the employee as juror, excluding travel allowance. An employee summoned as a witness on behalf of the Town shall be granted leave and paid the difference between the employee's regular pay and the employee's witness fees, exclusive of travel allowance. An employee serving on jury duty shall not be called in to work in any capacity except in case of emergency declared by the Town Manager.

J. CALL BACK PAY

When an employee covered by this contract is requested to return to work after completing or before the start of the employee's normal work day, the employee shall be compensated for a minimum of four hours work.

K. TERMINATION PAY

Termination pay shall be granted to any permanent employee covered by this contract upon separation of service by death or injury/illness. Said pay shall include prorated longevity and unused vacation. Payments shall be made on the same prorated basis to the beneficiary if separation is by death.

L. DEATH LEAVE

A leave of absence with pay calculated at straight time hourly earnings not to exceed three (3) days shall be granted in the case of death in the employee's immediate family, that is: spouse, child, legal ward, parents, sister or brother, grandparents, or member of the immediate household or spouse's immediate family.

Notwithstanding any other provision of this contract, including without limitation those related to health insurance, the Union acknowledges that the Town has the right to make changes to health insurance under the provisions of Ch. 69 in the Acts of 2011, amending M.G.L. c.32B (the Health Insurance Reform Statute), or if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.

Effective September 1, 2013 the Blue Choice POS Plan will no longer be available, and the Town reserves the right to add plans to the current menu of options.

The Town's inclusion of the health insurance items above as "proposals" in successor contract negotiations is to provide information and clarification. The Town's willingness to discuss and/or bargain about these matters is not a concession of any limitations on the Town's rights to implement, without bargaining or agreement, anything covered by these items. These items are presented with the express condition that they cannot be used to prejudice the Town's position in any pending or future matter.

F. PERSONAL LEAVE

Four days shall be granted each fiscal year to each permanent employee after the probationary period. These shall not be accumulative nor any monetary value placed upon days not taken. These shall be granted with the approval of the department head.

G. INJURY SUSTAINED IN THE COURSE OF EMPLOYMENT

Any employee covered by this contract who is incapacitated by reason of an injury sustained in the course of and arising out of employment by the Town shall not receive workers compensation until the employee has been out for more than 5 days, but the employee may use accrued sick leave for those first 5 days. If the employee qualifies for workers compensation and the injury causes an absence of more than 5 days, the employee's 5 sick days will be restored. At the employee's option, the employee will be allowed to supplement the employee's WCA wage indemnity with any accrued sick leave to result in the employee receiving his full regular weekly salary, provided; however, that the use of sick leave for this purpose shall not disqualify any employee who otherwise qualifies for sick leave incentive pay.

In order to be covered by the above paragraph, notification must be made in writing to the Superintendent of the department. If written notification cannot be given within 24 hours after the incident, verbal notice shall suffice until the written notice is filed. The Superintendent of the department shall make whatever investigation is necessary and shall record his findings.

Water/Sewer Department Employees shall be eligible for Snow and Ice Control as the need arises. This availability shall not interfere with Water Department weekend duty or emergency Water Department work.

O. WORK RELATED LICENSES

A B CDL license is required for the following classifications:

- a) Laborer-Driver
- b) Mechanic Apprentice
- c) Equipment Operator
- d) Heavy Equipment Operator
- e) Equipment Mechanic
- f) Working Supervisor
- g) Water Technician - B
- h) Water Technician - A
- i) Water Technician - AA

The Town shall reimburse employees for work related licenses for all job classifications, except the B Commercial Drivers license (B CDL), which the employee must obtain consistent with employment requirements. The Town shall provide vehicles to employees whom the Town requires to obtain such a license provided the Town needn't rent such a vehicle. Also, the Town will bear the cost of a Department of Transportation (DOT) physical required to maintain the B CDL license. The physical shall be taken at a state-approved facility designated by the Town. All B CDL licensed drivers will be subject to random alcohol/drug testing as described by the Town of Foxborough policy and which is required by the Federal Department of Transportation regulations.

THE FOLLOWING COMPENSATION SHALL BECOME EFFECTIVE 7/1/12:

One (1) employee with a Welder's Certification will be compensated \$1,050 per year (payable on July 1st).

Three (3) employees with a Commonwealth of Massachusetts Pesticide Applicators License will be compensated \$450 per year each (payable on July 1st).

Effective October 1, 2010, an additional employee from Tree & Parks—or Highway if a Tree & Park employee does not qualify by July 1, 2011—unless it is not possible to qualify by that date—will be eligible for the pesticide license stipend. The stipend

M. WORK CLOTHES AND SHOES

1. Effective July 1, 2011, each employee will be provided with a clean pair of work pants for each day of work, i.e. an initial allotment of 11 pairs of pants. Any employee working in the classification of equipment mechanic will be provided with 3 clear jackets. In addition, each employee shall receive a summer issue of five (5) pocketed T-shirts with no limit on replacement, to be replaced upon receipt of a worn one by the employer, and two (2) pairs of purchased coveralls one insulated and one not insulated, which each employee will be obligated to clean, and which shall be replaced when a pair is no longer functional. Also two (2) sweatshirts with Town logos to each employee, either hooded or non-hooded in a safety color will also be provided. A union representative shall have an opportunity to consult with the Highway and Water Managers before the DPW Director makes a final decision on the design of the summer T-shirts described above, but the employees shall have the option of ordering a sleeveless shirt. Each employee shall receive one (1) three season jacket every other year. If, in the discretion of the DPW Director, the condition of the jacket makes it no longer useful because of its use at work, a replacement jacket may be provided.
2. Effective July 1, 2015 the town shall reimburse each employee up to \$475 for the purchase of or reconditioning (laces, insoles, mink oil, shoe brushes, replacement heels or soles) of work and or safety shoes and socks, upon the submittal of a purchase receipt signed by the DPW Director or, at the DPW Director's discretion, by establishing an account for employees at a boot supplier. The employee can determine where to make the purchase. The Union and the individual will hold the Town harmless for any injury occurring as a result of not wearing safety shoes.
3. Gloves shall be supplied, suitable to the season and job, at no cost to the employee, upon the receipt of a worn pair by the employer.
4. Employees issued uniforms and reimbursed for work shoes are required to wear them during work time.
5. The Town will ensure that it has sufficient foul weather gear on hand at all times to supply all employees with original issue or replacement gear as needed and determined by the DPW Director or his designee.

N. SNOW AND ICE CONTROL

There shall be no lost wages for time taken for meals during snow and ice control work provided such meal time is taken in accordance with department regulations.

It is to be understood that the payment of any amount under this rule will not change the employee's pension benefit.

Any employee, whose service with the Town is involuntarily terminated, shall not be entitled to any compensation in lieu of accumulated sick leave credits.

T. NIGHT SHIFT DIFFERENTIAL

Employees regularly assigned to the second and third shift shall receive the following night shift differential payments per week.

Effective July 1, 1988 - \$16.00

U. PRESCRIPTION EYEWEAR

Provided it is not caused by the employee's negligence or covered by insurance, no more than once every 12 months, the Town shall pay the cost, up to \$175, of repairing or replacing any prescription eyewear that is damaged or destroyed as a result of an employee performing work duties.

V. ROTATING ROSTER

A rotating roster shall be posted for callback and shall be available to all employees covered by this contract. One list will be created and maintained by management for scheduled and emergency overtime.

A rotating roster for the Water and Sewer Department shall be posted for callback and shall be available to all employees of the Water and Sewer Department. One list will be created and maintained by management for scheduled and emergency overtime.

An employee may give notification in writing that the employee wishes to be deleted from the overtime schedule for any period.

An employee may be reinstated to the roster by giving notice in writing and the employee shall resume their place on the roster.

The roster shall be kept current and shall be posted on an Employee Bulletin Board. All employees shall have available to them their standing on the roster.

The DPW Director or his designee shall select the first employee for call back from the rotating roster in the job classification for the type of service required. The second and any subsequent employee selected shall be the next in the rotation. After canvassing the roster in the proper job classification and no employee has

will be prorated based on when the employee presents documentation of the license.

O.2 All Water Department employees obtaining a Commonwealth of Massachusetts Water and/or Treatment Operators License granted and issued by the Commonwealth of Massachusetts, Board of Certification of Drinking Water Supply Facilities shall be compensated under the following licensed grade structure as incorporated into Article IV Compensation.

The Town shall reimburse employees for these work related licenses and shall bear the cost of renewal designated by the Commonwealth of Massachusetts.

P. CAREER INCENTIVE PAY

If an employee wishes to pursue further education, which is related to the employee's work and which will benefit the Town, the employee may do so, upon recommendation of the DPW Director or his designee, and approval by the Board of Selectmen or their Agent. All costs of such courses shall be borne by the Town.

Q. POSTING

The Town shall post, on January 1, April 1, July 1 and October 1 of each calendar year, in a place accessible to the employees at the Highway, Tree and Park Department offices and the Water Department, the current status for sick leave, vacation leave, and personal leave of each employee as of the posting date.

The Town shall post openings in Town positions in the Highway and Water Department Buildings.

R. MECHANIC'S TOOLS

Effective July 1, 2015, each Equipment Mechanic shall receive a tool allowance of \$525.00 per year. This allowance shall be paid on July 1st of each year.

S. SICK LEAVE BUY BACK

Employees who are eligible to retire from the Town of Foxborough after continuous employment shall be paid a percentage of the value of their unused sick leave, not to exceed 420 working days, at the time of retirement as follows:

- 10 years - 15%
- 15 years - 20%
- 20 years - 25%

the circumstances outlined below. Employees may take leave for the following reasons:

Birth of the employee's child or placement of a child with the employee through adoption or foster care;

The employee is needed to care for a child, spouse, or parent who has a serious health condition; or,

The employee is unable to perform the functions of his or her position because of a serious health condition.

"Serious health condition" is defined by law and refers to in-patient care, and in some instances out-patient care, by a medical provider.

2. Use Paid Leave First. At the employee's or Town's option, employees may be required to use certain types of accrued or available paid leave first, as part of the twelve weeks of FMLA leave, before commencing the unpaid portion of the leave. Employees who take leave because of the birth, or placement of a child or to care for an ill spouse, parent or child must first use all accrued vacation and personal time, in that order. Employees who take leave because of their own serious illness must use all accrued sick, personal and vacation time, in that order.
3. Eligibility. 1250 hours in previous 12 months. To be eligible for leave under this policy an employee must have been employed by the Town for at least twelve months, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.
4. Conditions.

Twelve Weeks. Employees may take no more than twelve weeks of leave in a twelve month period. The twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child or care of a sick parent.

Notice. Employees wishing to take FMLA leave must give 30 days notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances. Employees must schedule planned medical treatments with due regard for the Town's operational needs.

been selected for the particular assignment, he may select from another classification to cover the specific emergency.

More than one employee can be called back for the same job if the Director or his designee determines that employee safety requires it.

It is the obligation of the employee wishing to be considered for overtime on the roster to provide the management with a telephone number at which the employee can be reached in case of need.

1. **SCHEDULED OVERTIME** Subject to the other provisions of this section, the DPW Director or his designee shall implement a procedure to provide relatively equal opportunities for qualified employees to work scheduled overtime, work for other Town Departments and paid details. The Department will keep records of how this work is distributed. The records shall be available upon request to a representative of the Union.

- a. **Work for other Town Departments outside of regular work hours:**

Employees may perform work for other Town Departments outside of regular work hours, including without limitation the School and Recreation Departments, but this shall not make it bargaining unit work. If the other Town Department offers it to employees of the Foxborough Department of Public Works, then it must be distributed in accordance with the overtime provisions of this contract. However, the Town Department offering the work is always free to have the work done by someone other than the employees of the DPW.

Notwithstanding the other provisions of this section, management will have the right to mandate overtime in emergency situations after reasonable attempts to contact employees to get them to report voluntarily. The mandate shall be implemented in the order of inverse seniority within the classification needed.

Notwithstanding the other provisions of this section, management will continue to make the determination as to whether a supervisor(s) from outside of the bargaining unit shall be assigned to a call back job in addition to any member(s) of the bargaining unit. In addition, management may assign a supervisor to address an emergency situation where a member of the bargaining unit is not immediately available.

W. FAMILY & MEDICAL LEAVE:

1. Purpose. The Family and Medical Leave Act ("FMLA") of 1993 allows eligible employees twelve (12) weeks of unpaid leave ("FMLA Leave") per year under

to make arrangements. Employees may be required to provide a medical opinion from a physician certifying their fitness for duty. The Town reserves the right to send an employee to the Town physician(s) for additional medical opinions regarding the employee's fitness to return to work.

10. Procedural Requirements. Employees requesting an FMLA Leave must submit the request in writing to their Department Head, who shall forward the request to the Town Manager. Requests should be made 30 days in advance of the commencement of the leave, but in any event, as soon as practicable. Within fifteen days from the request, the employee must submit a completed Certification (above) from the employee's physician.

X. WORKING OUT OF CLASSIFICATION

When a Working Supervisor is absent due to sickness, Workers' Compensation or vacation for any 8 hour period of time, the DPW Director or his designee may fill the Working Supervisor position with another employee within that division that he feels is appropriate for that position until such time the Working Supervisor returns. This employee will be paid at a rate of \$1.50 per hour more than their hourly rate for the time they are filling in for the Working Supervisor beginning with the first (3) days of absence and thereafter \$2.50 per hour but the employee must work consecutive days/shifts.

5. Certification. Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require additional medical opinions and periodic re-certification at its own expense.

6. Intermittent or Reduced Schedule Leave. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the Town may require the employee to transfer temporarily to a position, with equivalent compensation, which better accommodates recurring periods of absence or a part-time schedule.

7. Benefits.

Health Coverage. Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

Other Benefits. Benefits based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence. Employees do not accrue sick, vacation or personal time while on leave.

8. Sick Leave, Workers Compensation Leave, or Other Absences. Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide to the Town the information and certifications required by this policy. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy.

9. Return to Work. Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact the personnel department and their supervisors at least two weeks before their return date

Water Technician I – temporary status due to no treatment of Distribution license at time of hire: Must obtain and maintain T1 or D1 Operator License within 18 (eighteen) months of hiring date as a condition of continued employment and move up to Water Technician II.

Water Technician II – Water Technician II who has obtained and maintained T1 or D1 license.

Water Technician III – Water Technician who has obtained and maintained T1 and D2 license.

Water Technician IV – Water Technician who has obtained and maintained T1 and D3 license.

Subject to the Town's determination of the number of backhoe licenses needed in the Water Division, the stipend for a backhoe license in the Water Division shall be \$20 per week. Those Water Division employees currently receiving compensation for backhoe licenses will be eligible for the stipend as long as they maintain the license.

Subject to the Town's determination of the number of backflow licenses needed in the Water Division, the stipend for a backflow license in the water division shall be \$20 per week. Those Water Division employees currently receiving compensation for backflow licenses will be eligible for the stipend as long as they maintain the license.

The backhoe and backflow stipends shall be included in the calculation of the employee's overtime rate.

When an employee is reclassified, the employee will move to the step value closest to their current step value, within the new classification, without going below their current value.

ADVANCEMENT IN SALARY PLAN

1. **Annual Step Advancement:** No more than once every 12 months, the DPW Director shall consider an employee for advancement of one step on the salary plan based upon the employee's competence and years of service. In the event that an employee is not recommended for advancement, the employee shall be provided with the reasons therefor, and a recommendation made for improvement. The employee's performance will be reviewed within six months, and if not then recommended, the employee shall have the right to appeal to the Town Manager or his designee. The Town Manager or his designee shall then review the employee's work record, and confer with the Director, and the Town Manager or his designee shall render a final decision.
2. **Change in Classification:** An opportunity to change into a different job classification will be available when the Town decides to fill a position. The vacancy will be posted for at least 14 calendar days. Town will make the final decision as to who fills the position.

**ARTICLE IV
COMPENSATION**

The following wage rates shall be paid to employees covered by this contract for a five day - 40 hour – week.

Effective July 1, 2015								
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Laborer-Driver	\$16.74	\$17.54	\$18.40	\$19.43	\$20.26	\$21.23	\$21.83	\$22.38
Apprentice Mechanic	\$669.60	\$701.60	\$736.00	\$777.20	\$810.40	\$849.20	\$873.20	\$895.20
Equipment Operator	\$17.86	\$18.76	\$19.72	\$20.71	\$21.80	\$22.59	\$23.28	\$23.86
	\$714.40	\$750.40	\$788.80	\$828.40	\$872.00	\$903.60	\$931.20	\$954.40
Heavy Equipment Operator	\$19.15	\$20.07	\$21.29	\$22.37	\$23.76	\$24.51	\$25.27	\$25.90
	\$766.00	\$802.80	\$851.60	\$894.80	\$950.40	\$980.40	\$1,010.80	\$1,036.00
Equipment Mechanic	\$19.97	\$20.84	\$21.95	\$23.04	\$24.20	\$25.27	\$26.02	\$26.67
	\$798.80	\$833.60	\$878.00	\$921.60	\$968.00	\$1,010.80	\$1,040.80	\$1,066.80
Working Supervisor - Highway	\$23.22	\$24.33	\$25.51	\$26.66	\$27.62	\$28.80	\$29.67	\$30.41
	\$928.80	\$973.20	\$1,020.40	\$1,066.40	\$1,104.80	\$1,152.00	\$1,186.80	\$1,216.40
Working Supervisor - Tree & Park	\$23.22	\$24.33	\$25.51	\$26.66	\$27.62	\$28.80	\$29.67	\$30.41
	\$928.80	\$973.20	\$1,020.40	\$1,066.40	\$1,104.80	\$1,152.00	\$1,186.80	\$1,216.40
Water Technician I	\$17.49	\$18.31	\$19.90	\$20.57	\$21.79	\$22.91	\$23.57	\$24.19
	\$699.60	\$732.40	\$796.00	\$822.80	\$871.60	\$916.40	\$942.80	\$967.60
Water Technician II (D1 or T1)	\$17.82	\$18.74	\$20.05	\$20.89	\$22.15	\$23.28	\$23.97	\$24.58
	\$712.80	\$749.60	\$802.00	\$835.60	\$886.00	\$931.20	\$958.80	\$983.20
Water Technician III (D2 and T1)	\$19.31	\$20.57	\$21.73	\$22.79	\$24.23	\$25.18	\$25.96	\$26.61
	\$772.40	\$822.80	\$869.20	\$911.60	\$969.20	\$1,007.20	\$1,038.40	\$1,064.40
Water Technician IV (D3 and T1)	\$19.83	\$21.30	\$22.30	\$23.34	\$24.75	\$25.70	\$26.54	\$27.05
	\$793.20	\$852.00	\$892.00	\$933.60	\$990.00	\$1,028.00	\$1,061.60	\$1,082.00

The current practice of paying 1.5 times the employee's regular rate for the Gillette Stadium water detail, as agreed between the Town and the Stadium, shall remain in effect.

WEEKEND DUTY

1. DUTIES:

Basic check in morning to change charts at Stations, record precipitation and weather reports, fill chemical feeders, maintain pumping and be available for other calls as required from 4:00 p.m. Friday to 7:00 a.m. Monday morning.

PAY POLICY

WEEKEND DUTY: WATER DEPARTMENT

Effective January 1, 2014, the on-call pay will increase to 17 (seventeen) hours straight time per weekend. The remainder of the duties performed above as part of weekend duty shall be compensated at time and one half for all hours actually worked on Saturday and double time for all hours worked on Sunday. Absent extraordinary circumstances, it is anticipated that the amount of work necessary to perform the usual station checks shall be between four (4) and five (5) hours per weekend.

2. ADDITIONAL CALLS:

Any call back, other than station checks to maintain pumping shall be paid as follows:

- A. **Saturday Call Back** - First hour or fraction thereof will be paid at double time, and each additional consecutive hour will be paid at time and one half.
- B. **Sunday Call Back** - First hour or fraction thereof will be paid at double time, and each additional consecutive hour will be paid at double time.

After completion of an overnight emergency operation that continues into the regular workday, any employee who assisted in that operation shall be given an assignment, for a minimum period of two (2) hours that does not involve the operation of motor equipment.

3. HOLIDAY WEEKENDS:

Basic check in morning to change charts at Stations, record precipitation and weather reports, fill chemical feeders, maintain pumping and be available for other calls as required from 7:30 a.m. on the Holiday to 7:30 a.m. the next day.

PAY POLICY

The payroll shall consist of fourteen (14) days commencing at 00:00 hours Sunday morning. Employees will be paid on a bi-weekly basis.

The normal work schedule is defined as five (5) eight (8) hour days from 7:30 a.m. to 4:00 p.m., Monday through Friday, and shall be compensated at straight time hourly rate. A mechanic shall work from 3:00 p.m. to 11:30 p.m., or 6:30 a.m. to 3:00 p.m., Monday through Friday.

For those positions eligible for the summer schedule, the regular work schedule from May 1 to October 1 shall be 6:30 a.m. – 4:00 p.m. Monday through Thursday and 6:30 a.m. – 10:30 a.m. Friday. Only hours after 4:00 p.m. Monday through Thursday and after 10:30 a.m. Friday will count for the purposes of overtime pay. With the approval of the DPW Director, an employee who would otherwise be placed on the summer schedule may work a 6:30 a.m. – 3:00 p.m. schedule Monday through Friday.

Overtime, at 1-1/2 times the straight time hourly rate, shall be paid for hours worked in excess of the employees regularly scheduled eight hours in any work day or forty hours in any work week, whichever is greater without duplication. In lieu of overtime pay, an employee can choose to receive compensatory time (1.5 times the overtime hours worked) up to a maximum of 100 compensatory hours per fiscal year. With advance permission of the DPW Director or his designee, an employee can exceed the maximum. With advance notice to and permission of the DPW Director or his designee, which shall not be unreasonably withheld, an employee can use accrued compensatory time but all compensatory time must be used in the fiscal year that it is accrued. Compensatory time shall not be available in lieu of overtime pay when the town is eligible to receive a reimbursement for the overtime expense. Effective July 1, 2014, no compensatory time will be available for a holiday that occurs on an employee's weekend duty.

In the event that continuous hours worked is in excess of sixteen (16) hours, the employee shall be compensated at two (2) times the straight time hourly rate for hours worked in excess of 16 hours. Effective July 1, 2015 an authorized unpaid break from work of up to 3 hours will not mean a break in the calculation of continuous hours, but the break period will not count as hours worked.

Employees on a normal work schedule shall be compensated at two (2) times the straight time hourly rate worked on Sundays and Holidays.

A 48 hour notice shall be required for planned overtime unless the Town and Union employee(s) agree.

In the event a reduction in force is not in inverse order of seniority, a terminated employee shall be supplied with written documentation for the reasons of their termination.

ARTICLE VI
DISCIPLINARY ACTION

No permanent employee covered by this contract shall be discharged, lowered in rank, or suspended, except for just cause. An employee may have the right to have a representative present in the employee's behalf at any hearing where the employee's job is in jeopardy.

ARTICLE VII
GRIEVANCE PROCEDURE

A grievance, which is a dispute which may arise between the employee(s) or the Union covered by this contract and the Town concerning the application of, meaning of, or interpretation of this contract, shall be resolved in the following manner:

1. The aggrieved employee shall present the matter informally to the employee's supervisor or the supervisor's designee for adjustment within ten (10) working days of the occurrence of the incident on which the grievance is based. Any grievance not timely presented at this or any other step of this procedure shall be null and void.
2. If the grievance is not resolved in Step 1 and the employee or the Union want to pursue it, it shall be reduced to writing and presented to the DPW Director within 20 days of the occurrence or incident upon which the grievance is based. The DPW Director or, in his absence, his representative, shall meet with the aggrieved employee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance in writing within twenty-four (24) hours after the meeting.
3. If the grievance is not resolved in Step 2, the aggrieved employee may refer the complaint to the Town Manager or his designee within five (5) days from the receipt of the Step 2 answer, exclusive of Saturdays, Sundays, and holidays. The Town Manager or his designee shall meet with the aggrieved employee within twenty-one (21) days to discuss the grievance, and will answer the grievance in writing within twenty-four (24) hours after the meeting ends.
4. (a) If the Union is not satisfied with the disposition of the grievance at the Town Manager step, the Union has 30 days to submit the grievance to arbitration.

(b) Within twenty-five (25) days after such written notice of submission to arbitration, the Town Manager or his designee and the Union will agree upon a mutually acceptable arbitrator and will obtain a commitment for said arbitrator to serve. If

The pay for being available for other calls (on-call pay) shall be eight (8) hours straight time pay per holiday. Duties performed as listed above and beyond those listed above shall be compensated at the applicable overtime rate.

WEEKEND DUTY: HIGHWAY DEPARTMENT

Starting November 15th through April 1st, no less than three (3) employees shall be available for weekend duty for snow and ice control. The weekend duty shall be from 4:00pm Friday through 7:30am Monday. The compensation for weekend duty shall be \$250 paid in the following manner:

4:00pm Friday through Midnight Saturday: \$125
12:01am Sunday through 7:30am Monday: \$125

If it is a holiday weekend, then an additional \$125 shall be paid for the holiday.

A rotating roster of qualified employees shall be maintained by the DPW Director or his designee.

The Union and the Town agree that the weekend duty is imperative for proper coverage and protection of the community during emergency conditions and employees on the roster must be available for call backs, unless a personal emergency occurs. Employees that will not be available for their weekend duty may request to be removed from the roster in advance of the weekend subject to approval by the DPW Director or his designee. Increase in pay for weekend duty will be retroactive to January 1, 2014.

ARTICLE V
SENIORITY

Seniority shall be based upon continuous and uninterrupted service in the Department. Seniority shall apply to all fringe benefits if applicable.

REDUCTION IN FORCE

In the event that, for reasons of economy, it becomes necessary for the Town of Foxborough to reduce the number of employees under the Foxborough Highway and Water Employees Union Contract, the Town of Foxborough, in determining which of its employees are to be terminated, will take into consideration the qualifications of such employees, the quality of their past performance and their seniority as employees of the Town of Foxborough. Where, in the opinion of the appointing authority, the qualifications and quality of performance of employees are substantially equal, employees will be terminated in the order of reverse seniority as employees of the department.

The committee shall meet bi-monthly and within five days of written notification from either the Town Manager or his designee or President of the Union. The notification shall include the purpose of the meeting and specifics of the topics for consideration. Meetings may also be canceled by mutual agreement.

Understandings and recommendations reached as a result of the meeting shall be issued to committee members and the Town Manager or his designee as a record of the contract and safety interpretations.

B. JOB ORIENTED INSTRUCTION

Whenever possible, an employee shall have an opportunity to better himself with respect to job oriented instruction. Both the Town and employees shall cooperate to accomplish this objective to the benefit of both parties.

C. CHECK-OFF

Any employee who receives all of the benefits from this contract shall have an administrative fee equal to the amount paid for Union dues deducted from their wages by the Town Treasurer.

In the event the employee no longer receives all the benefits of this contract the administrative fee will be waived.

Those wishing to join the Union may do so upon written notification signed by both the employee and the Treasurer of the Union. This notification will be forwarded to the Town Treasurer and deducted from the employee's wages.

Those employees wishing to cease their Union affiliation may do so upon written notification signed by the employee and the Treasurer of the Union. Upon ceasing their Union affiliation the employee will be subject to the administrative fee.

Deductions for the administrative fee and the Union dues shall be deducted each pay period.

The Town shall not be responsible for any action taken by the employee with regard to the above portion.

D. SAFETY ORIENTATION

Whenever an employee is designated to operate equipment which is foreign to the employee's experience and knowledge, the employee shall receive a safety orientation for proper operation of the equipment. The instructor may be a member of the department or any qualified individual who is capable of properly instructing the employee.

the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party, from which an arbitrator will be selected. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and arbitration shall proceed under such rules.

- (c) The arbitrator shall have the authority to settle only a grievance which concerns the misinterpretation or misapplication or violation of the express terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.
- (d) The arbitrator so selected will confer with the Town Manager or his designee, and the Union, and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral proceedings have been waived, then the date the final statements and proofs are submitted to him. The arbitrator will be without power or authority to make any decisions which required the commission of an act prohibited by law, or which is in violation of the terms of the contract. The decision of the arbitrator shall be submitted to the Town Manager or his designee, and the Union, and will be final and binding.
- (e) The cost for the service of arbitrators, including per diem expenses, if any, and actual and necessary traveling and sustenance expenses, will be borne equally by the Town Manager or his designee and the Union. Each party shall bear its own expenses for the presentation of its case.
- (f) No reprisal of any kind shall be taken by any party hereto against any person who participates in any way in any grievance proceeding by reason of such participation.

ARTICLE VIII
JOB SAFETY

A. LABOR RELATIONS AND SAFETY COMMITTEE

A Labor Relations and Safety Committee shall be established to review contract intent and interpretation as the need arises, and pursue the safety of the employees in work performance and equipment operation.

The committee shall consist of members of the Personnel Wage Board, Superintendent of Highway, Tree and Park Departments, the Town Manager or his designee, and three members of the Union.

- 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, terminate, or otherwise relieve employees from duty for lack of work or just cause when it shall be in the best interest of the Town or Department.
- 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 insure that related duties connected with department operations, whether enumerated in job titles or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the Bargaining Unit shall be continued to be so performed unless in the sole judgement of the Town, it can be done more economically or expeditiously otherwise.
- I. To make available to employees access to dental insurance benefits under conditions determined by the Town and at no cost to the Town and to discontinue doing so at any time. This shall include without limitation making payroll deductions from any subscribing employee. This shall not affect a unit member's ability to access dental insurance benefits through the union.

The above rights, responsibilities, and prerogatives are inherent in the Town Board of Selectmen and by virtue of statutory and charter provisions are not subject to review or determination on any grievance or arbitration proceedings; except where such rights, powers, and authority are specifically relinquished, abridged, or limited by provisions of this Agreement as previously stipulated in the first section of this Article.

ARTICLE X

E. HIGHWAY SAFETY

During repair, construction, or operation of some highway equipment on a traveled highway in the Town, sufficient safety provisions shall be provided for protection of the employees. Such safety provisions may be personnel or devices erected or maintained during work detail.

F. HEAT CLAUSE

When the union brings to the attention of a supervisor that a work assignment may be unsafe for employees due to extreme heat (95 degrees or above) the supervisor shall consult with the DPW Director who shall make the final determination as to whether the assignment should be changed. This shall not preclude a union representative from addressing the situation directly with the appropriate Superintendent.

G. ASBESTOS PIPE REMOVAL TRAINING

The Town agrees to provide training for asbestos pipe removal for up to 5 members of the bargaining unit selected by the DPW Director.

H. FLAGMEN

The parties agree that if and when the town decides to assign members of the bargaining unit to be flagmen, it will offer the union an opportunity to bargain about it.

I. REST PERIOD

After completion of an overnight emergency operation that continues into the regular workday, any employee who assisted in that operation shall be given an assignment, for a minimum period of two hours that does not involve the operation of motor equipment.

ARTICLE IX
MANAGEMENT RIGHTS

The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement. It shall have the sole and unquestioned right, 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 equipment and property used for and on behalf of the purposes of the Town. Employees will not be required to operate unsafe equipment.

Copies of this contract shall be available to all employees of the Union. A copy also shall be kept by the DPW Director and be available to all employees should the need arise.

This Agreement is subject to and conditioned upon the favorable vote of the Town Meeting to appropriate sufficient funds for the implementation of this contract.

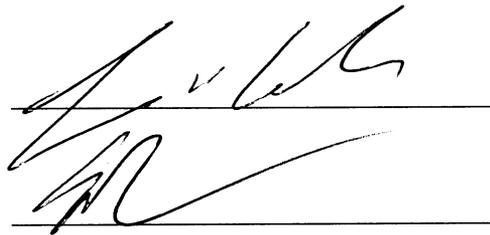
In witness whereof, the parties hereto set their hands and seal by their duly

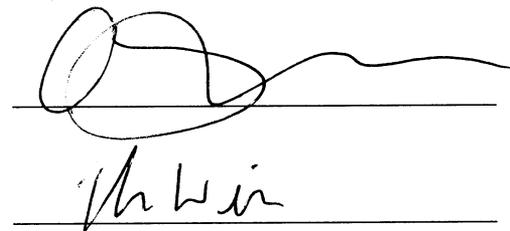
authorized representatives this 15th day of January, 2016.

TOWN MANAGER

FOXBOROUGH HIGHWAY AND
WATER EMPLOYEES UNION







BOARD OF SELECTMEN

