

Memorandum

To: Jared Doucette, Business Representative
From: Robin A. Grimm, Ph.D., Town Administrator
RE: Addendum to Contract between the Town of Sturbridge and Sturbridge DPW – S.I.E.U. 888 AFL-CIO
Date: June 23, 2023

Section 6 of the Collective Bargaining Agreement shall have the following change made:

Paragraph 2, Sentence 2 shall be replaced with the following language:

Any employee who has not reached the maximum step as of the effective date of this contract shall advance from one step to the next highest step in any position classification effective on the actual date of his/her anniversary and shall be reflected in that same payroll.

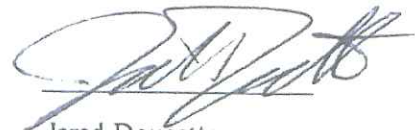
The Board of Selectmen has approved this amendment to the agreement on June 20th, 2023.

Town of Sturbridge



Robin A. Grimm, Ph.D.

SIEU 888



Jared Doucette

Agreement

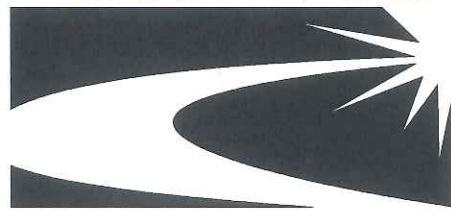
For

between

Town of Sturbridge

and

Local 888



SEIU

Stronger Together

CTW-CLC

**Local 888, S.E.I.U. AFL-CIO
DPW UNIT**

July 1, 2022 – June 30, 2025

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AGREEMENT

This Agreement made and entered into at Sturbridge, Massachusetts, pursuant to the provisions of General Laws, Chapter 150E, as amended, by and between the Town of Sturbridge, a municipal corporation hereinafter referred to as the "Town" and S.E.I.U., Local 888, DPW Unit hereinafter referred to as the "Union".

PREAMBLE

It is mutually agreed that both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work and conditions of employment.

It is further acknowledged that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any department or agency of the town government which is expressly provided for by State Statute, Town Charter or by-laws of the Town of Sturbridge except as expressly limited herein.

ARTICLE 1 UNIT REPRESENTATION

The Town, in accordance with the certification of the State Labor Relations Commission, Case No. MCR-4823, hereby recognizes that the SEIU, Local 888 is the sole and exclusive representative of all full-time permanent employees of the Department of Public Works of the Town of Sturbridge for the following job classifications: laborer/driver, equipment operator, heavy equipment operator, equipment operator/mechanic, head mechanic, working foreman, and senior equipment operator and excluding all other job classifications for the purpose of bargaining with respect to wages, hours of duty and other conditions of employment.

ARTICLE 2 MANAGEMENT RIGHTS

The employer shall not be limited in any way in the exercise of the functions of management and shall have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:

- a) The operation and direction of the department.
- b) The determination of the level of services to be provided.
- c) The direction, control, supervision, evaluation and transfer of employees.
- d) The establishment or change of job assignments.
- e) The determination and interpretation of job descriptions.
- f) The change or discontinuance of operations in whole or part.
- g) The institution of technological changes.
- h) The revising of processes, systems or equipment.

- i) The subcontracting of work, provided however, no subcontracting of bargaining unit work shall be awarded if a qualified employee is on lay off, subject to past practice regarding qualifications of employees.
- j) The use and employment of temporary employees on a seasonal basis provided, however, that no bargaining unit work shall be transferred.
- k) The alteration, addition or elimination of existing methods, equipment or facilities.
- l) The determination of the location, organization, number and training of personnel of the Department.
- m) The assignment of duties and work assignments.
- n) The assignment of job sites.
- o) The granting, scheduling and assigning of leaves.
- p) The scheduling and enforcement of working hours, and work breaks.
- q) The change of schedules and shifts during winter and other times, provided, however, if the Town intends to establish a night shift, the Town shall give prior notice to the Union, and, if requested by the Union, the Town shall engage in impact bargaining over such night shift prior to the implementation by the Town.
- r) The assignment of mandatory overtime, provided, however the Town shall assign non-emergency overtime to the senior qualified employee if available.
- s) The use and employment of non-bargaining unit employees including managerial and supervisory employees, to perform bargaining unit work when bargaining unit employees are not readily available.
- t) The hiring, appointment and promotion of employees.
- u) The demotion, suspension, discipline or discharge of employees for just cause.
- v) The layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reason; the making, amendment and enforcement of such rules, regulations, operating and administrative procedures from time to time, as the employer deems necessary; provided, however, that no specific provision of this agreement is violated.

2.1 Probationary Period

For all employees, the first six months shall be a probationary period. The probationary period may be extended up to a period of one year. Employees on probation shall be given a 90-day evaluation with the department head. Probationary employees' eligibility for various benefits under the contract are addressed in Articles pertaining to those benefits – including that decisions regarding their employment made during their probationary period are not subject to the grievance and arbitration procedures of Article 28.

ARTICLE 3 NO STRIKE

It is understood and agreed that the services performed by town employees included in this Agreement are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage, or other action at any time including upon termination of this Agreement, which will interrupt or interfere with said services performed by the Town of Sturbridge. No employee or representative of the Union shall cause or take part in any strike, work stoppage, sick-out, slowdown or other action which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employees meetings to bring about an immediate resumption of normal work. The Town agrees that it will not engage in any lock-out activity. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference of dispute during the existence of such violation or before normal work has been resumed. It is further agreed that if any employees covered by this Agreement engage in a strike, work stoppage, interruption or impeding of work in violation of this Agreement, the Town shall have the privilege of disciplining such employees within its complete discretion. If any dispute develops over whether or not any employee, whom the Town has disciplined or proposes to discipline, participated in the above violation, such disputes shall be handled in accordance with the grievance and arbitration provisions of this Agreement.

ARTICLE 4 EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees within this bargaining unit regardless of age, race, sex, color, national origin, religion, or membership or non-membership in the union. This principle shall be applicable in all phases of personnel administration and shall be binding on both the Town and the Union. Alleged violations of any state or federal anti-discrimination laws are not subject to Article 28 of this agreement beyond step 3 – if the individuals pursue remedies with any state or federal agencies or courts.

ARTICLE 5 CHECK-OFF (DUES DEDUCTIONS)

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form for such deduction and upon request, any additional dues amounts specified by the Union and authorized by the employee.

Employee Roster – The Town through the DPW will supply the Union a list of all current employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. The DPW will electronically submit this information to the Union for all new employees in the Department.

ARTICLE 6 WAGES

The wages for all employees in the collective bargaining unit covered by this Agreement shall be in accordance with the schedule that follows this Article.

It is understood and agreed that no expenditure or compensation will be paid to employees in accordance with this Agreement unless and until the requirements and procedures required by law and the provisions of the Town Charter are satisfied. Any employee who has not reached the maximum step as of the effective date of this contract shall advance from one step to the next highest step in any position classification effective on the first day of the pay period following the anniversary date of employment in continuous employment in the same position classification.

Bi-Weekly Pay/Direct Deposit: Effective July 1, 2019 all employees covered by this agreement shall be paid on a bi-weekly basis. Should the beginning of any fiscal year call within the first two weeks, pay period of said fiscal year, the payroll will be prorated accordingly. In addition, effective July 1, 2019 all employees covered by this agreement shall utilize direct deposit for all wages. Annual wage adjustments shall be as follows:

FY'23 – 3.0%
 FY'24 – 1.75 %
 FY'25 – 2.0%

The Town agrees to create a new classification of Head Mechanic to pay the same as Crew Chief.

GENERAL SALARY SCHEDULE

| FY 23 | 1.03 | | | | |
|------------------------------|---------|---------|---------|---------|---------|
| | yr 1 | yr 2 | yr 3 | yr 4 | yr 5 |
| Laborer/driver | 21.1459 | 22.1244 | 23.1029 | 23.8136 | 24.5243 |
| Equipment operator | 22.9690 | 24.102 | 25.2144 | 25.9663 | 26.7491 |
| Heavy Equipment Operator | 25.2041 | 26.471 | 27.7173 | 28.5516 | 29.4065 |
| Equipment operator/ Mechnaic | 25.9663 | 27.2744 | 28.6031 | 29.4477 | 30.3335 |
| Recycling Center Coordinator | 30.0245 | 31.4562 | 32.8673 | 33.8561 | 34.8758 |
| Senior Equipment Operator | 27.7482 | 29.0666 | 30.3644 | 31.7961 | 32.2287 |
| Crew Leader | 30.0245 | 31.4459 | 32.8673 | 33.8561 | 34.8758 |
| Head Mechanic | 30.0245 | 31.4459 | 32.8673 | 33.8561 | 34.8758 |
| Foremen | 32.8158 | 34.2887 | 35.8337 | 36.9049 | 38.0173 |

| FY24 – Revised wage scale | | | | | | |
|------------------------------|---------|---------|---------|---------|---------|------|
| | | | | | 102% | 102% |
| | yr 1 | yr2 | yr 3 | yr 4 | yr 5 | |
| Laborer/driver | 23.5072 | 24.2303 | 24.9535 | 25.4525 | 25.9616 | |
| Equipment operator | 25.6557 | 26.4207 | 27.2172 | 27.7616 | 28.3168 | |
| Heavy Equipment Operator | 28.2024 | 29.0513 | 29.9211 | 30.5195 | 31.1299 | |
| Equipment operator/ Mechnaic | 29.1037 | 29.9630 | 30.8643 | 31.4816 | 32.1113 | |
| Recycling Center Coordinator | 33.4425 | 34.4486 | 35.4861 | 36.1958 | 36.9198 | |
| Senior Equipment Operator | 30.8958 | 32.3525 | 32.7927 | 33.4486 | 34.1175 | |
| Crew Leader | 33.4425 | 34.4486 | 35.4861 | 36.1958 | 36.9198 | |
| Head Mechanic | 33.4425 | 34.4486 | 35.4861 | 36.1958 | 36.9198 | |
| Foremen | 36.4608 | 37.5507 | 38.6826 | 39.4563 | 40.2454 | |

| FY 25 | 1.02 | | | | |
|----------------|---------|---------|---------|---------|---------|
| | yr 1 | yr2 | yr 3 | yr 4 | yr 5 |
| Laborer/driver | 23.9773 | 24.7149 | 25.4525 | 25.9616 | 26.4808 |

| | | | | | |
|------------------------------|---------|---------|---------|---------|---------|
| Equipment operator | 26.1688 | 26.9491 | 27.7616 | 28.3168 | 28.8831 |
| Heavy Equipment Operator | 28.7664 | 29.6323 | 30.5195 | 31.1299 | 31.7525 |
| Equipment operator/ Mechnaic | 29.6857 | 30.5623 | 31.4816 | 32.1113 | 32.7535 |
| Recycling Center Coordinator | 34.1113 | 35.1376 | 36.1958 | 36.9198 | 37.6582 |
| Senior Equipment Operator | 31.5137 | 32.9996 | 33.4486 | 34.1175 | 34.7999 |
| Crew Leader | 34.1113 | 35.1376 | 36.1958 | 36.9198 | 37.6582 |
| Head Mechanic | 34.1113 | 35.1376 | 36.1958 | 36.9198 | 37.6582 |
| Foremen | 37.1900 | 38.3018 | 39.4563 | 40.2454 | 41.0503 |

An employee who is currently at step five and was already at Step 5 prior to FY22/23 will be placed at the "new" step three in July of FY24 as Step 3 is the former Step 5. However, because that would yield a 1.75% only, their assumed anniversary will be that same day and they will immediately progress to Step 4. An employee who is at Step 5, but who moved to Step 5 during 22/23 will move to the new Step 3 and receive no increase until July of FY25.

The Town shall also provide a longevity bonus as follows:

| | |
|----------------|-------|
| After 5 years | \$100 |
| After 10 years | \$200 |
| After 15 years | \$300 |

Additionally, it is understood that each position carries with it all responsibilities of lower paid positions (i.e. the Senior Heavy Equipment Operator is responsible for all duties that would be included in the positions of Equipment Operator/Mechanic, Heavy Equipment Operator, Equipment Operator and Laborer/Driver).

Generally, any existing employee promoted from within the department to a higher pay classification shall be promoted within the same column for years of experience (e.g. an employee with four years of experience that is promoted will remain in the same column for four years of experience). However, nothing herein shall prevent the Town and employee from agreeing upon making a promotional offer at a lower rate based upon total experience.

ARTICLE 7 OVERTIME PAY

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1-1/2) times his regular rate of pay for actual time required to be worked in excess of forty (40) hours in one work week. For purposes of computing overtime, military reserve, workers compensation and bereavement leave shall not be included, except during snow/ice emergencies.

- (A) – For all snow removal overtime, the employee shall receive an additional 12%. This is only applicable to funding eligible from the snow/ice budget line. The 12% does not apply during normal working hours.

ARTICLE 8 DISTRIBUTION OF OVERTIME

Insofar as practicable in the assignment of overtime, the department head shall maintain a roster of employees and award overtime on an equal opportunity basis. A current copy of the roster shall be posted on the bulletin board. Each employee shall be afforded an equal number of opportunities to work overtime with no obligation on the part of the Town to equalize actual overtime hours.

The overtime call list is a rotating call list. It consists of all personnel and the number of hours worked/charged since its creation. The call list will be followed until Snow & Ice scheduling requires crew leader shift coverage, at which time crew leaders will alternate shifts to provide emergency coverage. The senior crew leader will be offered the first shift, and the next senior will be offered the next shift and so on following a standard rotation.

- (A) The employee with the least amount of hours is at the top of the list and the employee with the most hours is at the bottom of the list. On July 1st of each year, the list shall be cleared, and a new list based on seniority will be established.
- (B) When a shift is required to be filled, employees will be called starting with the first name of the list. If that employee is sick, the employee is not charged for the hours available for that shift. If the employee declines with any excuse other than sick, or that they are on vacation, then that employee is charged the amount of hours the employee would have worked on the available shift.
- (C) After all personnel have been called and the shift has been assigned, the person making the calls enters the information into the computer and a new call list is generated.
- (D) All new employees will not start with "0" hours of overtime. New employees shall start with an overtime figure calculated on the average of the cumulative overtime hours of all other employees.
- (E) Any employee on medical leave longer than 2 weeks will be removed from the rotating overtime list. When their medical leave is over they will return to the list and they shall be credited with an overtime figure calculated on the average of the cumulative overtime hours of all other employees during the period they were out.

Consistent with efficient performance of the work involved and the best interest of the operation of the department, the employees eligible for overtime service must, in the opinion of the department head, be licensed to of perform the work involved.

ARTICLE 9 CALL-IN/CALL BACK

The Town reserves the right to call-in or call back employees during emergency situations. Employees called back to work after completing a work shift, or called in to work on a scheduled day off, will be paid for all hours worked, but will be guaranteed a minimum of four hours for the call-in period. Extensions of the work shift will not be subject to the guaranteed minimum. A two-hour minimum shall apply to early start of the work shift for unscheduled overtime.

ARTICLE 10 WORK WEEK AND HOURS

The regular workweek shall be five eight (8) hour days, Mondays through Friday. All employees shall be scheduled to work a regular work shift, and each work shift shall have a regular starting and quitting time. Work schedules showing a change in the employee's shift, work days and hours shall be posted in a conspicuous place, 14 calendar days prior to implementation.

The regular work day shall consist of an eight (8) hour day. Employees shall have an unpaid 30 minute lunch break during the work day.

ARTICLE 11 WORK BREAKS

An employee shall be entitled to two (2) fifteen minute work breaks a day on the site of the job, the first to be midway of the first four hours of work. Such work breaks may be rescheduled by the Department Head on any occasion when they unreasonably interfere, in his opinion, with the performance of a particular job undertaking. The work break shall be scheduled by the department head and not the employees involved.

ARTICLE 12 VACANCIES

When the employer decides to fill a vacancy which is covered by this contract, the employer agrees to post a notice of the vacancy on the bulletin boards at the Town Hall and on cable television and by notification in writing to the local media in a conspicuous place for a minimum of five (5) consecutive working days prior to filling such a vacancy. In addition, the Union Steward shall be notified of the job opening with the job description. The Town reserves the right to determine the qualifications of the applicants including such factors required to satisfactorily perform the duties involved. Consideration will be given to current employees that meet the qualifications for the position. The award shall be made to the most qualified applicant. Any current employee who applies for a promotion and is passed over has the right to request a meeting with the Department Manager to discuss their application.

ARTICLE 13 VACATION LEAVE

All permanent full-time employees subject to this plan shall be granted vacation pay on the following terms: Vacation allowances shall be based on the employee's anniversary date; shall be used during the anniversary year in which they are due and shall not accumulate from year to year. Except by explicit permission of the Town Administrator for unusual circumstances, no more than three weeks of vacation time shall be taken at one time. The DPW Director shall schedule vacations with consideration for Town needs and seniority.

| <u>Years of Service</u> | <u>Vacation Days Earned</u> |
|-------------------------|-----------------------------|
| 1 | 10 |
| 5 | 15 |
| 10 | 20 |
| 16 | 21 |
| <u>Years of Service</u> | <u>Vacation Days Earned</u> |
| 17 | 22 |
| 18 | 23 |
| 19 | 24 |
| 20 | 25 |

~~After 6 months of employment, if an employee successfully completes the probationary period, the employee shall be eligible to utilize 5 vacation days.~~

Vacation shall be accrued at .83 days per month for the first year – and may be used as accrued.

Vacation with pay shall not be granted to part-time or temporary employees. Employees eligible for vacation leave whose services are terminated by retirement, resignation, entrance into the Armed Services or by dismissal through no delinquency of their own, shall be paid for all accrued vacation leave credited to them.

It is understood that employees requesting to roll over up to five (5) days will not be denied in an arbitrary manner.

ARTICLE 14 HOLIDAYS

The following legal holidays as included in the official town calendar shall be observed by the Town of Sturbridge:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Juneteenth | |
| Independence Day | |

Employees in a full pay status shall receive eight (8) hours of pay for each holiday at the regular rate of pay. Whenever a legal holiday falls on a Sunday, the following day shall be observed as the holiday. An employee who actually works on a holiday shall receive, in addition to the holiday pay, a rate of pay at one and one-half (1-1/2) times the regular rate of pay for each hour worked. Payment for a holiday shall be made only if the eligible employee shall have worked, or be in a full pay status, defined as authorized vacation leave, bereavement leave, personal day and sick leave with a physician's certificate, on his last regularly scheduled working day prior to the holiday and the next regularly scheduled day after the holiday.

If a holiday falls on a vacation or scheduled day off, the employee shall receive an extra day off with pay.

ARTICLE 15 SICK LEAVE

Employees covered by this Agreement shall receive full pay for absence due to personal sickness, upon approval of the Department Head. Sick leave shall accrue at the rate of one day per month of employment by the Town, beginning with the first month of employment. This is to be considered a form of insurance for the employee, to be used only as intended. The Town reserves the right to request medical proof of illness when the Department Head deems it necessary. In such case the choice and payment of physician for such examination falls to the Town, unless the employee has been out of work for three (3) consecutive days. If an employee is out on an extended sick leave (defined as more than three (3) consecutive days) before returning from such sick leave, or during such leave, the employee at the discretion of the Town may be required to have a physical examination, at the expense of the Town, by a doctor designated by the Town, to determine the employees capacity to perform work assigned.

- A) The Town reserves the right to promulgate such rules and regulations deemed necessary to administer the provisions of the sick leave allowance. Employees will earn sick leave while on sick leave, and will be allowed to supplement workmen's' compensation with sick leave up to the employee's average weekly salary if employee so desires. Any time involved being examined by an MD at the Town's request will not be deducted from employee's wage.
- B) No employee shall engage in any outside employment, trade or occupation while on sick leave status.
- C) Employees shall not accrue sick leave for any period during which they are on layoff or other leaves of absence without pay.

- D) Notice must be given to the DPW Director or representative prior to the start of the regular shift. Notification shall be given for each work day that paid sick leave is requested unless a doctor's certificate is provided.
- E) An employee may utilize up to three (3) days of sick leave per fiscal year for the birth of a child or to care for an immediate family member with a serious health condition that requires medical attention requiring the employee's presence.

SICK LEAVE BUY-BACK

At the time of the retirement or death of an employee, the Town shall pay the employee for unused sick leave under the following conditions:

- A) An employee must have a minimum of ten (10) years of continuous full time employment with the town at the time of retirement or death;
- B) Payment shall be at the rate of \$35 per day up to a maximum of 100 days or \$3,500. For the purpose of computing the buy-back amounts in this section only, sick leave shall accrue to these maximum amounts.

ARTICLE 16 PERSONAL DAYS

All permanent, full-time employees shall be eligible for three (3) personal days per anniversary year. One of the personal days (8 hours) may be used in 2 hour increments – the remaining two personal days shall only be used as full days.

Personal days may not be carried over from year to year and reasonable notice must be given to the DPW Director prior to taking a personal day. Reasonable notice shall be defined as 48 hours notice, with the exception of emergencies that require less notice.

ARTICLE 17 BEREAVEMENT LEAVE

The Department Head may when, so requested by an employee in writing, grant a leave of absence not to exceed three (3) work days without loss of pay to enable such employee to properly attend the mourning and funeral of a member of his immediate family.

For the purpose of this Article, the immediate family shall be restricted exclusively to the following relatives of the employee; spouse, parents, parents of spouse, children, brother, sister, grandparents, grandchildren or any other person permanently residing with the family of the employee.

The Department Head may, when so requested, grant a leave of absence not to exceed one (1) work day without loss of pay to enable such employees to attend the mourning and funeral of a member of his/her extended family. Extended family shall include aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

Employees shall be granted sufficient time to attend services for fellow employees if said services fall on a work day.

If under extenuating circumstances additional leave is required, the Town Administrator may grant additional day(s) off without pay.

ARTICLE 18 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 his regular pay and his serviceman's pay including living and travel expenses for training or emergency duty, not to exceed seventeen (17) days in any one year. The employee must present to the Department Head an authenticated copy of the military orders and pay vouchers issued too him showing the dates on which the military duty was performed and amount paid. Lacking such substantiation shall be reason to deny payment of salary during such absence.

The employee must give at least two (2) weeks written notice of such duty to the Public Works Director or his designee.

ARTICLE 19 JURY DUTY

An employee of the Town who serves as a grand or traverse juror in a federal court or in the courts of the Commonwealth shall receive from the Town, the difference between his salary and the compensation he received for such jury service exclusive of any travel or other allowances upon receipt of evidence of compensation received for such jury service.

ARTICLE 20 LEAVE OF ABSENCE FOR EXTENDED ILLNESS/FMLA

Family and Medical Leave Act applies to any eligible employee who complies with the provisions of the Federal Family and Medical Leave Act (FMLA) at the time that a request is made.

The Town of Sturbridge will maintain coverage for the employee under any group health plan for the duration of the leave. The coverage provided will be at the same level and under the same conditions that would have been provided if the employee had not taken the leave.

In addition, in order to support the employee's ability to return to work, the Town will require that the employee provide medical certification from their physician showing that they are able or unable to resume their usual work load, highlighting any essential job function for which the Town may need to make reasonable accommodation.

If the leave is due to a serious health condition, the employee may take the leave intermittently, or on a reduced leave schedule when medically necessary. This option would reduce the usual number of hours per work week, or hours per work day of the employee, if medically necessary.

An employee shall utilize accrued, unused vacation leave, sick leave, and personal time to receive regular compensation with absent from work FMLA leave to care for the birth, adoption or foster care of a child or to care for an immediate family member with a serious health condition.

It should be noted that the Town and Union acknowledge that the FMLA may change from time to time and may change during the term of this agreement. Further information on the FMLA or the current laws governing FMLA may be obtained from either your Department Head or the Town Administrator.

ARTICLE 21 HEALTH PLAN COVERAGE

The Town agrees to pay 60% on the health insurance coverage with the employee paying 40%. The levels of benefits provided shall be determined by the Town. In the event the Town enters into an agreement to raise the Town proportion of cost or coverage of the health coverage plan, the employees of the Department shall be included in such revised plan.

ARTICLE 22 CLOTHING ALLOWANCE

The Town will annually provide five (5) fluorescent green cotton "T"-shirts and three (3) cotton sweatshirts to each employee. Such equipment and/or clothing shall remain the property of the Town and the employee shall be required to maintain and keep protective clothing in good repair. The Town will provide protective clothing when required by the task to be performed, or the weather conditions, as may be deemed necessary by the Department Head.

The Town will provide eleven (11) cotton pairs pants and shirts. The Town shall provide two jackets for the mechanics. Improper use resulting in damage or loss to clothing items will be billed to the employee.

In addition to the uniforms, the Town will provide the employees with an annual, lump-sum payment according to the following schedule:

| | |
|-------------|----------|
| July 1 - | \$300.00 |
| January 1 - | \$300.00 |

Failure of the employee to report to work with the proper clothes to perform their duties may result in discipline of the employee by the Department Head which may include dismissal from work until the proper clothes or equipment is obtained.

ARTICLE 23 SPECIAL EQUIPMENT LICENSES

The Town requires an employee to hold one or more of the licenses listed below as a condition of his job classification and assignment, the amount of the license fee shall be reimbursed by the Town to the employee, subject to a receipt.

Any license required as a condition of an employee's job classification must be maintained while employed by the Town and failure to maintain such license may constitute grounds for termination.

The Town agrees to reimburse the employee for license costs, required physicals and required retraining to obtain and maintain special equipment licenses as determined by the DPW Director, including the CDL Drivers License, hoisting license and any other license that may be deemed necessary by the DPW Director. The Town reserves the right to provide the training opportunity to the employees as the DPW Director sees fit and the DPW Director must pre-approve the training before it is taken.

The Town requires the air brake endorsement and current medical card with either Class A or B Commercial Driver's License.

Mechanics shall be provided with a single account of \$1,000 annually and be authorized to purchase tools on behalf of the Department from such account. Such tools shall be the property of the Town and remain in the workplace subject to an accountability policy.

ARTICLE 24 COURSE REIMBURSEMENT

The Town encourages employees to seek additional education and training in their chosen field. The Town will reimburse regular full time employees seventy-five percent (75%) of tuition or registration costs (not including fees), for successful completion with a minimum course grade of "B" of job related courses. In addition, the Town will pay up to thirty dollars (\$30) for required text books for each course.

If you want to enroll in a continuing education course, a request for approval must be submitted in writing to your supervisor prior to the start of the course and be approved by the Town Administrator.

Tuition reimbursement will not apply in cases where you are reimbursed from other sources (i.e. Veteran's educational benefits) unless the other reimbursements are less than the cost of the course. In those cases, the tuition reimbursement program will pay the difference.

The Town will pay for all mandated courses.

ARTICLE 25 UNION STEWARD

The Town will authorize one (1) permanent, full-time employee who has been employed for a minimum of one full year, to act as the Steward for the Union. The Union will notify the Town Administrator in writing, the employee designated as the steward and may designate an alternate in case of absence. The steward who may lose time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such lost time, up to a maximum of forty-five (45) minutes per day, but not to exceed a total of three (3) hours per week. In every instance, the steward shall notify the Department Head or his designated representative in advance that time is being taken and for what purpose. The collection of dues or assessments and solicitation of membership and consultation about union affairs shall be restricted to non-working hours.

ARTICLE 26 UNION ACTIVITIES

The Union and its representatives shall have reasonable access to the employees to post union notices on the bulletin board and discussion of working conditions, provided that it does not interfere with the performance of the duties of the employees and that prior approval for such access is obtained by the Department Head or his designated representative.

ARTICLE 27 DISCIPLINARY PROCEDURE

For the purposes of this section, the Town recognizes that the demotion, suspension, discipline or discharge of employees shall be for just cause as described in Article 2 (U).

If a departure from accepted practice is determined, the Town of Sturbridge has a formal process to identify the behavior at issue and counsel the employee(s) involved. The components of the disciplinary program include:

1. **Verbal Reprimand** – If the issue is a relatively minor infraction, a one-on-one discussion with your immediate supervisor will occur to identify the issue and reach agreement on timing and the expectations for corrective action. You will be advised that the reprimand will be noted in your personnel record and can be removed from your file after sixty (60) days if the corrective action has occurred. The Department Head shall notify the Town Administrator when a verbal reprimand is given.
2. **Written Reprimand** – If the initial problem is more serious, the process may begin with a written reprimand that will remain in the file for six (6) months. A written reprimand is also necessary if the agreement reached by the two parties during verbal counseling is not honored and the behavior identified has not changed.

When a written reprimand is issued, a meeting will be held with your supervisor to review the infraction(s) that is the basis for the written reprimand and the timing and corrective action required. You will be asked to sign the reprimand and a copy will be sent to the Town Administrator.

3. **Suspension or Discharge** – Suspension or discharge may immediately result without steps 1 or 2 for actions that are serious enough to warrant such action after the approval of the

Department Head and Town Administrator. Further violations while a written warning is in effect will result in discipline up to and including suspension without pay or discharge.

Disciplinary actions are subject to the approval of the next level of management. In all instances, both your right to privacy and the right of the public to have access to public information shall be preserved, by observances of the appropriate statutes and laws governing both.

ARTICLE 28 GRIEVANCE PROCEDURE

A grievance is defined as any violation or misinterpretation of the provisions of this Agreement including, the discipline or discharge of an employee for just cause, made by one or more employees which is reduced to writing and filed for processing as defined in the grievance steps. Probationary employees shall have the right to bring grievances under this Article, however, probationary employees shall not have the right to bring grievances relating to the discharge of the employee during his probationary period.

While both parties may maintain files of grievances and the disposition thereof, the Town shall not make any entry or file any paper in the personnel file of an employee involved in a grievance except as may be required to implement the disposition thereof.

No reprisals of any kind shall be taken by any party hereto against any person or party who participates in any grievance proceeding by reason of participation.

All grievances under consideration must be processed in accordance with the terms of this Agreement in effect at the time the incident which gave rise to the grievance occurred.

In the event an employee believes he has a grievance, it shall first be discussed by the employee or the employee and the Union and the immediate supervisor. If no satisfactory settlement is made, then the matter shall be settled in the following manner:

STEP 1: The Union shall, within ten (10) calendar days after the incident which gave rise to the grievance occurred, present the grievance in writing to the Department Head. The grievance shall state the nature of the incident, the section or sections of the Agreement on which the grievance is based, the relief sought and it shall be signed the employee aggrieved and the Union steward. The Department Head shall review the grievance and give a written decision within seven (7) calendar days of the receipt of the grievance.

STEP 2: If no satisfactory settlement is agreed upon as provided in Step 1, the Union shall be given five (5) calendar days to refer the grievance to the Town Administrator. Upon receipt of the grievance, the Town Administrator shall schedule a meeting to be held within seven (7) calendar days at which time resolution of the grievance shall be the goal.

The Town Administrator may require the attendance of the aggrieved or may request exclusion of the same. The Town Administrator shall decide the matter and give notice of the decision to the employee and the Union Steward within seven (7) calendar days of said meeting.

STEP 3: If no satisfactory settlement is agreed upon as provided in Step 2, the Union shall be given five (5) calendar days to refer the grievance to the Board of Selectmen. Upon receipt of the grievance, the Board of Selectmen shall schedule a meeting to be held within seven (7) calendar days at which time resolution of the grievance shall be the goal.

The Board of Selectmen may require the attendance of the aggrieved or may request exclusion of the same. The Board of Selectmen shall decide the matter and give notice of the decision to the employee and the Union Steward within seven (7) calendar days of said meeting.

STEP 4: If no satisfactory settlement of the grievance is reached as provided in Step 3, the matter may be submitted to arbitration if the aggrieved employee or the employee and the Union shall so request in writing within ten (10) calendar days after the Board of Selectmen's decision in Step 3.

Within thirty (30) calendar days after notifying the Board of Selectmen in writing that it desires to arbitrate a grievance, the Union shall file with the a mutually agreed (town and union) arbitrator. The Town and Union shall follow the processes established by the arbitrator panels at the time the arbitration is filed.

The arbitrator shall consider only the particular issue or issues presented to him/her in writing by the Board of Selectmen and the aggrieved employee or the employee and the Union.

The authority of the arbitrator shall be limited to the interpretation or application of the Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

The arbitrator shall have no power to establish salary ranges, differentials, stipends, pay levels or longevity payments of any kind.

The written decision of the arbitrator, so made, shall be final and binding on both parties.

The cost of the services of arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, will be borne equally by the Town and the aggrieved employee or the Union, but each party shall bear its own expenses for the presentation of its case.

Time limits contained in the steps of the grievance procedure may be extended by written mutual agreement of the parties.

The parties agree to follow each of the foregoing steps in the processing of the grievance; and if any step, the Town's representative fails to give his written answer within the time limits therein set forth, it will be deemed denied and the Union may, appeal the grievance to the next step at the expiration of such time limit.

If a grievance is not presented within the time limits set forth above, it shall be considered waived.

ARTICLE 29 SAFETY

Whenever an employee believes there is a safety issue, he may call his supervisor, who shall evaluate the matter and respond appropriately, including determining whether the employee can safely work under the specific condition. There shall be at least two people assigned to burials and for tree work involving chainsaws

ARTICLE 30 SAFETY COMMITTEE

There shall be established a Town of Sturbridge DPW Safety Committee composed of three (3) members of the bargaining unit and two (2) members of management. The Committee shall meet from time to time as needs arise, to discuss safety matters and to make recommendations concerning safe operations.

ARTICLE 31 SUBSTANCE ABUSE POLICY

30.1 Alcohol and Drug Testing Policy

- A. Purpose and Scope – The purpose of this policy is to ensure a safe, healthful and productive work environment and to protect the health and welfare of the citizens of the Town. This policy outlines the responsibilities of employees and supervisors with regard to alcohol and drug testing of employees. The intent of this policy is to combine disciplinary action with rehabilitation.
- B. Applicability – This policy applies to all employees covered by this agreement.
- C. Definitions – The following words and phrases shall apply to this policy:
1. Controlled Substances – Any drug included in Schedules I through V, as defined by Section 8.02(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of “Controlled Substance” in Chapter 94C of the Massachusetts General Laws (for example, but not limited to: cocaine, marijuana, valium, morphine, anabolic steroids). The term does not include the use of prescribed drugs, which have been legally obtained and are being used for the purpose for which they were prescribed.
 2. Illegally-Used Drugs – Any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA, fentanyl), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purposes.
 3. Alcohol – Colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.
 4. Medical Review Officer (MRO) – A licensed physician responsible for receiving laboratory drug testing results that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test relative to the employee's medical history and other relevant biomedical information.
- D. Policy Regarding Alcohol and Drug Testing –
1. It is the policy of the Town to require pre-employment (drugs only), random, reasonable suspicion and post accident alcohol drug testing. This policy generally explains the requirements of the regulations and the Town's application of them.
 2. The performance of duties related to employment with the Town is prohibited by employee's having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test; by employees using alcohol or within four (4) hours after using alcohol; and by employees in the possession of medication containing alcohol unless the package seal is unbroken.
 3. Use of controlled substances by employees covered by this agreement is prohibited, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their duties. Employee's undergoing prescribed medical treatment with any drug must report the drug used to their supervisor.
- E. Procedures:

1. Types of Tests - To the extent practicable, all tests will be conducted during the employee's normally scheduled work hours. The following tests are required:
 - a) Pre-Employment (Pre-Use) - All applicants for employment are subject to screening for controlled substances, or candidates for transfer or promotion to such a position (pre-use) are subject to screening for improper use of controlled substances.
 - b) Post Accident - An accident is defined as an incident involving a motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle being required to be towed from the scene. Tests will be conducted after accidents on employees in Town vehicles, in an accident where a citation for a moving traffic violation was given the employee and for all fatal accidents even if the employee is not cited for a moving traffic violation. Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours after the accident. Employees must refrain from all alcohol use until the test is complete. Post accident drug tests must be conducted within 32 hours.
 - c) Reasonable Suspicion - Tests will be conducted when a supervisor observes behavior or appearance that is characteristic of alcohol or drug use. If an employee's behavior or appearance suggests alcohol or drug use, a reasonable suspicion test must be conducted. If a test cannot be administered the employee must be removed from duty for at least 24 hours. Other than refusal to submit under Section 2(c) of this agreement, the employee shall be provided paid administrative leave, unless the employee subsequently tested positive, which would result in the leave being unpaid administrative leave. Testing for alcohol abuse must be based upon reasonable suspicion, which arises just before, during or just after the time when the employee is on duty. Testing for substance abuse may occur at any time upon reasonable suspicion. Reasonable suspicion testing may only be conducted after consultation with the DPW Director or his/her designee.
 - d) Random - Tests will be conducted on a random, unannounced basis just before, during or after being on duty for alcohol, or at any time for drugs. Each year, the number of random alcohol tests conducted by the Town must equal at least 25% of all employees (including CDL testing). Random drug tests conducted by the Town must equal at least 50% of all employees (including CDL testing). The random testing procedure shall be provided by the Massachusetts Interlocal Insurance Association (MIIA) or any testing procedure that is subsequently agreed to by the Town and Local.
 - e) Return to Duty and Follow-Up - Tests will be conducted when an employee who has violated the prohibited alcohol or drug standards returns to duty. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after a employee returns to duty. Follow-up testing may be extended for up to thirty-six (36) months following the return to duty.
2. Conducting Tests –
 - a) Alcohol - Breath testing using evidential breath testing (EBT) devices will be used. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.04 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.04 or greater, a second, confirmation test must be conducted.
 - b) Drugs:
 - (i) Drug testing is conducted by analyzing an employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements will

ensure that the specimen's security, proper identification and integrity are not compromised.

(ii) A split specimen procedure shall be used. Each urine specimen will be subdivided into two (2) bottles labeled primary and split. Both bottles will be sent to the laboratory. Only the primary specimen will be opened and used for the urinalysis. The split specimen will remain sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee will have 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

(iii) All urine specimens will be analyzed for the following drugs:

Marijuana(THC metabolite)
Cocaine
Amphetamines
Opiates (including heroin)
Phencyclidine (PCP)

(iv) Testing will be conducted using a two-stage process. First a screening test will be performed. If the test is positive for one or more of the drugs, a confirmation test will be performed for each identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

(v) All drug tests will be reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO will contact the employee and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

c) Refusal to Submit to an Alcohol or Drug Test and the Consequences - Refusal to submit (to an alcohol or controlled substances test) means that an employee (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy, or (3) engages in conduct that clearly obstructs the testing process.

Employees who refuse to submit to an alcohol or drug test or switch or adulterate any blood or urine sample shall not be allowed to perform their duties. Employees who refuse to submit to a test, switch or adulterate a sample, shall be subject to discipline, up to and including discharge.

3. Consequences of Alcohol/Drug Misuse:

a) Alcohol or Illegally Used Drugs – Any employee that tests positive for alcohol or illegally used drugs shall be subject to disciplinary procedures up to and including termination. However, the first time an employee tests positive for alcohol or illegally used drugs, the employee shall be offered and the employee shall sign a Rehabilitation Agreement (See Appendix A) and the employee shall receive up to five (5) days suspension. Note that refusing to sign the Rehabilitation Agreement under these circumstances constitutes a

separate violation of this policy. Employees who sign the Rehabilitation Agreement and undergo treatment will be assigned administrative duties until such time as they are certified, by the treatment provider, to be recovering at which time the disciplinary action, being held in abeyance will not be served. A record of the original disciplinary action, as well as successful completion of rehabilitation shall remain in the employee's medical personnel file. The employee will also be subject to follow-up drug testing as described in Section (E)(1)(e)

- b) **Controlled Substances** – Employees who receive a verified positive test result for controlled substances will be subject to termination. However, where the employee's only violation is a positive test for controlled substances and it is the employee's first offense, the Town shall offer voluntary submission to the following alternative program:
 - 1) Up to a 45 day suspension without pay.
 - 2) Execution of a Rehabilitation Agreement and submission to a treatment and rehabilitation program.
 - 3) Placement in an administrative position until certified by the treatment provider to be recovering.
 - 4) Submission to follow-up testing as described in Section (E)(1)(e).
- c) **Consequences of Violation** – Any violation of this policy shall lead to disciplinary action up to and including termination. The severity of the action chosen will depend on the circumstances of each case.

The Town will utilize progressive discipline excluding the provisions provided for in paragraph (E)(3) (a) & (b) for the second offense. However, a positive test in itself shall not constitute grounds for termination. Upon a third offense the employee shall be terminated. The DPW Director may, at his discretion, suspend any disciplinary action while an employee is undergoing substance abuse treatment subject to a Rehabilitation Agreement. Refusing to sign a Rehabilitation Agreement shall result in a recommendation of termination.

Failure to adhere to the terms of the rehabilitation agreement shall result in disciplinary action up to and including termination.

4. Information/Training:

- a) current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug use. All employees must receive a copy of this policy and sign the Confirmation of Receipt provided by the Town, prior to any testing.
- b) All supervisory and management personnel in the Public Works Department must attend at least two (2) hours of training on alcohol and drug use symptoms and indicators used in making determinations for reasonable suspicion testing. Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy. Periodic, ongoing training will also occur after implementation of the policy.
- c) This policy will be posted on employee bulletin boards and will be available to all employees.
- d) Educational information will be made available periodically which will focus on (a) the potentially dangerous effects of alcohol and drug use and abuse on an individual's health, work and personal life; (b) signs/symptoms of an alcohol or drug problem; (c) methods of intervening when an alcohol or drug problem is suspected; (d) the procedures associated with pre-employment drug screening and "reasonable suspicion"

testing; (e) the effects on job performance measured in loss of productivity; and (f) the potential safety hazards presented to the individual employee, other employees and the public.

- e) All recruitment advertising for the DPW Department will include the statement "Drug/Alcohol screening is a condition of employment" at the bottom of the advertisement/posting with the EEO statement.
- f) All final candidates for employment will be given a copy of this policy, and be given the opportunity to read the policy in its entirety.

5. Record Keeping:

- a) The Town will keep detailed records of its alcohol and drug misuse prevention program.
- b) Employee alcohol and drug testing records are confidential to the extent required by law. Test results and other confidential information may only be released to the employer, the substance abuse professional, the MRO and any factfinder in a proceeding resulting from, or in connection with, the testing program or for an appeal of disciplinary action under these provisions and at the employee's request.

6. Pre-Employment References:

- a) The Town must obtain and review the following information from each employer that the prospective employee worked for, in during the previous two (2) years: information about a test in which the employee's blood alcohol was 0.04 or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and drug testing program.
- b) The prospective employee must provide the former employer with a written release allowing the release of this information or he/she will not be considered for employment.
- c) If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has already consulted with a substance abuse professional, already received recommended treatment, and subsequently tested negative in a return-to-duty test for the former employer.
- d) The Town must provide the same information to subsequent employers of current Town employees when provided with a written release.

7. Questions - Questions about this policy should be referred to the employee's supervisor, DPW Director or the Town Administrator.

8. Administration of Policy - The Town Administrator shall administer this policy. The Town Administrator may delegate the responsibility for such administration to the DPW Director.

9. Rules and Regulations - The Town Administrator may adopt administrative rules and regulations in accordance with federal law, to implement this policy.

ARTICLE 32 WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining. It is further acknowledged that this Agreement constitutes the entire Agreement between the parties with respect to rates of pay, wages, hours of employment, and other conditions of employment, and supersedes all prior agreements, understandings and practices pertaining thereto, which shall be effective during the term of this Agreement, and shall be subject to and conditioned upon compliance with all statutory requirements. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 33 AGREEMENT DURATION, TERMINATION AND CHANGES

1. **EFFECTIVE DATE:** This Agreement between the Town and the Union shall constitute an entire agreement between the parties effective July 1, 2016 through June 30, 2019 and shall supersede any other Agreement. This Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached.
2. **TERMINATION:** This Agreement shall remain in full force and effect until June 30, 2019. This Agreement shall thereafter automatically renew itself for successive terms of one (1) year each, unless one hundred twenty (120) days prior to the expiration of this Agreement termination date, either party shall have given the other party written notice, by registered mail of its desire to modify or terminate this Agreement.
3. **CHANGES:** Either party may request on August 1, 2018 or any date thereafter but prior to January 1, 2019 collective bargaining discussions for a new Agreement or amendments thereto to be effective after the termination date of this Agreement by giving written notice of such request to the other party. Upon receipt of such a notice, the other party shall seek to establish a meeting between the parties.

ARTICLE 34 SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby. In the event that any mandatory State or Federal Law is enacted after the effective date of this Agreement which materially changes the obligations of either party, the affected party shall have the right to reopen negotiations for the sole purpose of adjusting that portion of the agreement that is affected by such mandatory legislation.

ARTICLE 35 SENIORITY

Seniority is the length of continuous, uninterrupted service of each employee, calculated from the first day actually worked for the Sturbridge Department of Public Works.

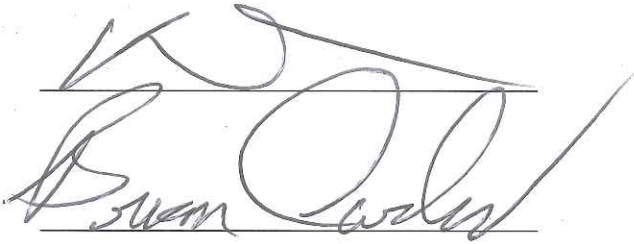
ARTICLE 36 STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the Agreement terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver to relinquishment of the right of the Town or the Union to future performance of any such term or conditions, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Union and the Town have caused this Agreement to be executed in their names by duly authorized representatives.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 888

TOWN OF STURBRIDGE
BOARD OF SELECTMEN






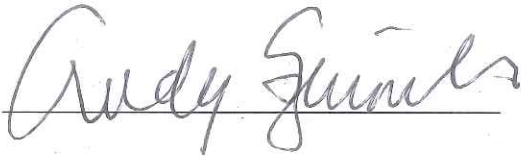


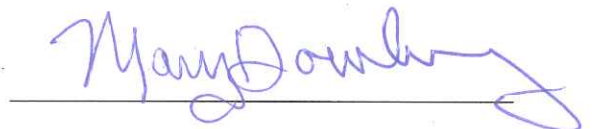













Local 888, SEIU


Town Administrator

Dated: 5-15-23

APPENDIX A
REHABILITATION AGREEMENT

Name _____

Date _____

On _____, the Sturbridge DPW Department agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and/or drug abuse. The following conditions apply to your rehabilitation program:

You must authorize your treatment provider to provide proof to the DPW Director of enrollment in a rehabilitation program and proof of attendance at all required sessions on a monthly basis. Your attendance will be monitored closely and the DPW Director will initiate appropriate disciplinary action up to and including termination if you do not regularly attend all sessions.

You must adhere to all of the requirements of the drug or alcohol treatment or counseling program in which you are enrolled.

If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The DPW Director will take disciplinary action if you are absent as a result of alcohol or drug use.

You will pay for all costs of rehabilitation which are not covered under the employee's health plan.

During the twelve month period following the completion of your rehabilitation program, you will be required to comply with Section (E)(1)(e) of the Substance Abuse Policy (Art. 31).

You must meet all established standards of conduct and job performance. The DPW Director will institute appropriate disciplinary action if your on-the-job conduct or performance is unsatisfactory.

Failure to comply with all of the above conditions will result in the institution of appropriate disciplinary action, up to and including termination. Furthermore, rehabilitation personnel will notify the DPW Director in writing or appear for testimony at administrative or court hearings in the event the employee has not complied with the designated rehabilitation program.

I hereby voluntarily agree to all of the above conditions and authorize my treatment provider to provide the DPW Director with proof of my enrollment and attendance at the recommended rehabilitation program. I sign this rehabilitation agreement of my own free will and without duress.

Employee _____

Date _____

DPW Director Approval _____

Date _____

Town Administrator Approval  _____

Date 5-15-23