



AGREEMENT

between

TOWN of MEDWAY

and

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

of the

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO**

on behalf of

MEDWAY PUBLIC EMPLOYEES' LOCAL UNION

(Administrative, Department of Public Works, Clerical)



July 1, 2024 through June 30, 2027

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ARTICLE 1 PREAMBLE

1.1 **AGREEMENT** made this day of February 2024, by and between the Town of Medway, Massachusetts, hereinafter called the “Employer,” and the Massachusetts Laborer's District Council of the Laborers' International Union of North America, AFL-CIO, hereinafter called the “Union,” on behalf of employees in the Town of Medway, as contained in the certification of the Massachusetts Labor Relations Commission MCR- 4350, 4351, 4352.

1.2 DEFINITIONS

(a) Authorized Leave shall mean earned and approved vacation days, personal days, holidays, compensatory time, and sick days when approved by the department head.

(b) Employee shall mean an employee of the Town occupying a position defined in Article 2 - Recognition.

(c) Full-time employee shall mean any employee regularly scheduled to work forty (40) hours per week for a scheduled fifty-two (52) weeks per year minus authorized leaves provided for in this Agreement. Effective July 1, 2025, full-time shall mean any employee regularly scheduled to work at least thirty-seven (37) hours per week.

(d) Permanent Employee shall mean any employee retained on a continuing basis in a permanent position.

(e) Permanent Part-time Employee shall mean an employee having established hours of work that are less than a full-time employee provided, however, that it is for a scheduled fifty-two (52) weeks and is regularly scheduled to work at least twenty (20) but less than forty (40) hours per week minus authorized leaves provided for in this Agreement. Except as otherwise provided herein, Permanent Part-time employees shall receive prorated benefits.

(f) Temporary/Seasonal Employee shall mean an employee that is appointed for a fixed period of time or for the summer season, not to exceed 180 days; to replace employees who might be absent for extended periods, or conditions caused by increased workload.

(g) Emergency Employee shall mean a non-competitive appointment to a position for a period of time not to exceed two (2) weeks to prevent stoppage of public business that was caused, or may be caused, by an emergency as declared by the Select Board.

(h) Appointing Authority shall mean the Town Manager.

(i) Human Resources Director shall mean the Town Manager or designee.

(j) Department Head shall mean the person responsible for supervising a department's operations and activities.

(k) Probationary Period shall mean all newly appointed employees are considered probationary employees until that individual has been employed for six (6) months, exclusive of absences from the workplace, subject to extension under Section 16.3.

(l) Promotional Probation Period shall mean any individuals who are promoted shall serve a thirty (30) day probationary period in the new position.

(m) Town or Employer shall mean Select Board of the Town of Medway, Massachusetts.

(n) Union Steward shall mean the person authorized in writing by the Union to act on its behalf on day-to-day matters.

ARTICLE 2 RECOGNITION

2.1 The Town recognizes the Union as the exclusive collective bargaining agent, so certified by the Massachusetts Labor Relations Commission, MCR-4350, 4351, 4352.

2.2 The Town hereby recognizes the Union to be the exclusive representative of those employees of the Town comprising the certified bargaining unit for the purpose of collective bargaining with respect to wages, hours, and conditions of employment, excluding any employees who are not regularly scheduled to work at least twenty (20) hours per week. Employees hired prior to July 1, 2009, shall remain in the bargaining unit regardless of the number of hours they worked. Employees hired on or after July 1, 2009, and through and including June 30, 2012, are not subject to the 20-

hour per week exclusion, provided they worked at least fifteen (15) hours per week. The amendments to this provision shall not be construed to allow an individual who did not work a sufficient number of hours per week to be a member of the bargaining unit in the past to now become a bargaining unit member unless now regularly scheduled to work at least twenty (20) hours per week.

Positions covered by and under this agreement are listed on pay scales attached hereto as Appendix A (Administrative Unit), Appendix B (DPW/Public Works Unit), and Appendix C (Library Unit). The Town shall determine the numbers, if any, of individuals that will fill each position pursuant to Article 3 herein.

Effective upon the termination of employment of the current Planning Coordinator, the parties agree that the position shall no longer be considered a part or member of the bargaining unit and shall be classified as non-union.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 The Town shall not be limited in any way in the exercise of the functions of municipal management or government, and the Town shall have retained and reserved unto itself, and may exercise without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government including, but not limited to, the following:

- (a) the operation, direction and control of the affairs of various Town Departments in all of their various aspects;
- (b) the determination of the level of services to be provided;
- (c) the direction, control, supervision and evaluation of employees, subject to Article 19.2;
- (d) the determination of employee classifications;

- (e) the determination and interpretation of job descriptions, provided the Town gives the Union notice and an opportunity to bargain over material changes;
- (f) the planning, determination, direction and control of all the operations and services of the Departments (and their units and programs);
- (g) the increase, diminishment, change or discontinuation of operations, methods, facilities, processes, services or techniques, in whole or in part;
- (h) the institution of technological changes from time to time or the revising of processes, systems or equipment;
- (i) the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (j) the determination of the location, organization, number and training, including in-service, physical and other training, of employees in the Departments, or their units and programs;
- (k) the assignment of employees to duties and work assignments, and to any changes in duties and work assignments, subject to two (2) weeks' notice except in the event of an emergency;
- (l) the creation, assignment and change of shifts, including the establishment, determination and change, from time to time, of shift times and shift assignments, and the determination of the number of shifts and the changing of the number of shifts, subject to two (2) weeks' notice;
- (m) the use of non-bargaining unit Personnel to perform bargaining unit work, provided the Town gives the Union notice and an opportunity to bargain over material changes in the allocation of work to non-bargaining unit personnel;
- (n) the assignment to work sites, including the change of work sites, from time to time;
- (o) the granting and scheduling of leaves, including administrative leave;
- (p) the scheduling and enforcement of working hours, subject to Article 21;
- (q) the assignment of, and requirement to perform, overtime, subject to Article 21;
- (r) the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours;

- (s) the requirement that employees respond to a recall, subject to Article 21;
- (t) the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis;
- (u) the selection, hiring, appointment, employment, testing and promotion of employees, including temporary employees, including the determination of qualifications and requirements for the position;
- (v) the reprimand, suspension, demotion, discipline or discharge of employees, subject to Article 12;
- (w) the layoff of employees including the staggering of work due to lack of funds or work;
- (x) the relief of employee from duty for incapacity to perform duties, or for any other good faith reason;
- (y) the making, implementation, amendment, and enforcement of rules and regulations and operating and administrative procedures as the Town deems necessary;
- (z) the establishment from time to time of dress codes and uniform standards, including the determination of whether a uniform will be worn, the type, quality, color and brand of uniform and the equipment to be used;
- (aa) the inspection of uniforms and equipment from time to time;
- (bb) the reorganization of the Departments in whole or in part, provided the Town shall give the Union notice and an opportunity to bargain over the impacts of a reorganization; and
- (cc) the appropriation of funds;

except to the extent expressly abridged by a specific provision of this Agreement.

3.2 Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided to the Town by law.

3.3 Notwithstanding any provision in this Agreement to the contrary, during an emergency, the Town shall have the right to take any action necessary to meet the emergency.

3.4 Any matter arising under the exercise of a management right by the Town pursuant to this Article 3, or any matter reserved to the discretion of the Town by the terms of this Agreement, shall not be subject to the grievance and arbitration procedure set forth in Article 13, nor be construed as grievable.

3.5 The Town's failure to exercise any right, prerogative or function hereby reserved to it or the Town's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Town's right to exercise such right, prerogative or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4 AGENCY FEE

4.1 Effective the thirtieth day following the beginning of employment, each member of the bargaining unit, who is not a member of the Association in good standing, shall be required as a condition of employment to pay a monthly agency service fee during the life of this Agreement to the Association in an amount equal to the cost of contract administration and negotiations.

4.2 In the event that an employee has not earned enough in a pay period to satisfy the employee's agency fee obligation, the Association shall collect those fees directly, and the Town shall not be held responsible for collection of those fees.

4.3 This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Association dues under Article 5 of this Agreement.

4.4 No action by the Town shall be considered against any member of the bargaining unit for failure to meet the member's agency service fee obligation unless and until the Association certifies in writing to the Town said member of the bargaining unit has not met the obligation imposed by this Article.

ARTICLE 5
PAYROLL DEDUCTION OF UNION DUES

5.1 The Town shall deduct regular Association dues in the amount stated by the Union and authorized by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Association office. The deduction of dues shall be in accordance with approved Town procedures.

ARTICLE 6
UNION BUSINESS

6.1 The Town agrees to recognize one (1) Union Steward duly designated by the Union to act as its agent.

6.2 The Union shall furnish annually, in writing, to the Town the name of each steward and the assigned Union representative of the local.

6.3 Employees and Stewards shall not engage in Union activities, except those protected by the M.G.L. C. 150E, during working hours or on Town owned or leased property, except with the written consent of the Employer. Examples of permitted activities include arbitrations, grievances and training seminars for union stewards.

6.4 Authorized representatives of the Union shall have access to the Town's premises during work hours, subject to the approval of the Town, to discuss matters of common concern.

6.5 One member from Unit A, B, and/or C will be offered time off with pay for the purpose of negotiations with the Town.

ARTICLE 7 DISCRIMINATION

7.1 There shall be no discrimination by the Union or Employer against any employee because of race, creed, color, national origin, age, as defined by law, or sex, sexual orientation, as defined by law, religion, disability, genetic information, ancestry, or military status.

7.2 The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to consideration of race, creed, color, national original, age, as defined by law, or sex, sexual orientation, as defined by law, religion, disability, genetic information, ancestry, or military status.

ARTICLE 8 APPLICABLE LAW AND REGULATIONS

It is understood that the provisions of the Agreement shall be subordinate to any present or subsequent federal, state, or municipal law, ordinance or published regulation to the extent that any portion hereof is in conflict therewith and nothing herein shall require the Employer to do anything inconsistent with said law, ordinance, or published regulation under which it may, from time to time, operate or exist, nor anything inconsistent with the orders or published regulation of any competent government authority having jurisdiction to issue same. The administration of all matters covered by this Agreement is governed by the provisions of any existing or future laws, and Agreement shall at all times be applied subject to such laws.

ARTICLE 9 SEVERABILITY

If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

ARTICLE 10 STRIKE OR LOCKOUT

10.1 There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the Town or to assist or participate in any such strike or impose a duty or obligation to conduct, assist or participate in any strike.

10.2 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

10.3 Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

ARTICLE 11 STANDARDS OF CONDUCT

11.1 Employees shall avoid any action which might result in, or create the impression of, using public office for private gain, giving preferential treatment to any person, or losing complete impartiality in conducting town business.

11.2 The Employer, its agents and employees shall, by their manner of speech, actions and appearance, act in a professional and respectful manner

toward the Town, Public Officials, Public Employees, and the general public during all working hours.

ARTICLE 12 DISCIPLINE AND/OR DISCHARGE

12.1 Employees are responsible for observing all regulations necessary for the proper operation of town departments.

12.2 Disciplinary action may be initiated for failure of an employee to fulfill their responsibilities as an employee. No permanent bargaining unit member shall be disciplined without just cause. All documentation regarding disciplinary action shall be forwarded to the Union Representative. The following shall be sufficient cause for disciplinary action, but shall not be limited to:

- Incompetence or inefficiency in performing assigned duties.
- Inability to perform one or more critical elements of the position.
- Violation of any reasonable official order.
- Failure to carry out any lawful and reasonable direction of a proper supervisor.
- Habitual tardiness or absence from duty.
- Misuse or unauthorized use of Town property.
- Disclosure of confidential information, subject to State and Federal Regulations.
- Abuse of sick leave or absence without leave.
- Violation of safety rules, practices and policies.
- Engaging in sexual harassment or any form of discriminatory harassment.

- Any situation or instance of such seriousness that disciplinary action is warranted.

12.3 Department heads and supervisors are responsible for enforcing all rules and regulations. Employees are subject to the following disciplinary actions:

- Oral warning - a note of which will be entered into the employee's personnel file.
- Written reprimand - to include reason(s) for the reprimand, corrective action to be taken, and time limit for improvement, with a copy placed in the employee's personnel file.
- Suspension - without pay for a period not to exceed thirty (30) days in any twelve (12) month period.
- Demotion.
- Discharge.

12.4 The following shall be sufficient cause for immediate discharge, without recourse to other forms of disciplinary action:

- Use, possession, or being under the influence of, illegal narcotics or alcohol during work hours.
- Fraud in securing appointment.
- Conviction of a felony.
- Falsification of time sheets.
- Theft of Town Property.
- Physical assault.

ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURES

13.1 Any matter involving the interpretation or application of this contract may be the subject of a grievance. While nothing in this contract shall

contravene or discourage an informal attempt to discuss and settle issues between employee and supervisor, it is understood that the grievance procedure shall be utilized only after other methods of informal settlement are unsuccessful. The formal grievance steps are as follows:

STEP 1: The employee, within five (5) working days of the incident giving rise to the grievance, shall present the grievance orally to the employee's immediate Supervisor. Within five (5) working days of receipt of the grievance, the Supervisor shall present their reply to the employee.

STEP 2: If the grievance is not resolved at Step 1 within five (5) working days and the employee's immediate supervisor is not the employee's department head, the grievance may, within five (5) working days, be presented in writing to the department head. The department head shall, upon receipt of the written grievance, consider the same and notify the employee in writing, within fourteen (14) working days of their decision. If the employee's immediate supervisor is also the employee's department head, the employee may, within five (5) working days, submit the grievance to the Town Manager or the Town Manager's designee at Step 3.

STEP 3: If a grievance is not resolved at Step 2 within five (5) working days, the grievance may be presented in writing to the Town Manager or the Town Manager's designee, with a copy to the Town's designee. The Town Manager or the Town Manager's designee, shall, upon receipt of the written grievance, consider the same and notify the employee in writing, with a copy to the Town's designee, within twenty-one (21) working days of their decision.

STEP 4: If a grievance is not resolved at Step 3, the grievance may be submitted to arbitration within fifteen (15) working days of the receipt of the response of the Town Manager under the rules of the American Arbitration Association or Massachusetts Department of Labor Relations as the Union may choose. The award and

decision of the Arbitrator shall be final and binding. The parties shall equally divide the cost of Arbitration except for attorney fees.

The Arbitrator shall have no authority to amend, modify, add to or alter any provision in this Agreement.

The Arbitrator shall not issue a decision that is contrary to state or federal law.

The Arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

In the event that a grievance concerns a suspension, a demotion, or a discharge, the grievance shall commence at Step 2 within ten (10) working days of the incident giving rise to the grievance.

Failure by an employee to strictly adhere to the time limits contained herein bars the submission of the grievance to arbitration.

The failure of the Town to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the grievance procedure.

The time limits outlined in this Article may be extended by the mutual agreement of the parties. Any such waiver shall be reduced to writing.

13.2 Notwithstanding any other provisions of this Agreement to the contrary, issues subject to Retirement Board, Civil Service Commission, or other similar subject matters which have rights of appeal, shall not be the subject of arbitration or conciliation.

ARTICLE 14
STABILITY OF AGREEMENT

14.1 No agreement, understanding, alteration or variation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

14.2 The failure of the Employer or the Union to insist, in any one or more incidents, upon the performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE 15
POSITION VACANCIES, PROMOTIONS

15.1 The Town will make every effort to attract and employ qualified persons, without regard to age, as defined by law, race, creed, color, nationality, religion, sex, handicap, sexual orientation, as defined by law, disability, genetic information, ancestry, or military status.

15.2 When the Town seeks to fill a vacancy, the Town, through the Department Head and/or the Appointing Authority, will make reasonable efforts to conduct the interview and appointment process in as expedient a manner as possible considering its operational, staffing and budgetary needs. All appointments shall be in writing by the Town Manager (or appropriate appointing authority), to include salary and starting date. New employees shall be placed at a step commensurate with their qualifications, including years of relevant experience, as determined by the Town Manager in the Town Manager's sole discretion.

15.3 All persons selected for employment with the Town, and all newly promoted employees, may be required to undergo a medical examination, to determine the fitness of the candidate for the position, prior to the effective date of said action. This medical examination will be conducted by a physician appointed by the Town Manager. All medical examinations required by the Town shall be conducted at the expense of the Town. Failure to pass the medical examination may be grounds for disqualification.

15.4 Notice to fill a vacancy for a new or an existing position covered by this Agreement shall be posted for a period of not less than ten (10) calendar days on all appropriate Employee Bulletin Boards before the position is permanently filled.

15.5 Any employee of the Town who is interested in filling any vacancy, whether it involves upgrading or otherwise, may apply in writing to the Town Manager within ten (10) calendar days of the posting of such vacancy. If there are no qualified applicants, the Town may advertise and fill the position from outside the bargaining unit. The Human Resources Coordinator, with the agreement of the Union Steward, may elect to post the position outside of the bargaining unit if the Union Steward shall determine that such a posting is required and/or beneficial. However, preference shall still be afforded to qualified internal candidates where possible.

15.6 The vacancy shall be filled on the basis of qualifications and ability. If qualifications are the same, then seniority shall prevail.

15.7 The Town shall be the sole judge of qualifications and ability. Any dispute thereunder, shall be subject to the Grievance and Arbitration Procedure, Article 13.

15.8 If a promoted individual is removed from the promoted position within the 30-day probationary period, the individual shall be returned to their previous position and pay grade.

15.9 The Town will notify the Union of all new hires.

ARTICLE 16 ORIENTATION AND PROBATIONARY PERIOD

16.1 All newly appointed employees covered by the Agreement are on probation for the first six (6) months.

16.2 The probationary period may be extended by the number of days the employee may be absent from work.

16.3 On or before the expiration of the probationary period, the Department Head and/or Town Manager will notify the employee and Union Representative, in writing, whether the probationary period will be extended for up to an additional six (6) months giving a reason for each extension.

16.4 The new employee may be terminated for any reason within the probationary period, and a terminated probationary period employee does not have access to the grievance procedure or arbitration.

ARTICLE 17 RESIGNATIONS OR TERMINATIONS

17.1 If an employee resigns or terminates their employment with the Town, they shall submit written notice to the Town Manager at least two (2) weeks prior to the effective date of the termination.

ARTICLE 18

SENIORITY

18.1 Definition: Seniority shall be acquired by a full-time employee after completion of their six (6) months probationary period and shall be retroactive to the first day of employment.

18.2 Accumulation: Seniority shall accumulate during absence because of illness, injury, vacation, other authorized leave or lay-off for not more than thirty (30) days, except that an employee who is absent beyond thirty (30) days due to injuries arising out of the course of employment with the Town of Medway shall continue to accumulate seniority during said period.

18.3 Break in Seniority: Seniority shall be broken when an employee (a) terminates voluntarily, (b) is discharged for just cause, (c) exceeds an authorized leave of absence, or (d) is laid off for a period in excess of twelve (12) months, except that any employee absent due to lay-off who fails to report for work within two (2) weeks after delivery of notice of recall by registered mail, shall lose all seniority.

18.4 Posting Seniority List: A seniority list of all employees covered by this Agreement showing name, position, date of appointment to job classification covered by this Agreement, and date of entering service, will be established and maintained by the Employer and posted on appropriate bulletin boards, accessible to all employees affected. The roster will be revised and posted January 30th of each year and will be open to correction by the employee at any time.

18.5 In case of lay-off of an employee whose seniority has not been broken, length of continuous service on the job shall be the factor. For purposes of this Article, "Department" refers to Town Department (e.g., Department of Public Works, Assessing Department).

18.6 In the event the Town decides to reduce the number of positions in job classifications covered by this Agreement, it is agreed the provisions of this Article shall govern the reduction in force ("RIF").

18.6.1 In the event a RIF is necessary, the Town shall not give less than two (2) weeks' notice, unless the cause of the layoff is such as to make such notice impossible, or may provide pay in lieu of notice.

18.6.2 The number of positions from each classification and sites where these layoffs will occur will be at the discretion of the Town. The Town will provide the Union with a list of classifications from which layoffs will occur.

18.6.3 Layoffs will be by classification within each Department, subject to Section 18.6.4. Temporary and probationary employees shall be laid off first, to be followed by employees in reverse order of seniority.

18.6.4 An employee whose position is eliminated may bump the least senior employee provided the more senior employee is fully qualified by fitness, training and ability to do the job, including, but not limited to, the holding of licenses, certifications and/or registrations. An employee must perform the job satisfactorily within sixty (60) days as determined by the employee's direct supervisor. If the employee does not perform the job satisfactorily within sixty (60) days, the Town may layoff the employee. An employee who bumps into a lower classification shall receive their current wage or the top step of the pay scale for the lower classification, whichever is less. Employees who are laid off shall be placed on a recall list for a period of twelve (12) calendar months from the effective date of the layoff. In the event the Town elects to recall employees from the recall list, employees shall be recalled by classification in order of seniority provided that employees who were laid-off from the classification and department in which the recall opportunity exists shall have preference over employees who worked in the same classification in a different department. An employee on the recall list who is offered and accepts a position in a classification lower than the

employee's original classification shall retain their recall status for their original classification. An employee on the recall list who is offered and accepts a position in the employee's original classification with fewer hours than the employee worked before being laid-off shall retain their right to recall to a position in the employee's original classification with the same number of hours.

18.6.5 The Town shall notify laid-off employees of vacancies in their classification to the employee's last address on file by first-class mail, return receipt requested (or such other method of service for which service can be verified – e.g., Federal Express). Notice will also be made in accordance with Section 15.4. Employees who wish to apply for a recall opportunity must do so within ten (10) days of receipt of the vacancy notice or by the close of the posting made in accordance with Section 15.4. An employee who accepts recall may be required to begin employment within five (5) days of the offer, unless the Town agrees otherwise.

18.6.6 Employees on the recall list who apply for recall opportunities in a different job classification with the same or lower pay grade from that which they occupied at the time of layoff shall not be entitled to recall over more qualified persons applying for the same position. However, in the event that the qualifications of the laid-off employee are in the opinion of the employing agency equal to that of the other eligible employees, the laid-off employee shall be given the first opportunity to accept the position. The issue of relative qualifications for recall opportunities shall not be subject to the grievance and arbitration provisions of this Agreement and the decision of the employing agency shall be final.

18.6.7 Employees recalled to the same job classification shall not be deemed probationary employees (unless they were probationary employees at the time of the layoff) and shall be placed in the same step they vacated at the time of the lay-off and shall be eligible for a step increase on their anniversary date (i.e., their original anniversary date not the anniversary date of their recall). Employees on the recall list

who are recalled in a lower classification subject to this Agreement shall be deemed to be probationary employees under the provisions of this Agreement. If the employee is recalled to a position in a lower classification, the employee shall be placed at the wage earned at the time of lay-off or the top step of the pay scale for the lower classification, whichever is less.

18.6.8 An employee on a recall list who wishes to apply for a position in a higher classification may do so, but shall have no recall rights to that position and the provisions of this Article shall not apply.

18.6.9 An employee who is recalled for employment during the twelve (12) month recall period shall retain accrued benefits that were not paid upon layoff (i.e., sick leave) and shall retain their seniority less the duration of the layoff.

ARTICLE 19 WAGES

19.1 Wages paid to employees in the classifications covered by this Agreement shall be as summarized in pay scales identified as *Appendixes A, B, or C* and shall reflect the following increases:

Effective July 1, 2024	Four percent (4%)
Effective July 1, 2025	Zero percent (0%) for DPW and Town Hall employees and two percent (2%) for Library employees.
Effective July 1, 2026	Two percent (2%)

19.2 The Appointing Authority may from time to time formally evaluate the performance of bargaining unit employees provided that such evaluations are conducted on job-related criteria. Employees must be provided with a copy of any completed formal evaluation. Evaluations may be given

weights as is deemed reasonable by management in regards to transfer, promotion or disciplinary action but not with regards to wages.

19.3 In the case of a superintendent working outside of their normal job working hours, and outside of their own department, additional hours will be paid at their prevailing hourly rate, or compensatory time will be taken, with the approval of the Town Manager.

19.4 Longevity (effective July 1, 2008):

After 5 years of service	\$100
After 10 years of service	\$250
After 15 years of service	\$350
After 20 years of service	\$450
After 25 years of service	\$550

Longevity pay shall be paid on the employee's anniversary date of employment.

Effective year two of the contract, July 1, 2025, longevity will be eliminated and the longevity rate of \$550 after 25 years of service will be rolled into the base wage for all units' schedules at the amount of \$0.27 per hour (i.e., Appendixes A, B and C).

19.5 Payroll shall be bi-weekly and be via direct deposit only.

Effective July 1, 2018, the Town shall implement a paperless payroll system and shall distribute direct deposit (payroll) advice information via e-mail to employees. Insurance deductions shall be made by the Town twice per month (24 times per fiscal year).

19.6 Non-exempt employees shall be required to complete a timesheet as provided by the Town.

19.7 Notwithstanding any other provision of this agreement, effective July 1, 2023, the following shall apply to Water & Sewer employees:

Annual stipends for holding the corresponding licenses:

- Mass. Grade 2T Operator License \$3,000
- Mass. Grade 3T Operator License \$5,000

Stipends will be paid in the first pay period in December and prorated for any service of less than twelve months. Once licensed, the employee must maintain said license as a condition of employment.

Employees hired after July 1, 2023, shall be required to have a Mass. Grade 2T Full Operator Licenses as a condition of employment. An employee hired without said license may be granted nine months to obtain it.

The position of Water Treatment Plant Supervisor is created and shall be placed at Grade 12 on the DPW pay scale. This position shall exercise supervisory authority as needed over all Water & Sewer positions excluding the Superintendent and shall be required to maintain a Mass. Grade 2T Full Operator License as a condition of employment.

The position of Water & Sewer Superintendent shall be required to obtain and maintain a Mass. License Grade 2T Full Operator Licenses as a condition of employment. The incumbent position holder must obtain the license not later than June 30, 2024, and shall be placed at Grade 13 on the DPW pay scale upon receiving said license. This position is not eligible for the 2T or 3T stipends.

19.8 Effective July 1, 2023, employees certified to provide CDL training to staff will receive an annual stipend of \$2,000. Stipends will be paid in the first pay period in December and prorated for any service of less than twelve months.

ARTICLE 20

SALARY ADJUSTMENTS FOR PROMOTIONS

20.1 Upon the effective date of the promotion, an employee will be placed at a step on the wage scale that would reflect a minimum of a \$.50/hour increase. The employee date of hire will coincide with the promotion only for the purpose of placement on the corresponding wage scale. The original date of hire would be used for calculation of vacation, retirement, etc.

20.2 The Employer may assign an employee in a temporary capacity to a position other than their regular assigned position to perform work in the absence of another employee. If the temporary assignment is over three (3) working days, effective as of the fourth working day the employee will receive the higher rate of pay for that position retroactive back to the date of assignment and until such time as the temporary assignment ends. However, an employee temporarily assigned as an “Acting Department Head” shall not be eligible for the higher rate of pay until after working in the acting assignment for more than thirty (30) working days; provided, the higher rate shall be paid retroactive to the date of the temporary assignment. This provision does not apply to a credentialed or certified position.

ARTICLE 21 HOURS OF WORK AND OVERTIME

21.1 The general work week is Monday through Friday except in the Library Department.

21.2 (a) Exempt employees listed in Appendixes A and C at Grade 9 or above shall not be entitled to overtime, but shall be entitled to receive flex time or receive overtime, with the approval of the Appointing Authority.

21.2 (b) Employees listed in the DPW Unit shall be paid at the rate of time and one-half their regular rate for all hours worked in excess of forty (40) hours in a work week for Fiscal Year 2025 (7/1/24-6/30/25), and in excess of thirty-seven (37) hours in a work week commencing in Fiscal Year 2026 (7/1/25). Any hours worked on Saturday by a full-time employee shall be paid at the rate of time and one-half their regular rate, and any hours worked on Sundays or Holidays by a full-time employee shall be paid at the rate of double time. The regular work week for DPW employees for Fiscal Year 2025 (7/1/24-6/30/25) will consist of forty (40) hours as follows:

Winter Hours	Five 8-hour days, Monday through Friday
Summer Hours	Four 8 ³ / ₄ -hour days, Monday through Thursday, and one 5-hour day on Friday

Summer hours will begin on the second Monday of April and end on the second Sunday in October. The shift starting and/or quitting times shall be set and may be altered by the department head in order to accommodate work schedules. The DPW Director, in the Director's discretion, by subject to the approval of the Town Manager, may alter the summer hours schedule for DPW employees in classifications listed in Appendices A and B to begin earlier than the second Monday of April or end later than the second Sunday in October.

In year two of the contract, commencing July 1, 2025, the regular work week for employees in the DPW Unit will consist of thirty-seven (37) hours and there will be only one hourly schedule consisting of four 8-hour days, Monday through Thursday, 7AM to 3:30PM, and one 5-hour day on Friday, 7AM to 12PM.

The provisions set forth in this Section 21.2(b) above are subject to the following. Employees in the Parks Division may be scheduled to work a weekly schedule different from the schedules set forth above, which may include the assignment to a schedule that includes one or two weekend days. Further, if the Town elects to assign one or more employees in the Parks Division to a schedule that includes one or two weekend days, each employee so assigned will not be eligible for overtime for working such weekend days (unless they otherwise exceed 40 hours worked in a week during FY'25, and 37 hours in FY'26 and thereafter), but rather will receive \$2 per hour for each hour of the employee's regular schedule falling on a weekend day. For example, an employee whose regular schedule includes an 8-hour Saturday shift will receive additional compensation of \$16 per week. An employee whose regular schedule includes 8-hour shifts on both Saturday and Sunday will receive additional compensation of \$32 per week.

21.2 (c) Employees in the Administrative and Library Units (Appendix A and Appendix C) shall have the option of selecting either pay or compensatory time for hours worked beyond the employee's normal scheduled hours. The rate will be at straight time up to (forty) 40 hours worked in a week and time and one-half for any hours worked over forty (40) in accordance with the Fair Labor Standards Act. Effective July 1, 2025, employees in the Administrative Unit will have these options after thirty-seven (37) hours worked. The maximum amount of compensatory time that can be accumulated at any one time is sixteen (16) hours, provided an employee may accumulate more than 16 hours of compensatory leave with the approval of the employee's department head and Town Manager. Compensatory time must be used within thirty (30) calendar days after accrual and will be paid if not used in that time.

21.2 (d) For the purpose of computation of overtime, any authorized leave shall be considered time worked for the computation.

21.3 Overtime work shall be distributed on a fair and equitable basis among qualified employees within their Departments before calling other Departments. A list of eligible employees shall be maintained and shall be available. Each Department shall maintain a record of all overtime assignments offered, with a record of who accepted and refused.

Employees must leave a contact number with their Department Head at which they can be contacted for overtime work. The Department Head or the Department Head's designee will call each employee. If the employee does not answer the call, the Department Head (or designee) will leave a message indicating that the attempt to offer the employee overtime if an answering machine or voicemail system is available. The Department Head will then move on to the next employee on the overtime list.

Any employee assigned to a job during normal working hours which requires overtime to successfully complete the job shall be allowed the option of working the

overtime assignment. If the employee refuses the assignment, the overtime shall be distributed as required in the first two paragraphs of this Section 21.3.

21.4 If an employee is called back to work after having completed a full day's work, or if called to work on an unscheduled day, the employee shall be paid a minimum guarantee of three (3) hours compensation at the appropriate overtime rate as defined in 21.2 (a), 21.2 (b), or 21.2 (c). If any employee is called back to work within one (1) hour after leaving jobsite; the call back time will start from the time they punched out, they will be paid the minimum call back at the appropriate overtime rate. Any employee called to start work one (1) hour or less before the starting time of a regularly scheduled workday shall be paid the appropriate overtime only for the one (1) hour of overtime worked.

21.5 Overtime shall be voluntary, except when operationally necessary, which shall be determined consistent with the employee's job.

21.6 DPW employees shall receive double time their regular rate of pay for weather related emergency operations, typically snow removal, for any hours worked in excess of 16 continuous hours of the emergency operations, regardless of overlap with the employees' regular schedule.

21.7 Town Hall office hours for Fiscal Year 2025 (7/1/24-6/30/25) are as follows:

Monday	7:30AM to 5:30PM, with a 30-minute unpaid lunch break.
Tuesday, Wednesday and Thursday	7:30AM to 4:30PM, with a 30-minute unpaid lunch break
Friday	7:30AM to 12:30PM, with no lunch break

Any employee who wishes to have a work schedule outside of the Town Hall's office hours must obtain the written approval of the employee's department head and the Town Manager.

In year two of the contract, commencing July 1, 2025, Town Hall office hours are as follows:

Monday	8AM to 5:30PM, with a 30-minute unpaid lunch break
Tuesday, Wednesday and Thursday	8AM to 4:30PM, with a 30-minute unpaid lunch break
Friday	8AM to 12PM, with no lunch break

21.8 A DPW employee required to be on emergency response call rotation list for on-call ("beeper") duty shall be paid \$250.

21.9 Full-time employees may take a maximum of two (2) fifteen (15) minute breaks during the workday. Such breaks shall be scheduled at times that do not interfere with services to the public and ongoing work, as approved by the Department Head. Breaks shall not be accumulated.

21.10 Any employee working in the Library who attends courses or seminars, approved by the Library Director, will be compensated at the employee's hourly rate for the hours attending said courses or seminars.

ARTICLE 22 HOLIDAYS

22.1 All permanent full-time and permanent part-time employees shall receive one day at straight time pay, which, for part-time employees, shall be calculated as one-fifth the average hours worked in a normal workweek, for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Indigenous Peoples Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	½ Day before Christmas (non-legal)
Independence Day	Christmas Day

The 1/2-day Day before Christmas (non-legal) holiday will be administered by granting each employee scheduled to work that day a holiday equal to half the employee's regularly scheduled hours of work. For example, employees scheduled to work 5 hours on a Friday when the 1/2-day holiday is observed will receive a holiday of two and a half hours. Similarly, employees scheduled to work 9.5 hours on a Monday when the 1/2-day holiday is observed will receive a holiday of 4.75 hours. Employees scheduled to work 8 hours when the 1/2 -day holiday is observed will receive a holiday of 4 hours.

22.2 These aforesaid holidays shall be guaranteed whether or not they fall on or are observed on a regularly scheduled workday. It will be hereafter understood that days officially substituted or observed by the Commonwealth of Massachusetts in place of actual holidays, such as Washington's Birthday, Memorial Day, Indigenous Peoples Day, and Veterans Day, shall be likewise observed by the Town Employees of Medway. Holidays falling on Sunday are celebrated the following Monday. Holidays falling on Saturday are celebrated the preceding Friday.

22.3 To be eligible for such holiday pay, any employee shall have worked on the day preceding the holiday and have worked on the following day, unless on authorized leave.

22.4 If required to work on a holiday, employees shall receive double time the regular rate, in addition to holiday pay. For any holiday falling on a

Saturday that is celebrated on a Friday as described in Section 22.2, the double time rate of overtime pay shall be paid on the celebrated day, not the actual observed holiday. Christmas day shall be exempt from this requirement and the employee shall receive the double time rate of overtime pay for each day, the actual observed holiday and the Town celebrated holiday.

22.5 If a holiday occurs during vacation leave, an alternate day may be taken.

22.6 Additional days for holidays may be approved by the Town Manager.

22.7 Employees on unpaid status shall not be eligible for paid holiday leave.

ARTICLE 23 VACATION LEAVE

23.1 Vacation Leave shall accrue beginning on the first date of employment at the rates outlined in Section 23.2.

23.2 Effective July 1, 2008, all permanent employees shall accrue vacation each year on the following basis:

<u>Length of Service</u>	<u>Vacation Allowance</u>
0-5 years	.8333 days per month (to a maximum of 10 days per year)
6-10 years	1.250 days per month (to a maximum of 15 days per year)
11-15 years	1.666 days per month (to a maximum of 20 days per year)
16 years	1.750 days per month (to a maximum of 21 days per year)
17 years	1.833 days per month (to a maximum of 22 days per year)
18 years	1.916 days per month (to a maximum of 23 days per year)
19 years	2.000 days per month (to a maximum of 24 days per year)
20 years	2.083 days per month (to a maximum of 25 days per year)

The Town's payroll system may reflect the accrual rates in different increments (e.g., every week or two weeks as the case may be), provided the above annual accruals would be earned by an employee who worked the full calendar year.

23.3 Permanent part-time employees shall receive vacation pay on a pro-rated basis, based on number hours scheduled each workweek.

23.4 Vacations shall be granted by the Department Head at such time as in the Department Head's opinion will not cause a significant interruption in the performance of the regular work of the Department. Employees may carry over up to fifteen (15) days of vacation from any one fiscal year up to a maximum accumulation of twenty-five (25) days.

23.5 All vacation leave requests must be made in writing except in the event of an emergency that prohibits the employee from completing the written request form, in which case the request may be made orally (and later reduced to writing as soon as is practical). By the end of the working day after receiving an employee's request, the employee's supervisor, or the supervisor's designee, shall either grant or deny the employee's request, noting same on the employee's request form. In the event an employee's vacation request is denied, the employee's supervisor shall state, in writing and on the form, the reason for the denial.

Employees are encouraged to request vacation leave as far in advance as possible and should expect that requests made less than 24 hours in advance may be denied except in the event of an emergency.

Vacation leave may be taken in one hour increments provided that vacation leave shall not be taken in less than 1/2 day increments unless the leave will begin or end with the employee's schedule workday (e.g., an employee who wishes to take 2 hours of vacation leave may do so only during the first two or last two hours of the employee's

scheduled workday), except when vacation leave is used to attend a doctor's appointment.

So far as practical, first choice of vacation dates shall be on the basis of departmental seniority.

23.6 When an employee leaves the employ of the Town, the employee shall be paid for unused vacation earned in the current anniversary year up to the last day worked. In the event of the death of an employee, any accumulated vacation pay shall be paid to the employee's estate.

23.7 In unusual situations, absences due to personal reasons, or illness in excess of the amount authorized by the sick leave plan, may be charged to vacation leave. Such requests require approval of the Employer, upon recommendation of the Department Head.

23.8 No employee shall be permitted to waive vacation for the purpose of receiving monetary equivalent of double pay.

23.9 Employees requesting vacation leave must, at the time of their request, state whether they will be available for a call back during the period of vacation leave requested. Employees who state they are not available will not be subject to a call back during their approved vacation leave. Employees who state they are available will be subject to a call back during their approved vacation leave; provided, if they are called back, they will be paid at time and one-half in accordance with Section 21.2(b) or 21.2(c), as applicable, for a three (3) hour minimum and will only be charged for vacation leave for the period during the regularly scheduled workday not covered by the call back.

23.10 Employees on unpaid status shall not be eligible to accrue paid vacation leave.

ARTICLE 24 SICK LEAVE

24.1 Sick leave with pay is a benefit provided by the Town for all full-time/part-time (prorated basis) employees' sickness, injury or quarantining. The employee, the employee's family or attending physician shall report the facts to the immediate supervisor before the assigned starting time. Generally, the Employer may require an employee absent for three (3) or more consecutive workdays to provide a note substantiating the need for sick leave and/or certifying the employee's fitness to return to work. After a series of three or more repeated absences or if there is other evidence suggesting sick leave abuse, notice of which has been given to the employee, the Employer may require the employee to provide a note substantiating the need for sick leave and/or certifying the employee's fitness to return to work for any absence for a period of six (6) months; provided an absence supported by a physician's certificate shall not count toward a series of absences unless independent evidence of abuse exists.

24.2 Sick leave shall be payable only in cases of *bona fide* illness or non-work connected accident of the employee or recovery from surgery provided the employee remains incapable of performing the essential functions of their position when recovering from surgery.

24.3 If an employee is receiving Workers' Compensation, sick leave payments will be limited to the benefits under the Workers' Compensation Law. An employee may, with the written approval of the Employer, utilize any accrued vacation leave in order to be paid the difference between the disability benefits and their full salary.

24.4 *[Omitted]*

24.5 Employees shall accrue one and one-quarter (1.25) days of sick leave per month to a maximum accumulation of 90 days.¹

An employee may use up to seven (7) days of sick leave for the illness of a spouse, child, parent, or other individual residing in the employee's household.

24.6 Permanent part-time employees shall receive sick leave on a pro rata basis as provided for in Article 24.5, based on the number of hours scheduled for each work week.

Employees on unpaid status shall not be eligible to accrue paid sick leave.

ARTICLE 25 WORKERS' COMPENSATION

The Employer and its Employees will comply with Massachusetts General Law regarding Workers' Compensation.

ARTICLE 26 BEREAVEMENT LEAVE

26.1 Employees shall be paid up to four (4) working days for Bereavement Leave, at the employee's regular rate of pay, for scheduled time lost due to the death of an employee's spouse or live-in partner, child, father, mother, brother, sister, grandparents, father-in-law and mother-in-law, son-in-law, daughter-in-law, stepchild, stepparent.

26.2 Employees shall be paid up to two (2) working days for Bereavement in the event of loss of a grandchild.

26.3 Employees shall be paid up to one (1) working day for Bereavement in the event of loss of a sister-in-law, brother-in-law, aunt, uncle, niece, nephew or cousin.

¹ To be fully funded for employees hired by the Town on or before December 6, 2004.

26.4 Additional time may be granted at the discretion of the Town Manager.

26.5 Employees on unpaid status shall not be eligible for paid bereavement leave.

ARTICLE 27

MILITARY, JURY DUTY AND LEAVE OF ABSENCE

27.1 Military Duty: Employees who are members of the military reserves, will receive the difference between military pay and regular pay for the annual two-week tour of duty in the military reserves.

27.2 Jury Duty: If an employee is called to jury duty on their regular workdays, the employee shall be paid for the difference between the jury service fee and their regular pay provided that reasonable prior notice of the call to jury service is submitted to the Employer and the proper documentation is submitted attesting that the employee reported for or performed jury duty during the time for which the employee claims payment. The employee must report to work in the event that jury service is canceled for a certain day.

27.3 (a) Leave of Absence: Leave of Absence without pay may be granted to an employee by the Employer for medical or other good and sufficient reasons. Such leave, if granted, shall not exceed three (3) months. Any employee wishing a leave of absence must notify the Employer in writing twenty-eight (28) calendar days prior to the start of the requested leave. The Employer shall respond to the employee in writing within seven (7) working days of the receipt of the request. The Employer's decision shall be final. It is understood by both parties that emergency conditions may preempt the normal process outlined herein. If the Town accommodates an employee in a manner required by the Americans with Disabilities Act ("ADA") and state anti-discrimination laws, the accommodation shall not be the subject of a grievance or arbitration.

27.3 (b) Leave of Absence Longer than Three (3) months: An approved leave of absence of longer than three (3) months duration, shall not be considered a break in service. Upon return to work, the employee shall maintain their seniority. However, an employee shall not accrue seniority or other benefits for any period of the leave. An employee on approved leave will not be entitled to any benefit but can continue group health insurance coverage by paying the full premium costs in advance on a monthly basis.

27.4 Unpaid maternity/paternity leave: A full-time or part-time employee who has completed their probationary period is eligible for a leave of absence without pay for up to eight (8) weeks for the birth of a child or adoption of a child under three (3) years of age. The employee shall make every attempt to provide at least two (2) weeks' notice of the date of departure and date of return. In the event proper notice of departure cannot be given due to unforeseen circumstances, the employee shall notify the employee's supervisor as soon as is practicable that they are taking unpaid leave.

27.5 Upon return, the employee shall be restored to the employee's previous, or a similar position, with the same status, pay, length of service credit and seniority as of the date of the leave, unless other employees of equal standing have been laid off during the period of the leave. In such case, the employee on maternity/paternity leave shall retain preferential consideration for another position to which the employee may be entitled as of the date of the leave.

27.6 Health and basic life insurance coverages will continue during the unpaid leave period if the employee desires and arranges full payment of all premiums in advance on a monthly basis for payment of regular premiums. No retirement contributions will be made during the period of unpaid leave.

27.7 An employee on maternity/paternity leave may use any accrued vacation time and personal time to receive pay while on this normally unpaid leave; however, after eight (8) weeks maternity/paternity leave, accrued vacation time, sick time and personal time shall only be used as designated in such policies.

27.8 Family and Medical Leave: The Town provides leave in accordance with the Family and Medical Leave Act of 1993, as described in its FMLA Policy.

ARTICLE 28 PERSONAL LEAVE

28.1 Permanent full-time Employees covered by this Agreement shall be allowed five (5) personal days per fiscal year.

28.2 The personal days may be taken in one-hour increments.

28.3 All personal leave requests must be made in writing using a form adopted by the Town except in the event of an emergency that prohibits the employee from completing the written request form, in which case the request may be made orally (and later reduced to writing as soon as is practical). By the end of the working day after receiving an employee's request, the employee's supervisor, or supervisor's designee, shall either grant or deny the employee's request, noting same on the employee's request form. In the event an employee's personal leave request is denied, the employee's supervisor shall state, in writing and on the form, the reason for the denial.

Employees are encouraged to request personal leave as far in advance as possible, and should expect that, except in the event of an emergency, requests made less than 24 hours in advance may be denied. Further, the parties specifically acknowledge that a

request for personal leave that will pose a significant interruption in work is likely to be denied.

28.4 In the first fiscal year of employment, employees will receive one day of personal leave on the first day of employment. Thereafter, contingent upon the employee being employed by the following date(s), employees will receive one personal day on October 1, January 1 and April 1.

28.5 Personal days may not be carried over to the next fiscal year. No payment shall be made for unused personal days.

28.6 Permanent part-time employees shall receive four (4) personal days in each fiscal year. One day shall mean 1/5 of the regular hours actually worked per week during the previous six (6) months.

28.7 Employees on unpaid status shall not be eligible to receive personal leave.

ARTICLE 29 PERSONNEL FILES

29.1 Each employee will have access to their own personnel record in the Human Resources Department, upon request to the Human Resources Director. The employee's review of their personnel file shall be in the presence of the Human Resources Director, or their designee.

29.2 The employee shall be notified of any information other than routine personnel documents, to be added to the employee's personnel file and shall be provided with a copy of same. The employee will sign and date any document that is to become a part of their file for acknowledgement purposes only and does not indicate agreement of the inclusion. It is recognized that

there is only one personnel file maintained on each employee and that file is retained by the Human Resources Department.

ARTICLE 30 SAFETY

30.1 Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety procedures and rules for the protection of employees and the public.

30.2 Employees violating safety rules, practices and policies may be subject to disciplinary action.

ARTICLE 31 MEDICAL INSURANCE

31.1 **Life Insurance:** Life insurance will be offered by the Town on an optional basis, at no cost to the Employer.

31.2 **Retirement:** Deductions will be made into the Retirement Plan in accordance with the Town's regular payroll schedule.

31.3 The Town shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their health insurance with pre-tax earnings.

ARTICLE 32 CITIZEN COMPLAINTS

No disciplinary action of any kind shall be taken on any complaint from a private citizen against any employee in the bargaining unit unless the complaint is submitted in writing, is signed by the complainant, and sets forth the place, day, time and circumstances of the matter which is the basis of the complaint; or the Town, through an

investigation of a complaint that does not meet the aforementioned criteria, determines that the complaint can be supported by other evidence. The employee shall have the right to respond to the allegation(s) prior to any decision by the Town to discipline the employee. The Town should provide the employee with sufficient information such that the employee can respond to the allegations.

ARTICLE 33 TUITION REIMBURSEMENT

33.1 At least one year of continuous employment is required for an employee to be considered for tuition reimbursement; and, at least one year of continuous employment is expected upon completion of the course of study. An employee who voluntarily leaves the employ of the Town before working for the Town for at least one year following receipt of any tuition reimbursement shall be required to repay the Town, in full, for the reimbursed tuition and expressly authorizes the Town to deduct said amount for the employee's final paychecks and/or other amounts due, excluding any courses required to obtain or maintain licenses required by the Town per job requirements or job descriptions.

33.2 The maximum amount of reimbursement shall be one thousand (\$1,000.00) dollars per person, per fiscal year. The funding source for reimbursement shall be from the budget of the department where the employee works.

33.3 In order to be reimbursed, an employee must achieve a 3.0 GPA on a 4.0 GPA grading system, for undergraduate studies; for graduate studies, a "Pass" in the event of a "Pass/Fail" grading system or a minimum grade of B on the alphabetic grading system.

33.4 The institution where the employee takes the course must be accredited, the course must be job-related, and funds must be deemed available. The approval of the employee's department head and the Town Manager, which may be given in their discretion, is required prior to enrollment.

33.5 If any time is lost in taking the course, it must be made up by the employee in the same or next pay period. If time is lost taking a course mandated as a condition of employment as determined by the Appointing Authority, upon the request of the department head, the employee will be paid the employee's normal rate of pay for said period.

ARTICLE 34 MEAL ALLOWANCE

34.1 Any employee on emergency call-back working beyond their normal shift, shall receive a meal or reimbursement of up to \$20.00 for a meal for each four (4) hours worked. Reimbursements will be made upon the submission of an appropriate receipt(s). This provision will be effective upon appropriation of funds for the Agreement.

34.2 Employees who are going to be out of Medway on Town business for more than one (1) day or attending a multi-day educational session that do not include meals as part of the registration, shall receive a per diem payment as follows: breakfast - \$15.00; lunch - \$20.00; dinner - \$30.00. No reimbursement in excess of the per diem will be allowed. Employees attending an educational conference lasting for one (1) full day shall receive the per diem lunch rate, unless a meal is provided as part of the registration.

ARTICLE 35 UNIFORM ALLOWANCE

35.1 The Town shall continue to provide uniforms for DPW and field personnel. This uniform will consist of uniform shirts and jackets provided by the rental cleaning service. The standard cotton uniform trousers may be rented from the uniform cleaning service, or the employee may purchase work-related clothing subject to the DPW Director's prior approval. Upon proof of purchase and verification by the Department Head, reimbursement shall be made to the employee. The maximum reimbursement will be \$300.00 per year. The employee is responsible for cleaning the purchased denim jeans at the employee's expense. Employees shall wear such uniforms during their hours of employment with the Town. Upon termination of employment with the Town, and prior to settlement of accrued pay and allowances, all rental uniforms shall be promptly returned to the Department Head for surrender to the uniform cleaning service. After inventory by the Department Head and uniform cleaning service, the cost of any shortages will be deducted from any accrued pay and allowances prior to distribution to the former employee.

35.2 The Town will continue to supply boots or provide reimbursement thereof to all DPW and field personnel with the prior approval of the department head, subject to a maximum reimbursement of \$250.00 per year.

ARTICLE 36 MISCELLANEOUS

36.1 Winter Office Closing Policy:

1. This policy applies to non-emergency personnel in the Administrative and Library Units (Appendixes A & C) in the event of severe winter conditions;

2. Offices will be open to the public and employees shall report for work, except if the Governor declares a State of Emergency;

3. In the event local conditions in Medway are different than statewide conditions, employees will be notified at approximately 7:00 AM concerning the opening of Town offices;

4. The Town Manager or the Town Manager's designee may close Town offices if local conditions merit such action without loss of pay;

5. The Town Manager may delay the opening of the Town's offices due to weather or other circumstances. The Town will establish a means of communicating (e.g., email blast, automated phone messaging system, outgoing message on Town's system employees can call, phone tree) the delay to Town employees; provided employees have, as necessary, notified the Town of any necessary information. The Town Manager's office will notify staff at the Library, Senior Center, DPW Office, and Police & Fire Stations of snow-related closings or dismissals if the closing occurs following the start of the workday. When a delay is announced, employees may report to work late at the Town Manager's discretion without loss of pay. Excluded from this delayed reporting requirement are employees who are required to report to address the cause of the delay or cancellation (e.g., DPW employees required to report for snow and ice operations);

6. If offices are closed as noted above, then no loss of pay will result. If the employee voluntarily elects not to report for work, then vacation, personal, or compensatory time must be used; and

7. It is understood office closing decisions are not subject to Article 13.

36.2 The Town agrees to conduct an evaluation of pay grades and pay scales for all employees to ensure that all positions are evaluated fairly and competitive with similar positions in surrounding municipalities.

36.3 The Town and Union agree to establish a joint committee to investigate policies for preventing sick leave abuse.

36.4 The Town shall provide reimbursement of up to \$300 per year, upon submission of receipts, to all DPW Mechanics and Building Maintenance employees for the purchase of new tools and equipment necessary for the proper performance of their duties.

ARTICLE 37 SUCCESSORS

37.1 This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the take-over, assumption or contracting out of any plant, operation, function, or part thereof.

It is agreed that a successor employer shall continue the employment of present employees who seek such employment. However, the Union shall have the right to renegotiate this Agreement or portions thereof with any successor or assign, and the Union shall also have the right to terminate the Agreement with the successor upon written notice to said successor or assign.

ARTICLE 38 CROSS-TRAINING AND TRANSFER OF EMPLOYEES

38.1 The Town may assign and/or transfer employees to other bargaining unit (or non-bargaining unit) positions within the same grade. Such assignment or transfer will be made as in the best interest of the Town as determined by it, and may be used for the purpose of developing a more well-rounded and cross-trained workforce. This provision will not be used as a

means to systematically eliminate bargaining unit work by transferring or assigning bargaining unit work to non-bargaining unit positions.

ARTICLE 39 DURATION OF AGREEMENT

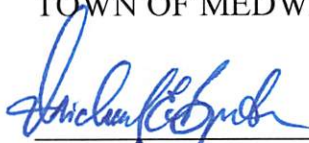
39.1 The provisions of this Agreement will be effective July 1, 2024, and will continue in full force and effect through June 30, 2027. At least eight (8) months prior to the expiration date, the Union shall notify the Employer in writing by certified mail, return receipt requested, of its desire to negotiate a Successor Agreement.

39.2 Pursuant to the provisions of Chapter 32B, the Town of Medway and the Union agree that, at any time during the life of this Agreement, they shall agree to reopen the contract for Collective Bargaining on the issues of Health Insurance, LIUNA Pension, and additional benefits.

ARTICLE 40 EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of February, 2024.

TOWN OF MEDWAY




Michael E. Boynton, Town Manager

Dated: 2/26/24

MASSACHUSETTS LABORERS'
DISTRICT COUNCIL

Joe McArdle, Field Representative



Christopher Wentworth, Steward

Dated: 2/21/24

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TOWN OF MEDWAY



Michael E. Boynton, Town Manager

Dated: 2/26/24

MASSACHUSETTS LABORERS'
DISTRICT COUNCIL



Joe McArdle, Field Representative



Christopher Wentworth, Steward

Dated: 2/21/24

Appendix A - Administrative Unit

Grade	Title			Step 1 Entry	Step 2 6 Months	Step 3 18	Step 4 30	Step 5 48
A		FY'2025	4.00%	\$11.54	\$12.48	\$13.45	\$14.42	\$15.40
		FY'2026	0.00%	\$12.74	\$13.76	\$14.81	\$15.86	\$16.91
		FY'2027	2.00%	\$13.00	\$14.04	\$15.11	\$16.17	\$17.25
1		FY'2025	4.00%	\$15.70	\$16.93	\$18.16	\$19.39	\$20.65
		FY'2026	0.00%	\$17.24	\$18.58	\$19.90	\$21.24	\$22.60
		FY'2027	2.00%	\$17.59	\$18.95	\$20.30	\$21.66	\$23.05
2		FY'2025	4.00%	\$16.93	\$18.24	\$19.61	\$20.93	\$22.26
		FY'2026	0.00%	\$18.58	\$19.99	\$21.47	\$22.90	\$24.33
		FY'2027	2.00%	\$18.95	\$20.39	\$21.90	\$23.36	\$24.82
3	Clerk	FY'2025	4.00%	\$18.27	\$19.72	\$21.20	\$22.70	\$24.08
		FY'2026	0.00%	\$20.03	\$21.59	\$23.19	\$24.81	\$26.30
		FY'2027	2.00%	\$20.43	\$22.02	\$23.65	\$25.31	\$26.83
4	Office Assistant	FY'2025	4.00%	\$19.75	\$21.33	\$22.88	\$24.47	\$26.05
		FY'2026	0.00%	\$21.63	\$23.33	\$25.00	\$26.73	\$28.43
		FY'2027	2.00%	\$22.06	\$24.03	\$25.75	\$27.53	\$29.28
5		FY'2025	4.00%	\$21.33	\$23.02	\$24.68	\$26.39	\$28.08
		FY'2026	0.00%	\$23.33	\$25.15	\$26.96	\$28.79	\$30.62
		FY'2027	2.00%	\$23.79	\$25.66	\$27.49	\$29.37	\$31.23
6	Staff Assistant - DPW	FY'2025	4.00%	\$23.06	\$24.92	\$26.74	\$28.56	\$30.38
	Staff Assistant - Fire	FY'2026	0.00%	\$25.20	\$27.21	\$29.17	\$31.15	\$33.12
		FY'2027	2.00%	\$25.71	\$27.75	\$29.76	\$31.77	\$33.78
7	Assistant Collector	FY'2025	4.00%	\$25.01	\$27.01	\$28.95	\$30.94	\$32.89
	Assistant Treasurer	FY'2026	0.00%	\$27.31	\$29.48	\$31.57	\$33.72	\$35.83
	Administrative Assistant - Assessors	FY'2027	2.00%	\$27.85	\$30.06	\$32.20	\$34.40	\$36.54
	Administrative Assistant - Building/Health							
	Administrative Assistant - Community & Economic Dev.							
8	Office Manager	FY'2025	4.00%	\$27.12	\$29.25	\$31.42	\$33.58	\$35.70
		FY'2026	0.00%	\$29.59	\$31.89	\$34.24	\$36.57	\$38.86
		FY'2027	2.00%	\$30.18	\$32.53	\$34.92	\$37.30	\$39.64

Grade Title

9	Assistant Assessor	FY'2025	4.00%	\$29.53	\$31.87	\$34.24	\$36.51	\$38.87
	Assistant Town Clerk	FY'2026	0.00%	\$32.20	\$34.73	\$37.29	\$39.74	\$42.29
	Assistant Town Accountant	FY'2027	2.00%	\$32.84	\$35.42	\$38.03	\$40.54	\$43.13
	Assistant Treasurer/Collector							
	Sustainability Coordinator							
	GIS Coordinator							
10		FY'2025	4.00%	\$32.08	\$34.61	\$37.15	\$39.72	\$42.19
		FY'2026	0.00%	\$34.96	\$37.69	\$40.44	\$43.21	\$45.88
		FY'2027	2.00%	\$35.66	\$38.44	\$41.25	\$44.07	\$46.80
11		FY'2025	4.00%	\$34.82	\$37.56	\$40.32	\$43.09	\$45.83
		FY'2026	0.00%	\$37.92	\$40.88	\$43.86	\$46.85	\$49.81
		FY'2027	2.00%	\$38.68	\$41.70	\$44.74	\$47.79	\$50.81
12		FY'2025	4.00%	\$37.76	\$40.77	\$43.74	\$46.72	\$49.71
		FY'2026	0.00%	\$41.09	\$44.34	\$47.56	\$50.78	\$54.01
		FY'2027	2.00%	\$41.91	\$45.23	\$48.51	\$51.80	\$55.09
13		FY'2025	4.00%	\$40.98	\$44.24	\$47.42	\$50.67	\$53.89
		FY'2026	0.00%	\$44.57	\$48.10	\$51.54	\$55.05	\$58.53
		FY'2027	2.00%	\$45.46	\$49.06	\$52.57	\$56.15	\$59.70
14		FY'2025	4.00%	\$44.44	\$47.93	\$51.44	\$54.97	\$58.48
		FY'2026	0.00%	\$48.31	\$52.09	\$55.88	\$59.70	\$63.49
		FY'2027	2.00%	\$49.28	\$53.13	\$57.00	\$60.90	\$64.76
15		FY'2025	4.00%	\$48.20	\$52.01	\$55.85	\$59.65	\$63.47
		FY'2026	0.00%	\$52.38	\$56.50	\$60.65	\$64.75	\$68.89
		FY'2027	2.00%	\$53.43	\$57.63	\$61.86	\$66.05	\$70.26

Appendix B - DPW/Public Works Unit

Title		Step 1 Entry	Step 2 6 Months	Step 3 18 Months	Step 4 30 Months	Step 5 48 Months
A	FY'2025 (4%)	\$11.54	\$12.48	\$13.45	\$14.42	\$15.40
	FY'2026 (0%)	\$12.74	\$13.76	\$14.81	\$15.86	\$16.91
	FY'2027 (2%)	\$13.00	\$14.04	\$15.11	\$16.17	\$17.25
1	FY'2025 (4%)	\$15.70	\$16.93	\$18.16	\$19.39	\$20.65
	FY'2026 (0%)	\$17.24	\$18.58	\$19.90	\$21.24	\$22.60
	FY'2027 (2%)	\$17.59	\$18.95	\$20.30	\$21.66	\$23.05
2	Laborer					
	Recycling Center Operator (Full-Time Only)					
	FY'2025 (4%)	\$16.93	\$18.24	\$19.61	\$20.93	\$22.26
	FY'2026 (0%)	\$18.58	\$19.99	\$21.47	\$22.90	\$24.33
	FY'2027 (2%)	\$18.95	\$20.39	\$21.90	\$23.36	\$24.82
3	FY'2025 (4%)	\$18.27	\$19.72	\$21.20	\$22.70	\$24.08
	FY'2026 (0%)	\$20.03	\$21.59	\$23.19	\$24.81	\$26.30
	FY'2027 (2%)	\$20.43	\$22.02	\$23.65	\$25.31	\$26.83
4	Skilled Laborer					
	Custodian					
	FY'2025 (4%)	\$19.75	\$21.33	\$22.88	\$24.47	\$26.05
	FY'2026 (0%)	\$21.63	\$23.33	\$25.00	\$26.73	\$28.43
	FY'2027 (2%)	\$22.06	\$23.79	\$25.50	\$27.26	\$29.00
5	FY'2025 (4%)	\$21.33	\$23.02	\$24.68	\$26.39	\$28.08
	FY'2026 (0%)	\$23.33	\$25.15	\$26.96	\$28.79	\$30.62
	FY'2027 (2%)	\$23.79	\$25.66	\$27.49	\$29.37	\$31.23
6	Heavy Equipment Operator					
	Asst. Trades Technician					
	FY'2025 (4%)	\$23.06	\$24.92	\$26.74	\$28.56	\$30.38
	FY'2026 (0%)	\$25.20	\$27.21	\$29.17	\$31.15	\$33.12
	FY'2027 (2%)	\$25.71	\$27.75	\$29.76	\$31.77	\$33.78
7	Parks Supervisor					
	Right-of-Way Supervisor					
	FY'2025 (4%)	\$25.01	\$27.01	\$28.95	\$30.94	\$32.89
	FY'2026 (0%)	\$27.31	\$29.48	\$31.57	\$33.72	\$35.83
	FY'2027 (2%)	\$27.85	\$30.06	\$32.20	\$34.40	\$36.54
8	Water & Sewer System Operator					
	Trades Technician					
	FY'2025 (4%)	\$27.12	\$29.25	\$31.42	\$33.58	\$35.70
	FY'2026 (0%)	\$29.59	\$31.89	\$34.24	\$36.57	\$38.86
	FY'2027 (2%)	\$30.18	\$32.53	\$34.92	\$37.30	\$39.64
9	Assistant Water & Sewer Superintendent					
	Assistant Parks Superintendent					
	Assistant Highway Superintendent					
	FY'2025 (4%)	\$29.53	\$31.87	\$34.24	\$36.51	\$38.87
	FY'2026 (0%)	\$32.20	\$34.73	\$37.29	\$39.74	\$42.29
	FY'2027 (2%)	\$32.84	\$35.42	\$38.03	\$40.54	\$43.13
	Fleet Technician					

Title			Step 1 Entry	Step 2 6 Months	Step 3 18 Months	Step 4 30 Months	Step 5 48 Months
10	Field Supervisor	FY'2025 (4%)	\$32.08	\$34.61	\$37.15	\$39.72	\$42.19
		FY'2026 (0%)	\$34.96	\$37.69	\$40.44	\$43.21	\$45.88
		FY'2027 (2%)	\$35.66	\$38.44	\$41.25	\$44.07	\$46.80
11	Highway Superintendent Parks Superintendent Facilities & Project Manager Director of Fleet Services	FY'2025 (4%)	\$34.82	\$37.56	\$40.32	\$43.09	\$45.83
		FY'2026 (0%)	\$37.92	\$40.88	\$43.86	\$46.85	\$49.81
		FY'2027 (2%)	\$38.68	\$41.70	\$44.74	\$47.79	\$50.81
12	Water Superintendent Water Treatment Plant Operator	FY'2025 (4%)	\$37.76	\$40.77	\$43.74	\$46.72	\$49.71
		FY'2026 (0%)	\$41.09	\$44.34	\$47.56	\$50.78	\$54.01
		FY'2027 (2%)	\$41.91	\$45.23	\$48.51	\$51.80	\$55.09
13		FY'2025 (4%)	\$40.98	\$44.24	\$47.42	\$50.67	\$53.89
		FY'2026 (0%)	\$44.57	\$48.10	\$51.54	\$55.05	\$58.53
		FY'2027 (2%)	\$45.46	\$49.06	\$52.57	\$56.15	\$59.70
14		FY'2025 (4%)	\$44.44	\$47.93	\$51.44	\$54.97	\$58.48
		FY'2026 (0%)	\$48.31	\$52.09	\$55.88	\$59.70	\$63.49
		FY'2027 (2%)	\$49.28	\$53.13	\$57.00	\$60.90	\$64.76
15		FY'2025 (4%)	\$48.20	\$52.01	\$55.85	\$59.65	\$63.47
		FY'2026 (0%)	\$52.38	\$56.50	\$60.65	\$64.75	\$68.89
		FY'2027 (2%)	\$53.43	\$57.63	\$61.86	\$66.05	\$70.26

Appendix C - Library

Grade	Title		Step 1 Entry	Step 2 6 Months	Step 3 18 Months	Step 4 30 Months	Step 5 48 Months
A		FY'2025 (4%)	\$11.54	\$12.48	\$13.45	\$14.42	\$15.40
		FY'2026 (2%)	\$12.04	\$13.00	\$13.99	\$14.97	\$15.97
		FY'2027 (2%)	\$12.28	\$13.26	\$14.27	\$15.27	\$16.29
1		FY'2025 (4%)	\$15.70	\$16.93	\$18.16	\$19.39	\$20.65
		FY'2026 (2%)	\$16.28	\$17.54	\$18.79	\$20.05	\$21.33
		FY'2027 (2%)	\$16.61	\$17.89	\$19.17	\$20.45	\$21.76
2		FY'2025 (4%)	\$16.93	\$18.24	\$19.61	\$20.93	\$22.26
		FY'2026 (2%)	\$17.54	\$18.87	\$20.28	\$21.62	\$22.98
		FY'2027 (2%)	\$17.89	\$19.25	\$20.68	\$22.05	\$23.43
3	Library Assistant I	FY'2025 (4%)	\$18.27	\$19.72	\$21.20	\$22.70	\$24.08
		FY'2026 (2%)	\$18.91	\$20.38	\$21.89	\$23.43	\$24.83
		FY'2027 (2%)	\$19.29	\$20.79	\$22.33	\$23.90	\$25.33
4	Library Assistant II	FY'2025 (4%)	\$19.75	\$21.33	\$22.88	\$24.47	\$26.05
		FY'2026 (2%)	\$20.42	\$22.02	\$23.61	\$25.23	\$26.84
		FY'2027 (2%)	\$20.83	\$22.46	\$24.08	\$25.74	\$27.38
5	Library Technician	FY'2025 (4%)	\$21.33	\$23.02	\$24.68	\$26.39	\$28.08
		FY'2026 (2%)	\$22.02	\$23.75	\$25.45	\$27.18	\$28.91
		FY'2027 (2%)	\$22.46	\$24.22	\$25.96	\$27.73	\$29.49
6		FY'2025 (4%)	\$23.06	\$24.92	\$26.74	\$28.56	\$30.38
		FY'2026 (2%)	\$23.80	\$25.69	\$27.54	\$29.41	\$31.26
		FY'2027 (2%)	\$24.27	\$26.20	\$28.09	\$29.99	\$31.89
7	Youth Services Librarian	FY'2025 (4%)	\$25.01	\$27.01	\$28.95	\$30.94	\$32.89
		FY'2026 (2%)	\$25.78	\$27.83	\$29.80	\$31.83	\$33.82
		FY'2027 (2%)	\$26.30	\$28.38	\$30.39	\$32.47	\$34.49
8		FY'2025 (4%)	\$27.12	\$29.25	\$31.42	\$33.58	\$35.70
		FY'2026 (2%)	\$27.93	\$30.11	\$32.32	\$34.52	\$36.68
		FY'2027 (2%)	\$28.49	\$30.71	\$32.97	\$35.21	\$37.41
9		FY'2025 (4%)	\$29.53	\$31.87	\$34.24	\$36.51	\$38.87
		FY'2026 (2%)	\$30.39	\$32.78	\$35.20	\$37.51	\$39.91
		FY'2027 (2%)	\$31.00	\$33.44	\$35.90	\$38.26	\$40.71