

AGREEMENT

**AFSCME COUNCIL 93, WESTON DPW UNION
and
TOWN OF WESTON**

July 1, 2019 to June 30, 2022

TABLE OF CONTENTS

		Page
ARTICLE 1	RECOGNITION	1
ARTICLE 2	RIGHTS OF THE TOWN; RIGHTS OF EMPLOYEES	1
ARTICLE 3	NO STRIKES	2
ARTICLE 4	JOB CLASSIFICATIONS AND WAGE RATES	2
4.1	Job Classifications and Definitions	2
4.2	Wage Rates	4
4.3	Temporary Assignments	4
4.4	New Classifications and Changes in Duties	4
4.5	Work Clothing	5
4.6	Longevity Pay	6
4.7	Compensation for Unused Sick Leave	7
4.8	Required Licenses	8
4.9	Mechanics' Stipend	9
4.10	Change Pay Week and Pay Day	9
ARTICLE 5	SICK LEAVE	10
5.1	Purpose	10
5.2	Eligibility	10
5.3	Requirements for Use of Sick Leave	10
5.4	Emergency Sick Leave Bank	11
ARTICLE 6	WORK WEEK AND OVERTIME	12
ARTICLE 7	HOLIDAYS	17
ARTICLE 8	VACATIONS	18
ARTICLE 9	FAMILY AND MEDICAL LEAVE ACT	19
ARTICLE 10	CIVIC DUTY LEAVE	20
ARTICLE 11	MILITARY LEAVE	20
ARTICLE 12	SENIORITY AND QUALIFICATIONS	21
12.1	Definitions of Seniority	21
12.2	Definition of Qualifications	21
12.3	Loss of Seniority	21
12.4	Posting of Vacancies	21
12.5	Promotion	22
12.6	Promotion Appeal Procedure	22
12.7	In-Service Training	22

		Page
12.8	Layoff and Recall; Bumping	23
12.9	Assignments	23
ARTICLE 13	DISCIPLINE AND DISCHARGE	23
ARTICLE 14	GRIEVANCE PROCEDURE	24
ARTICLE 15	AGENCY SERVICE FEE AND DUES DEDUCTIONS	25
ARTICLE 16	SAFETY COMMITTEE	26
ARTICLE 17	BEREAVEMENT LEAVE	26
ARTICLE 18	EMPLOYEE CONTRIBUTION HEALTH INSURANCE	27
ARTICLE 19	EFFECTIVE DATE AND TERM OF AGREEMENT	28
Schedule A	Seniority of Employees	
Schedule B	Equipment Operator Requirements	
Appendix A	Payroll deduction authorization	

AGREEMENT made this 26th day of May, 2020, by and between the TOWN OF WESTON EMPLOYEES ASSOCIATION (herein referred to as the "Union"), and the TOWN OF WESTON, a municipal corporation located in Middlesex County, Massachusetts (herein referred to as the "Town").

WITNESSETH: That

WHEREAS, the Union is the collective bargaining agent for the employees of the Town to whom this agreement applies; and

WHEREAS, in the interest of promoting a sound and stable relationship between the Town and said employees the parties desire to set forth the wages, hours and other conditions of employment which the Town and the Union have arrived at through collective bargaining.

NOW, THEREFORE, the Town and the Union agree as follows:

ARTICLE 1
RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for all employees of the Department of Public Works, excluding in all cases, however, all elected officials, executive officers of the Town, division superintendents, assistant division superintendents, foremen and all clerical and office employees. The term "employee" or "employees" as used in this agreement means a person or persons to whom this agreement applies and for whom the Town recognizes the Union as exclusive bargaining agent.

ARTICLE 2
RIGHTS OF THE TOWN; RIGHTS OF EMPLOYEES

2.1 Except as specifically modified by this agreement, the Town retains the right, through its appropriate boards and authorized agent, to select and hire all employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline, or discharge employees; to subcontract work; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required because of lack of work or curtailment of work; to make reasonable rules and regulations which do not conflict with the provisions of this agreement; and generally to control and supervise the Town's operations and municipal affairs without hindrance or interference by the Union.

2.2 The Town retains the right to hire temporary employees, who shall not be covered by this agreement, at a rate lower than the lowest rate of any regular employee, to fill in for

permanent employees who are absent for periods longer than thirty (30) days. This provision shall not be used to deprive any regular employees of overtime opportunities, and temporary employees shall not have job bidding rights.

2.3 It shall be a violation of this agreement for the Town to interfere with, restrain or coerce any employee in connection with the exercise of the right of said employee to self-organization, to form, to join or assist in any employee organization, to bargain collectively through representatives of his own choosing on questions of wages, hours and other conditions of employment, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to dominate or interfere with the formation, existence or administration of any employee organization; or to discharge or otherwise discriminate against an employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony in connection with the law applicable to collective bargaining; to refuse to bargain collectively in good faith with the Union; or to refuse to discuss grievances with the Union.

ARTICLE 3
NO STRIKES

It shall be a violation of this agreement for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

ARTICLE 4
JOB CLASSIFICATIONS AND WAGE RATES

4.1 Job Classifications. The following job classifications are in existence at the date of this Agreement:

MECHANIC - Grade 1
MECHANIC - Grade 2
HEAVY EQUIPMENT OPERATOR - Grade 1
TRAFFIC MAINTENANCE SPECIALIST
WATER SYSTEMS SPECIALIST
SOLID WASTE/RECYCLING FACILITY ATTENDANT
METER READER - INSTALLER
CHAUFFEUR - LABORER

Additional job classifications may be instituted by the Town whenever the Town's activities require.

Definitions:

- Permanent Employee An employee assigned to employment in the Public Works Department unit on a permanent basis who has satisfactorily completed a twelve-month probationary period.
- Temporary Employee – A non-unit employee assigned to fill in for permanent employees who may be absent for periods longer than thirty (30) days. Temporary Employees are not to exceed six (6) months of service, unless otherwise approved by the Town Manager. The Town retains the right to hire temporary employees, who shall not be covered by this agreement, at a rate lower than the lowest rate of any regular employee, to fill in for permanent employees who are absent for periods longer than thirty (30) days. This provision shall not be used to deprive any regular employees of overtime opportunities.
- Temporary/Seasonal Employee – A non-unit employee assigned to full-time or part-time service who is working on a temporary job and who will ordinarily be laid off when the work is complete or funding is no longer available. The Town reserves the right to hire temporary/seasonal employees at a rate lower than the lowest rate of any regular employee for roadside vegetation control and other unskilled work. Such employees will work only during the regular working hours of the Department of Public Works Division and will not replace or supplement any regular Department of Public Works employees on overtime assignments unless Union members are not available.
- Probationary Employee – An employee hired for eventual permanent employment in the Public Works Department who will be granted permanent status providing said employee completes a probationary period of no less than twelve (12) months of full time service. Under the Director’s discretion, a probationary employee may be assigned to work in different divisions on an as needed basis. Upon the satisfactory completion of twelve (12) months, the employee will be assigned to a specific division. Probationary employees hired as Chauffeur Laborers may be exempted from holding a CDL upon hire. However, the probationary employee must obtain a valid CDL within six months from date of hire. Failure to obtain a valid CDL within the first six months of hire is cause for termination, unless waived by the Director of Operations. This provision shall not be subject to the grievance procedure (Article 14).

4.2 Wage Rates. The regular hourly wage rates for job classifications in existence at the date of this agreement are established effective on the dates set forth below.

Job Title	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
Mechanic – Grade 1	32.21	33.92	35.11
Mechanic - Grade 2	28.15	29.86	31.06
Heavy Equipment Operator - Grade 1	28.15	28.71	29.28
Traffic Maintenance Specialist	28.15	28.71	29.28
Water Systems Specialist	28.15	28.71	29.28
Solid Waste/Recycling Facility Attendant	28.15	28.71	29.28
Meter Reader - Installer	26.82	27.36	27.91
Chauffeur - Laborer			
- more than 5 years of service from date of employment	26.22	26.74	27.27
- less than 5 years but more than 4 years of service	25.71	26.22	26.74
- less than 4 years but more than 3 years of service	25.25	25.76	26.28
- less than 3 years but more than 2 years of service	24.88	25.38	25.89
- less than 24, but more than 12 months service	24.42	24.91	25.41
- less than 12, but more than 9 months service	22.72	23.17	23.63
- less than 9 but more than 6 months service	22.26	22.71	23.16
- less than 6 but more than 3 months service	21.63	22.06	22.50
- less than 3 months service	21.29	21.72	22.15

The word "service" as used in Section 4.2 shall not include leave of absence for any reason other than earned sick leave or vacation time.

4.3 Temporary Assignments. A permanent employee who is temporarily assigned for a minimum of eight hours to a job classification carrying a higher rate shall receive such higher rate. A permanent employee who has completed his/her twelve month probationary period and is assigned to snow-plowing shall not be paid less than the rate for a Chauffeur-Laborer who has worked for less than four years but more than three years. An employee who is temporarily assigned to a job classification carrying a lower rate shall continue to receive his regular rate of pay.

4.4 New Classifications and Changes in Duties. If the Town establishes a new bargaining unit job or makes a substantial change in the duties of an existing bargaining unit job, the rate for the new or changed job shall be established by the Town with due regard for the content of the new or changed job and the rates paid for comparable work to other employees of the Town.

Following mutual discussion between the Town and the Union, if the Union disagrees with the rate as determined by the Town, the question of what the new rate should be in accordance with the foregoing shall be subject to the grievance and arbitration procedure hereunder.

4.5 Work Clothing and Footwear

4.5.1 Work clothing and Footwear shall consist of the following:

Highway and Stormwater Divisions	Orange T-shirts, or polo shirts, navy blue pants (twill or jeans), brown duck winter jacket, orange spring and lightweight jacket or pullover, navy blue hooded and crew neck sweatshirts, orange fleece jacket or pullover
Vehicle Maintenance Division	Black T-shirts or polo shirts, navy blue pants (twill or jeans), brown duck winter jacket, black spring and lightweight jacket or pullover, black hooded and crew neck sweatshirts, black fleece jacket or pullover
Water Division	Grey or navy blue T-shirts or polo shirts, navy blue pants (twill or jeans), brown duck winter jacket, orange spring jacket and lightweight jacket or pullover, navy blue hooded and crew neck sweatshirts, orange fleece jacket or pullover
Park and Cemetery Division	Forest green T-shirts, polo shirts and sweatshirts, navy blue pants (twill or jeans), brown duck winter jacket, forest green spring and lightweight jacket or pullover, forest green fleece jacket or pullover
Solid Waste and Recycling Division	Forest green T-shirts, polo shirts and sweatshirts, navy blue pants (twill or jeans), brown duck winter jacket, orange spring and lightweight jacket or pullover, orange fleece jacket or pullover
All Divisions	Regulation shoes shall be worn at all times and are defined as durable leather boots, or similar durable manufactured boots, ankle height (approximately 6 inches from the outsole) with a rubber or rubber-like lug outsole and heel height of approximately 1 to 1 ½ inches.

All T-shirts, polo shirts, sweatshirts, and jackets shall be silk screened or embroidered with “Weston DPW” and the employee’s name

Winter jackets shall be hooded, brown duck “Carhart” or equal, waist or mid length cut. Spring jackets shall have wind and water-resistant nylon shell with fleece lining, style to be as mutually agreed between the Union and Management.

Employees in all divisions may substitute orange instead of their division’s designated color for their T-shirts, polo shirts or sweatshirts.

Employees may wear shorts, which are to be either blue twill or blue jeans. All shorts will be hemmed; no cut-offs shall be allowed. Shorts will be worn only when the task assigned to

the employee would not create a safety risk. Employees will purchase shorts at his/her own expense with no reimbursement from the Town. Employees and are required to have long pants available to them in the event the nature of the assignment changes, and it would be unsafe to wear shorts.

4.5.2. Work Clothing and Footwear Allowance Employees will be provided with an annual combined work clothing and department regulation shoe allowance in the amount of \$500.00. The work clothing and department regulation shoe allowance credit for new employees for their first year of service shall be \$600.00.

Employees may purchase authorized clothing listed in section 4.5.1 from the two vendors as follows: 1. The Outdoor Store in Natick, where employees will be able to charge clothing or shoes to a Town account and; 2. Wearguard in Hanover, MA, where employees will be able to be reimbursed for clothing purchased within the allowable amount. Regulation shoes and pants may be purchased by the employee at Bob’s Stores or Wearguard and will be subject to reimbursement, unless purchased at the Outdoor Store, where the shoes may be charged. All receipts for reimbursement must be submitted to the Director, or designee, for approval within 20 days of the date of purchase. If an employee exceeds the allowance, s/he shall be accountable for reimbursing the Town for any excess expenses.

Once purchased, the employee will be responsible to clean and maintain the clothing and shoes.

Work uniforms and shoes so provided shall not, under any circumstances, be worn by employees of the Town when working for any other employer. Any uniform items damaged while the employee is within the scope of his/her employment and through no fault of the employee will be replaced or repaired at the Town’s expense.

4.6 Longevity Pay. Additional compensation shall be paid to employees covered by this Agreement for completion of continuous, permanent full-time service in the employ of the Town of Weston as follows:

<u>Years of Service</u>	
More than 5, but less than 10 years' service	\$.15 per hour
More than 10, but less than 15 years' service	.297 per hour
More than 15, but less than 20 years, service	.446 per hour
More than 20, but less than 25 years' service	.486 per hour
More than 25 years' service	.538 per hour

Such compensation shall be referred to as Longevity Pay and shall be deemed to be "Regular Compensation" within the meaning of General Laws, Chapter 32, Section 1. The following provisions shall apply to the computation of service for Longevity Pay purposes.

- a. Transfers between departments when the only time lost from a full schedule is the result of time required to fit the employee into the working schedule of the new department or for vacation time properly taken by the employee shall not break the continuity of service. Time lost from service as the result of a duly authorized leave of absence for other than sick leave or injury leave shall not break the continuity of service, but such time shall not be included in the service required for eligibility. Time lost from service as the result of military leave, sick leave or injury leave to which the employee may be entitled shall not break the continuity of service nor shall it be excluded from service required for eligibility.
- b. Successful completion of a probationary period by an employee shall result in the service actually completed during such probationary period being included for Longevity Pay purposes.
- c. Any person whose service with the Town is broken by resignation, by discharge, by voluntary transfer from full to part-time work may not count such service for Longevity Pay purposes at any subsequent date upon re-employment or transfer to full-time service.
- d. In any case not herein provided for the Town Manager shall determine the circumstances under which such Longevity Pay may be approved.

4.7 Compensation for Unused Sick Leave. When an employee hired before June 30, 2013 either retires from the service of the Town, or leaves the service of the Town with at least 12 years of full-time continuous service (as computed for Longevity Pay) as a permanent employee, s/he shall receive payment for 50% of his/her accumulated unused sick leave, but under no circumstances for more than 105 days, at the rate of his/her then current regular compensation as defined hereafter.

When an employee hired after June 30, 2013 and before December 8, 2016 either retires from the service of the Town, or leaves the service of the Town with at least 12 years of full-time continuous service (as computed for Longevity Pay) as a permanent employee, s/he shall receive

payment for 25% of his/her accumulated unused sick leave, but under no circumstances for more than 52.5 days, at the rate of his/her then current regular compensation as defined hereafter.

When an employee hired after December 7, 2016 either retires from the service of the Town, or leaves the service of the Town with at least 12 years of full-time continuous service (as computed for Longevity Pay) as a permanent employee, s/he shall receive payment for 15% of his/her accumulated unused sick leave, but under no circumstances for more than 31.5 days, at the rate of his/her then current regular compensation as defined hereafter.

For purposes of calculating the payment of compensation for unused sick leave, regular compensation shall include regular hourly wages paid for 8-hour day and longevity pay for 8-hour day being paid to such employees as of the last month of his/her employment by the Town. No other items of pay shall be included in the calculation. The amount of said pay for each unused sick leave day shall be eight times the regular straight time hourly rate of pay plus eight times the hourly rate of longevity for which the employee is eligible on his final day of employment by the Town.

4.8 Required Licenses

Employees must maintain all licenses needed to operate all equipment associated with their respective jobs and job classifications.

For those employees whose job responsibilities require a license to operate certain equipment or to perform certain functions, such as, but not limited to, a so-called "hoisting" license, a Class A Commercial Driver's License (CDL), or Drinking Water Operator's License, the Town will pay the fee for said license, or will reimburse to such employee the fee upon presentation of appropriate documentation.

The Town shall reimburse employees up to \$50.00 per class for continuing education classes required for hoisting license renewal needed in order to perform the essential functions of his/her Town of Weston job. The Town will not pay for any additional license/classes or license provisions that are not related to Town of Weston job requirements.

The Town shall bear the cost of Department of Transportation physical exams for an employee needing to renew his/her Hoisting license for the purposes of performing the essential functions of his/her Town of Weston job. The Town will not pay for any additional medical examinations/tests not related to Town of Weston job requirements. The provider of the physical exams is at the discretion of the Human Resources Director.

Holders of the following special licenses who have been designated by the Director with the approval of the Human Resources Director to perform duties requiring such a license will be compensated at the annual rate of \$500.00 to be divided equally as an hourly rate and paid through the eligible employee's weekly payroll check as long as this license remains valid. The Director reserves the right to limit the number of employees eligible for stipends 1 through 4:

- 1) drinking water operator;
- 2) back flow prevention;
- 3) herbicide application;
- 4) Class A CDL; and
- 5) Department employees holding a valid Massachusetts issued Hoisting License with the 2A, 4E and 4G Classifications except employees whose job requires operation of equipment listed in Schedule B (HEOs and Mechanic 1 and 2).

All members of the union will be qualified holders of a Class B CDL license as a condition of employment.

4.9 Mechanics' Stipend. Employees with the job classification of Mechanic Grade 1 or Mechanic Grade 2 are required to provide a minimum of \$10,000 worth of basic mechanic's tools as a condition of employment. The Town will incur the cost of insuring the tools through the Town's liability insurance carrier

In FY20, employees with this title, upon incurring expenses for providing and maintaining such basic mechanic's tools, shall be reimbursed an amount not to exceed \$1,000 per year, less any deductible for lost, stolen or damaged tools, upon receipt by the Town of written documentation of payment of such expenses, including but not limited to receipt or receipts for payment.

On July 1, 2020, a one-time addition of \$1,200.00 shall be added to the base pay of current unit Mechanic employees in lieu of a reimbursement for required mechanic's tools. There shall no longer be a mechanic stipend or allowance or stipend.

The Town will continue to pay for repairs to any supplemental tools, beyond the \$10,000 in tools required by this section, which are damaged during the repair of Town equipment.

4.10 Pay Period and Pay Day The Town reserves the right to change the pay week and the weekly pay day from Thursday to Friday pending a thirty (30) day written notice from the Town to the Union. The Town further reserves the right to change from a weekly payroll to a bi-weekly payroll in the event that other Town unions being paid weekly agree to change to a bi-weekly payroll.

ARTICLE 5
SICK LEAVE

5.1 Purpose. The parties agree that sick leave shall only be allowed in cases of necessity and actual sickness and disability of the employee; provided, however, that it shall be permissible to use accrued sick leave, not to exceed three (3) days in any fiscal year, for illness in the employee's family, or to meet dental appointments or take physical examinations or other sickness prevention measures.

Sick leave is not to be viewed as available to increase vacation leave or other scheduled time off. Any employee who abuses the privileges of sick leave shall be deemed to have given just cause for disciplinary action.

5.2 Eligibility. Upon execution of this Agreement, all permanent full-time employees, and all non-permanent employees shall be entitled to accrue sick leave with pay at the rate of one and one quarter (1 ¼) days per month, for a total of fifteen (15) days per year, until a maximum credit of two hundred fifty five (255) days is reached.

Upon execution of this Agreement, all permanent part-time employees who regularly work twenty (20) hours or more per week shall be entitled to accrue sick leave with pay at the rate of 5.75 hours of sick leave for each one hundred (100) hours of part-time service completed, until a maximum credit of two hundred twenty-five (225) hours has been reached.

Credit for sick leave shall accrue to employees on the first day of the month following completion of the required service.

5.3 Requirements for the Use of Sick Leave.

(A) At least thirty minutes prior to the start of an employee's scheduled work shift, an employee must cause the Director of Public Works, or his/her designee, to be notified that the employee is unable to report for work because of illness.

(B) After the third consecutive day of absence, the Town may require the employee to be examined by a nurse practitioner or physician to determine the extent of his or her illness.

(C) Absences as defined in Article 5.1 of more than three consecutive work days or absences as defined in Article 5.1 of more than ten days in any fiscal year shall be substantiated by a physician's certificate or dated receipt from a medical provider, if requested by the Director of Operations. It shall be the sole and exclusive responsibility of the employee to obtain satisfactory medical evidence of illness.

(D) Vacation leave may be used for sick leave when an employee's sick leave credits have been exhausted.

(E) An employee whose absence from work is the result of criminal misconduct shall not be entitled to sick leave and shall not be paid for the period of such absence.

(F) Employees who receive workers' compensation benefits for more than ten (10) days in a calendar month shall not be entitled to accrued sick leave credit for that month.

5.4 Emergency Sick Leave Bank.

On July 1 of each year, commencing with July 1, 2007, one (1) sick day shall be deducted from the accrued total sick days of each permanent full time DPW Employee and placed in an emergency sick leave bank (hereinafter referred to as the "Bank"). If an Employee has no accrued sick days as of July 1, then the third sick day accrued by the employee shall be placed in the Bank. Each DPW Employee shall continue to donate one (1) sick day each July 1 until s/he has donated a total of twelve (12) days.

The sick days donated to the Bank shall not be counted towards determining the amount of sick leave a permanent employee may accrue to reach the maximum.

Any employee who is out because of sickness or injury that has been documented by a physician or physicians and has been approved by the Director as a bona fide illness or injury, and has exhausted all of his/her sick leave and vacation time, and has been out of work for illness or injury for at least three (3) consecutive work days beyond the employee's last paid work day will be eligible to draw up to twenty (20) sick days from the Bank to assist the employee in an extended injury or illness.

Should an employee need additional sick days, s/he may obtain up to an additional sixty (60) days in twenty (20) day increments from the Bank by a majority vote of no fewer than ten (10) members of the Union for each twenty (20) day increment, provided that at no time shall the total number of days in the Bank be drawn below twenty (20) days. Under extreme circumstances as determined by a majority vote of no fewer than ten (10) members of the Union, additional requests may be approved for use of the sick bank.

Prior to granting additional sick days beyond the original twenty (20) days, the Union shall require the employee to submit adequate documentation from an appropriate physician justifying the need for additional sick days. If the employee fails to submit adequate documentation from an appropriate physician justifying the need for additional sick days,

the employee shall not be eligible for additional sick days beyond the initial twenty (20) days until such time as said documentation is provided and the request is approved by a majority vote of no fewer than ten (10) members of the Union.

Any employee that is granted sick time from the bank will be required to return the same number of days to the bank upon returning to work. The employee will return six (6) days per year (1 every other month) until all sick days are repaid to the Bank.

Under extreme circumstances an employee may request a slower repayment schedule so the employee can maximize available sick days for ongoing medical treatment and care after returning to work to be approved by a majority vote of no fewer than ten (10) members of the Union. In this case, the employee will return three (3) days per year (1 every 3 months) until such sick time is repaid to the Bank.

ARTICLE 6
WORK WEEK AND OVERTIME

6.1 Employees regularly assigned to the Highway, Stormwater, Water, Vehicle Maintenance and Park and Cemetery Divisions:

The normal work week shall consist of forty (40) hours, being five (5) days of eight (8) hours each (excluding any scheduled lunch period).

The normal work week is Monday through Friday inclusive beginning at 7:00 a.m. and ending at 3:30 pm, unless, as is stated in section 6.2 B, the divisions forgo the 30 minute lunch break. In which case, the normal work day will begin at 7:00 am and end at 3:00 pm. At the discretion of the Director, summer hours for the Highway, Stormwater, Water, Vehicle Maintenance and Park and Cemetery divisions may be implemented beginning no sooner than May 1st and ending no later than October 15th. The hours of operation under the summer schedule will be at the Director's discretion.

If permanent changes are to be made by the Town in these normal schedules, advance notice and an opportunity to discuss such changes will be given to the Union.

Employees Regularly Assigned to the Solid Waste/Recycling Facility Division:
The normal work week shall consist of forty (40) hours, being four (4) days of ten (10) hours each (excluding the scheduled lunch period). The normal work week is Tuesday, Wednesday, Friday and Saturday and may be subject to change. There are three staggered schedules as follows:

Shift	Start Time	End Time
Shift 1	6:45 am	5:45 pm
Shift 2	7:00 am	6:00 pm
Shift 3	7:15 am	6:15 pm

If permanent changes are to be made by the Town in these normal schedules, advance notice and an opportunity to discuss such changes will be given to the Union.

6.2 Work Break Schedule:

A. Morning Break - All work units

All employees are allowed one 15-minute work break mid-morning at a time as directed by his/her supervisor. This work break shall be taken on the job site that they have been assigned. Employees shall not be allowed to leave their work site during this time or at any other time during the work shift without the permission of their immediate supervisor.

B. Midday Meal Break – Highway, Stormwater, Water, Vehicle Maintenance and Park and Cemetery Divisions:

All employees shall return to their base of operations during this break period. The meal break shall be 30 minutes in length, typically 12:00 P.M. to 12:30 P.M., unless the working group supervisor requires a change in time due to field conditions. In the event a supervisor changes the time of the meal break, s/he shall state to the employee the new time and the revised time will be placed on the permanent work record of the department. Employees will not leave their assignments prior to 15 minutes before the meal break. This 15 minutes constitutes adequate time for travel back to their base of operations to wash up. Employees shall promptly return to their work assignments at the end of this meal break.

However, with the Director’s approval and at the unanimous request of all of these divisions, these divisions may forego a 30 minute unpaid lunch break in favor of shortening the work day. If approved by the Director and agreed upon by these divisions, employees will be able to take a ten minute break to eat a midday meal while remaining at the work site to which they were assigned. Approval and acceptance of this schedule may be subject to review no less than every ninety (90) days.

Midday Meal Break – Solid Waste/Recycling Division:

The unpaid meal period shall be one hour for employees working all shifts. Unless the supervisor requires a change or approves a request for a change, midday meal breaks shall be as

follows: Shift 1 is from 11:00 am until 12:00 pm; Shift 2 is from 12:00 pm until 1:00 pm; and Shift 3 is from 12:30 pm until 1:30 pm.

C. End of Shift (Except Solid Waste/Recycling Division)

Employees shall not leave their work assignments until 30 minutes prior to the end their shift. This allotment of time shall be used for travel back to the base of operations, storage of tools and equipment and to wash up. Employees operating street sweeping equipment shall leave their assigned work locations no sooner than the time necessary to arrive back at the base of operations 45 minutes before the end of the work shift to wash, grease, fuel and store the equipment.

6.3 Time and one-half shall be paid for all time worked in excess of forty (40) hours per week, and for all time worked by permanent and probationary employees on Sundays and holidays specified in Article 7, except double time shall be paid for all time worked by permanent and probationary employees on Thanksgiving, Christmas and New Year's Days. Temporary employees called in on Sundays and holidays for snow removal and related work shall be paid on a straight time basis when working less than forty (40) hours in a given work week. Time and one half will be paid in accordance with the Fair Labor Standards Act.

6.4 When an employee is called in to work overtime which is not continuous with other hours worked, his/her pay for the overtime, excluding travel time, shall not be less than his/her overtime rate for four (4) hours. An employee required to work overtime shall not be required to take time off to compensate for overtime worked or to be worked.

6.5 Employees will work overtime when the Director or his/her designee declares that it is required for the public safety or welfare of the community.

6.6 To the extent that it is practicable overtime work shall be distributed on an equitable basis among employees. Overtime will be assigned based upon the following rules:

6.6.1 Overtime is first offered within the division which normally performs the work and according to the employee's job classification or back-up status.

6.6.2 Overtime is then offered department-wide. However, assignments requiring a HEO will only be assigned to employees in the HEO pool. The HEO pool is defined as those employees holding the HEO classification and those employees who are assigned as backup HEO in each division.

6.6.3 The number of overtime hours available to date shall determine the order of assignments. That is, qualified employees with the least hours of overtime will be given first opportunity to work overtime. Included in this calculation for determining hours of overtime assignments are: overtime hours worked; all overtime opportunities declined by any member of the union by choice or due to the lack of proper licensing; those instances when an employee was called but could not be reached; time unavailable, including time spent on workers' compensation, sick or other leave, but not to include approved vacation leave, unless prior to taking vacation leave, the person has indicated in writing, in a format approved by the Director, that s/he will be available for overtime while on vacation.

6.6.4 A weekly Tuesday noon posting on all Division bulletin boards shall update all charged overtime (whether worked, declined or unavailable) from the previous Thursday (7 a.m.) through the posting date. The tracking of overtime assignments will revert back to zero hours for bargaining unit members on July 1 and January 1 of each year.

6.6.5 The person performing a particular task during regular work hours will be given the first opportunity to complete the task if management determines the task is to be completed as an overtime assignment.

6.6.6 An employee performing a task during overtime hours that precede the beginning of the work shift will cease to perform said task once regular work hours begin, at which time, the employee normally responsible for said task will assume completing the task unless management deems otherwise.

6.6.7 All full sanding and snow removal operations shall first be offered to members of the Highway and Stormwater Divisions then opened to all others based on hours as determined in section 6.6.3. Limited sanding operations shall first be offered to HEOs and Chauffeur-Laborers of the Highway and Stormwater Divisions then opened to all others based on hours as determined in section 6.6.3.

6.6.8 Overtime in the Street sweeper operation shall first be given to the Stormwater HEO and then the Stormwater backup HEO. In the event these two individuals are not available, then the HEOs from the other divisions who are

qualified to run the sweeper will be given the overtime assignment based on hours to date as determined in section 6.6.3.

6.6.9 Overtime Distribution by Division

DIVISION	OVERTIME ASSIGNMENTS
Stormwater	Street Sweeping and flooding events
Highway Division	Roadway hazards and tree removal
Water Division	Pump duty and water emergencies
Park & Cemetery	Interments and spring clean-up
Solid Waste & Recycling	Opening and Closing facility

6.6.10 If divisions are consolidated, then overtime goes to the qualified operator based on hours as determined in section 6.6.3.

6.7 In all cases the Town will call in employees to plow snow with Town equipment and do other overtime work before assigning such work to persons not covered by this agreement.

6.8 When an employee is working overtime, s/he shall be permitted reasonable paid meal periods, as scheduled by the superintendent or department head.

6.9 Overtime and premium rates shall not be pyramided; to the extent that time worked is paid for at overtime or premium rates under one provision of this agreement, such time shall not be counted as time worked in determining overtime under the same or any other provision of this agreement. A paid holiday shall count as eight (8) hours time worked for purposes of computing overtime during the work week.

6.10 When an employee is required to work overtime between 12:00 o'clock midnight and 7:00 o'clock A.M. s/he shall be paid at two times the regular hourly rate for all hours between midnight and 7:00 o'clock A.M. provided that such overtime started at or before the said 12:00 o'clock midnight

An employee will be paid at two times the regular hourly rate for overtime hours worked between 12:00 o'clock midnight and 4:00 o'clock A.M. regardless of the start time of the shift. However, if the overtime shift goes beyond 4:00 o'clock A.M. then the employee may be paid time and one half the regular hourly rate for the hours worked after 4:00 o'clock A.M. and up to 7:00 o'clock A.M. The regular hourly rate will be paid commencing 7:00 o'clock A.M.

ARTICLE 7
HOLIDAYS

7.1 The following holidays shall be recognized:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

7.2 An employee who works the scheduled day before and the scheduled day after a recognized holiday shall receive holiday pay computed as eight (8) hours pay at his straight time hourly rate.

An employee who fails to work the scheduled day before and the scheduled day after a recognized holiday shall not forfeit his holiday pay provided such failure is due to sickness or leave of absence authorized in advance. The Town reserves the right to require an employee whose absence is due to sickness to provide a doctor's certificate thereof.

7.3 When a paid holiday occurs during an employee's vacation period, he will receive either holiday pay as computed in section 8.2 or an extra day's vacation, in the discretion of his department head.

7.4 When a holiday falls on Saturday or Sunday, an employee shall have as a holiday off the day designated by the Selectmen as the Town's observance of the day.

7.5 Employees scheduled to work on December 24th may be dismissed with pay two (2) hours before their normal release time. However, employees may be held back in cases of emergency. Further, if held back, overtime pay will not be calculated until the employee works beyond his/her normal release time.

7.6 Solid Waste/Recycling Division: Employees whose regular day off falls on a holiday and who cannot be given an additional day off shall receive eight hours' pay at one and one-half times his regular hourly wage rate. Employees approved to have an additional day off in lieu of overtime payment shall be limited to designating no more than three Saturdays in one fiscal year as the alternate day off with pay. However, no Saturday may be taken on a day that the brush dump is open.

ARTICLE 8
VACATIONS

8.1 Vacation leave shall accrue on a monthly basis for employees based on length of continuous service from the anniversary date of eligible employment at the following annual rates:

Less than 5 years of continuous service	2 weeks
5 or more years of continuous service but less than 10 years	3 weeks
10 or more years of continuous service but less than 20 years	4 weeks
20 or more years of continuous service but less than 26 years	5 weeks
26 or more years of continuous service	5 weeks + 1 day

No accrued vacation may be taken until the eligible employee has completed six (6) months of continuous full time service, unless permitted by the Director of Operations.

8.2 Vacation pay for each week of vacation shall be computed at forty (40) times the employee's straight time hourly rate, and upon the employee's request (submitted one week in advance) shall be paid on the last pay day preceding the commencement of his vacation.

8.3 Vacations shall be scheduled at the convenience of the Town. By March 1 of each year, employees shall select the vacation to be taken between May 1 and October 1 on the basis of seniority within the work group.

Employees may submit additional vacation requests for open days; for any time of the year, for one week or more at least two (2) weeks in advance of the request. Requests for individual vacation days of less than one week must be made at least three (3) days in advance. These additional vacation requests are on a first come-first served basis. There shall be no call-in of vacation day requests on the day that the vacation allowance is taken, except at the discretion of the Director.

8.4 An employee's written request for vacation use must be submitted to the Deputy Director, Office Manager or Administrative Assistant personally and will be responded to within three (3) business days.

8.5 In the absence of written approval of the Human Resources Director, an employee may only carry over no more than fifteen days of unused vacation into the next year. Any vacation not used within one year of its accrual or carry over will be forfeited. Any persons with excess accrued vacation at the time of ratification of this agreement will be granted a one time exception for one additional year to use up excess accrued vacation time.

8.6 No more than one (1) member of any work group shall be allowed vacation at one time except at the discretion of the Director of Operations; such permission shall not be unreasonably withheld.

8.7 Employees who are absent from work due to a bona fide workers' compensation injury for more than one consecutive calendar year shall not be entitled to accrued vacation leave credit. An employee who is absent from work due to a bona fide workers' compensation injury for more than six months, but less than one consecutive calendar year, shall not be entitled to accrued vacation leave credit unless said employee returns to full-time continuous service for a period of at least six months following the workers' compensation injury leave. Upon completion of six months of full-time consecutive service, the employee shall have the vacation accrual restored for the period s/he was out on a workers' compensation leave.

ARTICLE 9
FAMILY AND MEDICAL LEAVE ACT

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Massachusetts Parental Leave Act.

- a. The FMLA is a federal law that provides eligible employees up to 12 weeks of unpaid leave for 1.) the birth or placement of a new born child with the employee for adoption or foster care 2.) the serious health condition of an employee, 3.) the serious health condition of an immediate family member; or 4.) Military Family Leave. Paid leave may be substituted for unpaid leave in accordance with the Town's FMLA policy. If an employee takes leave for FMLA reasons, the employee must provide proper documentation in accordance with Department of Labor Standards. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to count sick, vacation, or compensatory leave as Family and Medical leave. However, employees may reserve up to five shifts of vacation leave, compensatory leave, or a combination of vacation and compensatory leave for use in that year and shall not be required to use this reserved time during a leave under the FMLA. Employees out on confirmed Injured on Duty leave (IOD) will receive IOD pay during leave under FMLA.
- b. The Massachusetts Parental Leave Act allows for eight (8) weeks of unpaid leave for the birth of a child or placement/adoption of a child under age 18, or under 23 if the child in

mentally or physically disabled. Parental leave applies after the employee completes a three (3) month probationary period.

When FMLA and MPLA are taken for the same reasons specified in each law, the leaves are run concurrently.

ARTICLE 10
CIVIC DUTY LEAVE

Section 1. Full-time and part-time employees will be paid by the Town during the period required for jury duty for the difference between the amount paid them by the Court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for scheduled work time spent on approved civic duty leave. An employee summoned as a witness in Court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with the Director of Operations or designee except that this Article shall not apply to an employee who is also in the employ of another town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

Section 2. Official summons to jury duty or witness appearances must be presented in advance to the Director of Operations or designee to receive authorized civic duty leave.

Section 3. To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from Court service for the day or a major portion thereof during the regular work hours must report to work.

Section 4. Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.

Section 5. Civic duty leave shall not be authorized for an employee who is involved in personal litigation.

ARTICLE 11
MILITARY LEAVE

Federal and state laws require that veterans and reservists be granted certain employment rights. The Town of Weston will comply with all applicable laws and regulations governing initial active duty for training, inactive duty training (such as weekend drills) and temporary and long term active duty.

In accordance with Massachusetts General Laws, Chapter 33, Section 59, an employee covered under this Agreement who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders for a period not to exceed seventeen (17) days per fiscal year (July 1 through June 30), The employee will be entitled to receive full regular straight-time pay for normally scheduled work hours during the seventeen (17) day period.

ARTICLE 12
SENIORITY AND QUALIFICATIONS

12.1 Definitions of Seniority. Town seniority is the length of continuous service an employee has with the Town. Bargaining unit seniority is the length of continuous service an employee has in the divisions covered by this agreement. Classification seniority (seniority in a classification) is the employee's length of continuous service in the particular classification. Involuntary military service which interrupts an employee's regular employment shall not interrupt or break the employee's seniority provided he returns to work promptly upon termination of his military service.

A list of agreed upon seniority dates is attached hereto as Schedule A.

12.2 Definition of Qualifications. Qualifications means the ability, knowledge and skill of an employee to perform the required duties of a job classification in a workmanlike and efficient manner.

12.3 Loss of Seniority. Seniority shall be broken for the following reasons:

- (a) if the employee quits;
- (b) if the employee is discharged for just cause;
- (c) if the employee is absent for three (3) consecutive working days without properly notifying the Town, unless a satisfactory reason is given;
- (d) if the employee, having been laid off from the departments covered by this agreement, fails to return to work after six (6) working days after being notified to report for work, and does not give a satisfactory reason;
- (e) if an employee has been laid off from the departments covered by this agreement for one (1) year.

12.4 Posting of Vacancies. Each vacancy will be posted for bids. Posting locations shall be as follows: DPW Facility Bulletin Board and the Transfer Station Bulletin Board.

The closing date for bids shall be a date stated in the notice and not less than seven (7) calendar days from the posting date. Employees wishing to apply for the vacancy shall submit an application in writing to the person designated in the notice not later than 4:00 p.m. on the closing date. Not sooner than three (3) working days following posting in the division in which the vacancy exists, the vacancy will also be posted in any other division covered by the agreement. At the discretion of the Director, notice of such vacancy may also be given, at a later date, to the general public. In the event an employee successfully bids on a lateral, cross-divisional position, that employee shall not be eligible to bid on another lateral, cross-divisional opening for six months from the date of the previous lateral move, unless the provision is waived by the Director of Operations.

12.5 Promotion. Promotion to a vacancy in a classification shall be made on the basis of the qualifications of the eligible employees who bid for the job. Eligible employees are all permanent employees covered by this Agreement. When qualifications are equal, the job shall be awarded to the eligible employee who has the greatest seniority. If no qualified eligible employee is found, the vacancy may be filled by any qualified bidder or applicant.

12.6 Promotion Appeal Procedure. In the event that the Town selects a person to fill a vacancy and the person selected does not have as much classification seniority as other eligible bidders, any rejected employee shall be given upon request an oral explanation of the reasons for the selection. The Union shall have the right to be represented at and to participate fully in any such meeting. In addition, any rejected employee may file a grievance and proceed immediately to Step 2 of the grievance procedure.

12.7 In-Service Training. It is the policy of the Town and the Union to provide opportunities for eligible employees to become qualified to fill vacancies in the Department of Public Works. For in-service training on equipment and in higher rated jobs, priority shall be given to employees having the greatest classification seniority in a particular classification so that they will have reasonable opportunity to acquire the qualifications for promotion. In general, the employee with the greatest classification seniority in each classification will be regarded as the back-up man for any vacancy occurring in the next higher classification, and he will be given reasonable priority in opportunities for in-service training until he is promoted or it is determined that he will not be able to acquire the skills for promotion. In-service training shall be provided through opportunities provided by vacations, sickness and routine assignments to

higher rated jobs and equipment (subject to the provisions of paragraph 4.4). If reasonably necessary in order to familiarize employees with new equipment or equipment on which they are not trained, other periods of in-service training may be provided. The parties recognize that the purpose of this article is to provide in-service training and does not obligate the Town to move up an employee to a higher classification on every occasion when an employee in that classification is absent.

12.8 Layoff and Recall; Bumping. Layoff in any classification in the department shall be by order of bargaining unit seniority. An employee laid off under the preceding sentence may elect, in lieu of layoff, to transfer to any lower classification in the Department of Public Works, provided he has the necessary qualifications. Layoff from such lower classification shall then proceed by bargaining unit seniority. Recall shall be made on the basis of bargaining unit seniority, the employee on layoff having the greatest bargaining unit seniority being recalled first, provided he has the qualifications to fill the vacancy.

12.9 Assignments. In making specific job assignments within a job classification, supervisors will follow the preference of employees in order of classification seniority, unless such preference would materially impair the efficient performance of the work of the department. Assignments shall last the duration of a specific project which may be longer than one day. A qualified employee who chooses an assignment for a specific project shall see that assignment to completion, unless management otherwise needs to shift work priorities.

ARTICLE 13 **DISCIPLINE AND DISCHARGE**

The Town shall not discipline, suspend or discharge any employee without just cause. In all cases involving the suspension or discharge of a permanent employee the Town shall notify the employee in writing of his suspension or discharge and the reasons therefor within fifteen (15) business days from the day the employee was first formally informed that a disciplinary action would be considered, unless mitigating circumstances warrant a longer period of investigation. Any dispute arising between the Town and the Union concerning the existence of just cause for suspension or discharge may (subject to paragraph 14.2) be subject to the grievance and arbitration procedure set forth in this agreement, except that the suspension or discharge of a probationary employee shall not be subject to the arbitration procedure under this agreement.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 Except as provided in paragraph 14.2, any grievance which may arise based upon a controversy or dispute as to the meaning and application of this agreement shall be settled in the following manner:

Step 1 The aggrieved employee and the Union may discuss and attempt to adjust the grievance with the Deputy Director.

Step 2 If not settled at Step 1, the grievance shall be reduced to writing stating the basis for the grievance, including relevant dates and times, and referencing the specific Article for the contract being grieved. The written grievance shall be signed by the employee and the Local Union official, and presented within seven calendar days of the occurrence on which the grievance is based to the Director. The grievance shall then be discussed with the Director within seven calendar days of the filing of the written grievance.

Step 3 If not settled at Step 2, the grievance shall be referred in writing to the Town Manager within seven calendar days after completion of Step 2. The written grievance to the Town Manager shall also state the basis for the grievance, including relevant dates and times, and shall reference the specific Article of the contract that is being grieved. The written grievance shall be signed by the employee and the Local Union official. The Town Manager shall schedule a meeting with the employee and authorized representatives of the Union within eight (8) calendar days after the Union submits the written grievance to the Town Manager. After said meeting, or after such additional meetings as may be required by mutual agreement of the Town Manager and the authorized representatives of the Union, the Town Manager will render his/her findings in writing to the employee and the Union within 15 business days.

Step 4 In the event the Town Manager is unable to resolve the grievance to the satisfaction of the union, the unions has the right to file for arbitration within thirty (30) calendar days from the date the Manager rendered his/her findings. The Town Manager and the Union shall select a single arbitrator. If the parties are unable to agree within fourteen (14) calendar days upon the selection of one arbitrator the matter shall be referred to the American Arbitration Association for selection of the arbitrator in accordance with its Voluntary Labor Arbitration Rules. The arbitration shall in either event proceed in accordance with the Voluntary Labor Arbitration Rules of the American

Arbitration Association. The decision of the arbitrator shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction.

Each party shall bear the expense of presentation of its case and the expense of the arbitrator shall be shared equally by the Town and the Union. No arbitrator shall have any power to add to or subtract from or modify any of the terms of this agreement or to decide any question except the grievance as submitted. No award may be made retroactive for more than thirty days prior to the date the grievance was reduced to writing under Step 2, except in cases where the affected employee was unaware of the grievance for reasons beyond his control.

14.2 The grievance and arbitration procedure hereunder shall not apply to any action of the Town which is subject to review by the Contributory Retirement Appeal Board or by the Civil Service Commission.

ARTICLE 15
AGENCY SERVICE FEE AND DUES DEDUCTIONS

15.1 All permanent and temporary full-time employees covered by this agreement shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective date of this agreement, whichever is later, of an Agency Service Fee to the Union. At the election of the employee, said Agency Service Fee may be deducted from the employee's wages upon presentation to the Town of a signed authorization. Such authorization may be cancelled by sixty (60) days' written notice to the Town. An employee who does not authorize the Town to make periodic payroll deduction as provided herein shall make the Agency Service Fee payment directly to the Treasurer of the Union. This paragraph shall become effective only if accepted by a majority of all employees in the bargaining unit in accordance with the applicable provisions of General Laws chapter 150E, section 12, as implemented by 402 CMR 17.03. The Union has established a rebate procedure as required by said section.

15.2 The Town will deduct from the pay of each employee who submits a written authorization in accordance with the form attached to this agreement on the payroll for the first payroll each month the agency service fee or membership dues in the Union for that month. The Town will transmit quarterly the total amount deducted, with a list of employees from whom the fees or dues have been deducted, to the Treasurer of the Union.

15.3 The Union will provide a bond to the Town Treasurer in accordance with the provisions of Chapter 180, Section 17A and 17G of the General Laws.

15.4 The Union shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article or in reliance on any assignment furnished by the Union.

ARTICLE 16
SAFETY COMMITTEE

There shall be a Safety Committee composed of three persons appointed by the Board of Selectmen and three bargaining unit employees appointed by the Union to serve during the term of this contract. The Safety Committee shall meet during the regular working hours of the departments covered by this agreement at times mutually agreed upon by the majority of the members. Nothing in this agreement shall be construed to require more than twelve (12) meetings of this committee in one fiscal year (July 1 to June 30).

The purpose of the Safety Committee shall be to advance the safety of employees covered by this agreement and of the public generally as it may be affected by the operations of the Department of Public Works. To the extent that actions recommended by the Committee pursuant to a majority vote require expenditure of Town funds or specific authorization beyond the authority of the Director of Operations, the committee shall submit its recommendations in writing to the Director of Operations with a copy to the Board of Selectmen in each case for determination by the appropriate authority of such action, if any, as may be taken with respect to the recommendation.

ARTICLE 17
BEREAVEMENT LEAVE

17.1 Bereavement leave without loss of regular straight-time pay for normally scheduled working hours, not to exceed three (3) consecutive calendar days per occurrence, either beginning with the death or concluding two days after the funeral or other service, or other appropriate period approved by the Town Manager, shall be granted to any employee on account of a death in the immediate family of the employee.

17.2 For the purposes of bereavement leave, the term “immediate family” is defined as the spouse, parents, parents of spouse, children, brothers, sisters, grandparents and grandchildren of the employee.

17.3 Bereavement leave of up to one day without loss of regular straight-time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's niece, nephew, brother-in-law, sister-in-law, aunt or uncle.

ARTICLE 18
EMPLOYEE CONTRIBUTION HEALTH INSURANCE

The Town and the Union agree that all employees eligible to enroll in the Town's health insurance group plan as stipulated in the Town's Contributory Rules and Regulations shall contribute 20% towards the premium of any HMO, POS or EPO which the Town in its discretion may offer. Contribution toward the PPO plan will remain at 50% for all eligible employees.

Employees hired before July 1, 2005 will be paid an annualized stipend for the Town sponsored POS, HMO or EPO healthcare plan in which the employee is currently enrolled. The stipend will initially represent 10% of the annual cost of the health insurance plan the employee is enrolled in effective July 1, 2007. The effective date of the stipend being paid and the 20% contribution implemented will commence with the first check issued in January 2008. The stipend will increase by the cost of living adjustment in subsequent years. The stipend will be paid in hourly increments.

Town Sponsored Insurance Plan	FY20 Annualized Stipend	FY21 Annualized Stipend	FY22 Annualized Stipend
Blue Cross Blue Shield Choice Family POS	2,447.58	2,496.53	2,546.46
Blue Cross Blue Shield Choice Individual POS	907.52	925.67	944.18
Harvard Pilgrim Health Care Family HMO	2,218.90	2,263.28	2,308.55
Harvard Pilgrim Health Care Individual HMO	815.80	832.12	848.76

If an employee eligible to receive the stipend changes from one of the Town sponsored POS, HMO or EPO plans to another Town sponsored POS, HMO or EPO plan, enrolls in one of the Town sponsored POS, HMO or EPO plans, or if the employee changes between a Town sponsored POS, HMO or EPO family and individual plan, the employee will receive the stipend that corresponds with the employee's new health insurance coverage. If an employee no longer receives insurance through a Town sponsored plan, then the stipend will terminate effective immediately. No stipend will be paid to an employee enrolled in a PPO or indemnity plan.

The Union agrees that by executing this agreement, the Union authorizes the Town to create, if necessary, a G.L. c. 32B, §15(b) Health and Welfare Trust Fund for the purpose of making the HMO/managed care premium contribution change specified in this agreement.

ARTICLE 19
EFFECTIVE DATE AND TERM OF AGREEMENT

This agreement shall become effective as of July 1, 2019, and shall remain in full force and effect until June 30, 2022, and thereafter for successive one (1) year periods unless either of the parties hereto on or before January 1st in any year notifies the other party in writing of its desire to terminate, amend, or modify the same.

At any time while this agreement is in force, the Town and the Union will meet at reasonable times and places upon the request of either party for the purpose of discussing modifications or amendments to this agreement or clarifications hereof.

WITNESS the execution hereof as of the day and year first above written.

TOWN OF WESTON

AFSCME COUNCIL 93,
WESTON DPW UNION

BOARD OF SELECTMEN

Schedule A

SENIORITY OF EMPLOYEES

Revised as of July 1, 2019

Division & Name of Employee	Job Classification	Town Seniority	Bargaining Unit Seniority	Classification Seniority
<u>VEHICLE MAINTENANCE DIVISION</u>				
Deneault, Stephen	Mechanic – Grade 1	8/21/17	8/21/17	8/21/17
Carvalho, Nelson	Mechanic – Grade 2	9/05/17	9/05/17	9/05/17
Davis, Robert	Mechanic – Grade 2	8/14/17	8/14/17	8/14/17
<u>HIGHWAY DIVISION</u>				
Tuttle, Kevin	HEO – Grade 1	10/20/86	10/20/86	3/05/97
Surette, Henri C.	Traffic Maintenance Specialist	9/02/86	9/02/86	5/20/02
Feliciano, Edwin	Chauffeur-Laborer	7/17/17	7/17/17	7/17/17
Hender, Richard	Chauffeur-Laborer	1/22/07	1/22/07	1/22/07
Jellison, Michael	Chauffeur-Laborer	5/14/18	5/14/18	5/14/18
Stevens, Jason	Chauffeur-Laborer	1/19/16	1/19/16	1/19/16
<u>STORMWATER DIVISION</u>				
Rivera, Juan C.	HEO – Grade 1	1/08/07	1/08/07	10/17/16
Deangelis, Robert	Chauffeur-Laborer	3/14/16	3/14/16	3/14/16
Page, Michael	Chauffeur-Laborer	2/04/08	2/04/08	2/04/08
<u>PARK & CEMETERY DIVISION</u>				
Skinner, Daniel	HEO – Grade 1	8/29/94	8/29/94	7/22/96
Niland, Edward	Chauffeur-Laborer	11/29/00	11/29/00	11/29/00
VACANT				
<u>SOLID WASTE/RECYCLING DIVISION</u>				
Orsogna, Michael	Solid Waste/Recycling Attend.	7/08/91	7/08/91	12/05/05
Schertzer, Steven	Solid Waste/Recycling Attend.	1/10/06	1/10/06	1/10/06
Williams, Joseph	Solid Waste/Recycling Attend.	3/30/98	2/15/99	10/03/16
<u>WATER DIVISION</u>				
Donnelly, David	HEO – Grade 1	11/05/04	11/05/04	7/13/15
Richwein, Scott	Water Systems Specialist	3/18/13	3/18/13	8/03/15
Mazerolle, Robert	Meter Reader/Installer	2/04/80	2/04/80	6/01/86

Schedule B

1. A Heavy Equipment Operator - Grade 1 must be licensed and able to operate the following units of equipment satisfactorily, provided, that this requirement shall apply only to the extent that such equipment is used in the department.

Backhoe

Bulldozer

Grader

Excavator

Front-end wheel loaders

Street sweeper

Catch basin cleaner, truck mounted

Shoveldozer

Municipal tractor with the following attachments:

Boom Flail

Small crawler tractor

APPENDIX A

AFSCME Council 93, Weston DPW Union

Authorization for payroll deduction of (check one):

_____ Agency Service Fee

_____ Union Dues

By _____

Last

First

Middle

TOWN OF WESTON

Effective: _____
Date

I hereby request and authorize you to deduct monthly from my earnings the amount established by Town of Weston Employees Association, as Agency Service Fee/Union Dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall continue in force unless written order of revocation is given by me to the Town.

Signed _____

Address _____
