



# COLLECTIVE BARGAINING AGREEMENT

*July 1, 2023 – June 30, 2026*

---

*Between*

*The Town of Seekonk*

*And*

*AFSCME Council 93*

*Local 1701*

*Department of Public Works*

---



# Table of Contents

---

<b>ADMINISTRATION .....</b>	<b>3</b>
ARTICLE I, SECTION 1 – RECOGNITION .....	3
ARTICLE I, SECTION 2 – DURATION OF AGREEMENT .....	3
ARTICLE I, SECTION 3 – SEVERABILITY .....	3
ARTICLE I, SECTION 4 – DEADLINE TO SUBMIT PROPOSALS .....	3
ARTICLE 1, SECTION 5 – DISCRIMINATION AND COERCION .....	3
ARTICLE I, SECTION 6 – UNION DUES .....	4
ARTICLE I, SECTION 7 – AGENCY SERVICE FEE .....	4
<b>COMPENSATION .....</b>	<b>4</b>
ARTICLE II, SECTION 1 – HOURS OF WORK .....	4
ARTICLE II, SECTION 2 – LUNCH AND REST PERIODS .....	5
ARTICLE II, SECTION 3 – CLEANUP TIME .....	5
ARTICLE II, SECTION 4 – SALARIES .....	5
ARTICLE II, SECTION 5 – OVERTIME .....	7
ARTICLE II, SECTION 6 – COMPUTATION OF OVERTIME .....	8
ARTICLE II, SECTION 7 – CALL BACK .....	8
ARTICLE II, SECTION 8 – WINTER BONUS .....	9
<b>BENEFITS .....</b>	<b>9</b>
ARTICLE III, SECTION 1 – ABSENCES FROM WORK .....	9
ARTICLE III, SECTION 2 – PAID HOLIDAYS .....	10
ARTICLE III, SECTION 3 – HALF HOLIDAYS .....	10
ARTICLE III, SECTION 4 – VACATIONS .....	10
ARTICLE III, SECTION 5 – VACATION SCHEDULE .....	11
ARTICLE III, SECTION 6 – PERSONAL DAYS .....	11
ARTICLE III, SECTION 7 – SICK LEAVE .....	12
ARTICLE III, SECTION 8 – ABSENCES DUE TO INDUSTRIAL ACCIDENTS .....	13



December 28, 2023

ARTICLE III, SECTION 9 – BEREAVEMENT PAY.....	14
ARTICLE III, SECTION 10 – JURY DUTY .....	14
ARTICLE III, SECTION 11 – MILITARY LEAVE.....	14
ARTICLE III, SECTION 12 – HEALTH AND WELFARE.....	15
ARTICLE III, SECTION 13 – MEAL EXPENSES .....	15
<b>WORKING CONDITIONS.....</b>	<b>15</b>
ARTICLE IV, SECTION 1 – PROBATIONARY PERIOD.....	15
ARTICLE IV, SECTION 2 – PROMOTION AND JOB OPENINGS .....	16
ARTICLE IV, SECTION 3 – SENIORITY .....	16
ARTICLE IV, SECTION 4 – RECALL OF LAID OFF EMPLOYEES .....	16
ARTICLE IV, SECTION 5 – JUST CAUSE.....	16
ARTICLE IV, SECTION 6 – GRIEVANCE & ARBITRATION PROCEDURE.....	17
ARTICLE IV, SECTION 7 – SHOP STEWARD .....	17
ARTICLE IV, SECTION 8 – SAFETY COMMITTEE.....	17
ARTICLE IV, SECTION 9 – FEES.....	18
ARTICLE IV, SECTION 10 – EMPLOYEE EVALUATIONS.....	18
ARTICLE IV, SECTION 11 – DRUG TESTING .....	18
ARTICLE IV, SECTION 12 – OPEB CONTRIBUTION .....	19
ARTICLE IV, SECTION 13 – SERVICE OUT OF RANK .....	19
ARTICLE IV, SECTION 14 – HEALTH INSURANCE STIPEND .....	19



December 28, 2023

## ADMINISTRATION

### ARTICLE I, SECTION 1 – RECOGNITION

The Town of Seekonk recognizes the American Federation of State, County and Municipal Employees, Council 93, Local 1701, AFL-CIO (Public Works) as the sole and exclusive bargaining agent for all regular members of the Seekonk Public Works Department for the purpose of collective bargaining relative to Wages, Salaries, Hours, Working Conditions and Benefits. The rights of the Town of Seekonk and employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

### ARTICLE I, SECTION 2 – DURATION OF AGREEMENT

This Agreement shall be for a term of 36 months, commencing on July 1, 2023 and shall continue in effect to June 30, 2026, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by April 15, prior to the expiration of the agreement year involved, either party shall give the other party written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination.

### ARTICLE I, SECTION 3 – SEVERABILITY

Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provision of this Agreement shall remain in force for the duration of the Agreement.

### ARTICLE I, SECTION 4 – DEADLINE TO SUBMIT PROPOSALS

In the event notice is given of a desire to modify this Agreement, said notice shall specify the particular provisions of the Agreement that a modification of which is desired. Thereafter, the Town and the Employee Union shall meet promptly to begin negotiations.

### ARTICLE 1, SECTION 5 – DISCRIMINATION AND COERCION

There shall be no discrimination by the Foreman, Superintendent or other agents of the employer against any employee because of his/her activities or membership in the Union. The employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement or his/her refusal to comply with any order which would violate this Agreement.



December 28, 2023

## ARTICLE I, SECTION 6 – UNION DUES

Union dues shall be deducted by the Town Treasurer bi-weekly and sent to the Treasurer of AFSCME Council 93.

## ARTICLE I, SECTION 7 – AGENCY SERVICE FEE

The employer agrees to notify the Union whenever deductions are not made in accordance with an authorization of check-off due to the fact that an employee is not on the payroll during any payroll period. It shall be a condition of employment that on or after the thirtieth (30th) day following employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each member of the bargaining unit shall pay to the Union an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee for the duration of the Agreement shall be paid weekly and equal to the Union dues. Any new employee shall be considered temporary for a period of ninety (90) days.

In consideration of the employer's entering into this collective bargaining agreement, which agreement includes an agency service fee provision, the Union hereby agrees to indemnify the said employer and hold it harmless from any and all claims, liabilities or costs of the employer which arise out of entering into or enforcement of said provisions of which arise out of the payroll deduction of agency service fees.

## COMPENSATION

### ARTICLE II, SECTION 1 – HOURS OF WORK

The work week shall consist for forty (40) hours, five (5) consecutive eight (8) hour days, Monday through Friday, excluding lunch periods, with a regular starting and quitting time of 7:00 AM to 3:30 PM.

The only exceptions to the above will be work at the Transfer Station which will be any consecutive five (5) days, excluding Sunday.

The Secretary's work week shall consist of 37.5 hours, five consecutive 7.5 hour days, Monday through Friday, with a one (1) hour (30 minutes paid and 30 minutes unpaid) lunch period with a regular starting and quitting time of 8AM – 4PM.



December 28, 2023

## ARTICLE II, SECTION 2 – LUNCH AND REST PERIODS

Members of the Public Works Department covered by this Agreement shall be allowed thirty (30) minutes for lunch and a ten (10) minute rest period as close to 9:00AM and 2:00PM as possible.

## ARTICLE II, SECTION 3 – CLEANUP TIME

A fifteen (15) minute period shall be allowed at the end of each day for employee cleanup.

## ARTICLE II, SECTION 4 – SALARIES

As of July 1, 2023 (Fiscal Year 2021) a 3.5% base salary increase plus 0.50% for OPEB, excluding Senior Clerks.

As of July 1, 2024 (Fiscal Year 2022) a 3% base salary increase

As of July 1, 2025 (Fiscal Year 2023) a 3% base salary increase

Position Title	FY2024						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-23 mos	24-47 mos	48-71 mos	72-107 mos	108-131 mos	132-167 mos	168+ mos
rate of increase	4.00%						
Foreman	27.39	27.93	28.50	29.06	29.64	30.53	31.45
Mechanic Foreman	28.98	29.57	30.16	30.76	31.38	32.32	33.29
Mechanic	27.04	27.58	28.11	28.68	29.26	30.13	31.04
Equipment Operator	25.13	25.64	26.16	26.68	27.21	28.02	28.86
Driver/Laborer	23.44	23.92	24.40	24.89	25.39	26.15	26.93
P/T Secretary	17.45	17.79	18.17	18.53	18.90	19.46	20.05
Senior Clerk	24.83	25.99	27.16	28.33	29.18	30.06	30.96



December 28, 2023

Position Title	FY2025						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-23 mos	24-47 mos	48-71 mos	72-107 mos	108-131 mos	132-167 mos	168+ mos
rate of increase	3.00%						
Foreman	28.21	28.77	29.36	29.93	30.53	31.45	32.39
Mechanic Foreman	29.85	30.46	31.06	31.68	32.32	33.29	34.29
Mechanic	27.85	28.41	28.95	29.54	30.14	31.03	31.97
Equipment Operator	25.88	26.41	26.94	27.48	28.03	28.86	29.73
Driver/Laborer	24.14	24.64	25.13	25.64	26.15	26.93	27.74
P/T Secretary	17.97	18.32	18.72	19.09	19.47	20.04	20.65
Senior Clerk	25.57	26.77	27.97	29.18	30.06	30.96	31.89

Position Title	FY2026						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-23 mos	24-47 mos	48-71 mos	72-107 mos	108-131 mos	132-167 mos	168+ mos
rate of increase	3.00%						
Foreman	29.06	29.63	30.24	30.83	31.45	32.39	33.36
Mechanic Foreman	30.75	31.37	31.99	32.63	33.29	34.29	35.32
Mechanic	28.69	29.26	29.82	30.43	31.04	31.96	32.93
Equipment Operator	26.66	27.20	27.75	28.30	28.87	29.73	30.62
Driver/Laborer	24.86	25.38	25.88	26.41	26.93	27.74	28.57
P/T Secretary	18.51	18.87	19.28	19.66	20.05	20.64	21.27
Senior Clerk	26.34	27.57	28.81	30.06	30.96	31.89	32.85

Longevity Step 6 shall be 3% higher than Step 5.

Longevity Step 7 shall be 3% higher than Step 6.

Senior Clerks will forgo the wage increase for Fiscal Year 2024 in light of their reclassification and corresponding wage scale adjustment for said fiscal year.

All employees in this union are required to receive their paychecks via direct deposit and receive pay advices via e-mail.

**There shall be a promotion factor. The promotion factor shall provide that an employee who is being promoted to a new job description will be placed in a step, regardless of years, that provides a minimum increased salary rate of 2%.**

**Laborer/Maintenance job classification shall be eliminated upon vacancy (Current incumbent is grandfathered into existing title/wage scale).**



## ARTICLE II, SECTION 5 – OVERTIME

Members of the Public Works Department who are required to work beyond their regular hours of duty shall be paid at a rate of time and one half (1.5) for all hours worked over eight (8) hours in a day or over forty (40) hours per week. Any portion of the first hour worked shall result in a minimum of one (1) hour overtime paid to the employee.

Members of the Public Works Department who are required to work beyond their regular hours of duty on a holiday, as listed per ARTICLE III SECTIONS II, and III, shall be paid at a rate of double time (2) for all hours worked.

Overtime shall be divided as equally as possible amongst those employees within the particular classification. The Town will make every reasonable effort to equalize overtime opportunities for employees. Overtime selection shall be made from employees who are able to do the particular work. However, overtime may not be assigned, at the discretion of the Superintendent, to an employee while that employee is on probation resulting from disciplinary action. The town will attempt to offer overtime first to the qualified employee with the fewest overtime hours and as further described below:

1. The Secretary and the Mechanics will have the opportunity for overtime solely in accordance with their job category.
2. In lieu of overtime payment, an employee may elect to accumulate compensatory time at the rate of time and one-half, subject to the approval of the Superintendent of Public Works. An employee may accumulate a maximum of forty (40) replenishable hours that must be used by the end of the fiscal year in which it was earned. Unused compensatory time will be paid out, in accordance with the FLSA, at the employee's current time and one-half rate of pay. The payment shall be made to the eligible employee on or before July 15th.
3. If more than one (1) employee is needed to perform an overtime job, the second employee to be called in shall be a Foremen (unless in the case where the first person called in was a Foreman).
4. Every employee will start each new fiscal year with zero (0) hours of overtime.





December 28, 2023

5. An employee who is out sick or leaves work sick shall not be eligible for overtime until 12 AM the following day of sick time used. Exemptions to this rule will be if the sick time was for a pre-scheduled doctor's appointment or for a family sick leave.

If an employee works a continuous sixteen (16) hours for a "weather event" or "snow storm," all hours leading up to the sixteenth hour and all of the hours thereafter in continuous operations to those said sixteen (16) hours shall be paid at a rate of one and one-half times their rate of pay. Continuous service shall not begin during an employee's regular hours of duty. The calculation of continuous service starts when an employee begins an overtime assignment and clock out at or after 16 hours of continuous work. If an employee is sent home or otherwise leaves work for any period aside from those breaks provided in Article II, Section 2 of this Agreement, that shall constitute a stoppage of the continuous hours.

#### **ARTICLE II, SECTION 6 – COMPUTATION OF OVERTIME**

At times for which an employee is on full pay status such as sick leave, vacation, personal, compensatory, holidays, paid education leave, and paid Union leave it shall be considered time worked for the purposes of calculating overtime compensation.

#### **ARTICLE II, SECTION 7 – CALL BACK**

Members of the Department called back during emergencies shall be paid at the rate of time and one half (1.5) or double (2) time as outlined in Article 2, Section 5 for all call back hours, with a minimum of four (4) hours pay.

Call back shall not be interpreted as Stand-By in this Agreement.

Start time for all call backs shall start upon the arrival of the employee at the Department. Members called back shall arrive within an hour of being called back during reasonable conditions.

The Town will attempt to pre-schedule employee call backs when it can reasonably anticipate the need, to allow employees to plan accordingly.



December 28, 2023

## **ARTICLE II, SECTION 8 – WINTER BONUS**

Any and all members who maintain zero (0) refusals during snow and ice operations shall receive a winter bonus of two hundred and fifty dollars (\$250). All eligible members shall receive their winter bonus on May 1st of each fiscal year.

Increase existing winter bonus to the following new amounts:

FY 24 - \$350

FY 25 - \$450

FY 26 - \$550

## **BENEFITS**

### **ARTICLE III, SECTION 1 – ABSENCES FROM WORK**

Employees not expecting to work because of sickness, personal reasons or other causes must notify the Superintendent or his designee one (1) hour before scheduled to report to work. This provision shall not be interpreted as condoning repeated absences from work on the part of the employee.

Leave request forms will be submitted by the employee to the Superintendent or designee for all absences from work.

Approval of unscheduled vacation requests will be based on the staffing needs and seniority. The purpose of this priority determination is to reduce overlapping employee leaves.

For absences which are unforeseeable, a leave request form must be completed upon the employees' return to duty. Prior submittal and approval of a leave request will constitute notification of the absence(s).

Written approval is required prior to any vacation, personal, or compensatory leave use.

Sick time is accrued at the end of the payroll period and is available to be taken at the start of the following payroll period.



December 28, 2023

### ARTICLE III, SECTION 2 – PAID HOLIDAYS

Members of the Department covered by this Agreement will receive pay for the twelve (12) holidays listed below, provided they work the working day before and after the holiday. If it is established by the Superintendent of Public Works that the sickness or absence was of a legitimate nature, this section will not apply.

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

Martin Luther King Day  
Patriot's Day  
Juneteenth  
Labor Day  
Veteran's Day  
Day after Thanksgiving

### ARTICLE III, SECTION 3 – HALF HOLIDAYS

Members of the Department covered by this Agreement will be guaranteed three (3) half holidays on Good Friday, Christmas Eve and New Year's Eve, provided they work the working day before and after the half holiday. If it is established by the Superintendent of Public Works that the sickness or absence was of a legitimate nature, or if the employee was pre-approved for time off, this provision will not apply.

### ARTICLE III, SECTION 4 – VACATIONS

Vacation time for all full-time employees shall be administered on a twelve (12) month calendar year basis. Vacation time will be credited on January 1st each calendar year following the initial allotments of vacation time.

In conjunction with the transition of the administration of the vacation time benefit from a fiscal year to a calendar year basis, each employee will be credited with half (50%) of their allotted vacation time on July 1, 2024 to be used prior to December 31, 2024. Beginning January 1, 2025 and continuing thereafter, employees will receive their accrued vacation time, which will be credited on January 1st thereafter.

Example: An employee that receives two weeks (10 days) vacation will receive one week (5 days) on July 1, 2024, then two weeks (10 days) on January 1, 2025.

Each employee shall have a vacation during the year following completion of a term of service as follows:



December 28, 2023

During the year following completion of six months service - one week (5 days);  
After completion of the next six months, - one week (5 days);

After completion of one (1) year service in each successive year -

Two weeks (10 days); After completion of five (5) year service in each successive year - Three weeks (15 days); After completion of ten (10) service in each successive year - Four weeks (20 days);

After completion of twenty (20) year service in each successive year - Five weeks (25 days); Service shall include all dates for which the Employee is compensated with salaries and wages, including all time during which the Employee receives compensation pursuant to M.G.L. c. 152.

One day is equal in length to the normal work day of an employee. Vacation may only be minimally used in hourly increments.

Any employee receiving a vacation period exceeding two (2) weeks shall take the added time due at a time of the year which, in the opinion of the Superintendent of Public Works shall cause the least interference with the duties and goals of the Public Works Department, and further, shall be scheduled so that there is minimal overlapping of vacations and an adequate working force is available at all times.

Vacation carryover may be allowed at the discretion of the Superintendent of Public Works to assist with staffing or scheduling issues.

### **ARTICLE III, SECTION 5 – VACATION SCHEDULE**

A vacation schedule shall be posted by January 1st of each year and may not be changed or swaps made without the consent of both parties and only with the approval of the Superintendent of Public Works, or in his absence, the Town Administrator. If there is a conflict in the vacation schedule, seniority shall prevail.

### **ARTICLE III, SECTION 6 – PERSONAL DAYS**

All members of the Public Works Department covered by this Agreement shall be granted four (4) personal days per year. The use of such days is subject to advance notice from the employee (at least twenty-four (24) hours except in an emergency) and approval by the Superintendent or designee.

In conjunction with the transition of the administration of the personal days benefit from a fiscal year to a calendar year basis, four (4) personal days will be credited to each employee on July 1, 2023. Thereafter, two (2) personal days will be credited to each employee on July 1, 2024 for use prior to December 31, 2024.



December 28, 2023

Beginning January 1, 2025 and continuing thereafter, employees will receive four (4) personal days which will be credited on each January 1st.

Full-time employees hired into the bargaining unit after January 1 will be credited with personal leave days during their initial year of employment in accordance with the following schedule:"

Date of Hire	Days Credited
January 1 – March 31	4 paid leave days
April 1 – June 30	3 paid leave days
July 1 – September 30	2 paid leave days
October 1 – December 31	1 paid leave day

### ARTICLE III, SECTION 7 – SICK LEAVE

All members of the Public Works Department covered under this Agreement shall be granted one and one half (1.5) days per month or eighteen (18) days a year sick leave, inclusive of the first day. This time may be used for actual sickness. In the event there is doubt as to whether the sickness is sufficient to prevent attendance at work, the Town may require a doctor's certificate under the following circumstances:

- An employee utilizing sick leave after the work day has started;
- After three (3) consecutive days absent;
- Or five (5) days absent within the prior twelve months for which a doctor's certificate or other form of verification acceptable to the Superintendent has not been provided.

The Town reserves the right to name said physician should they so desire.

A full-time employee shall stop accruing sick leave after six (6) months of continuous absence. The Town Administrator shall have the discretion to allow an employee of the bargaining unit to continue to accrue sick leave after six (6) months of continuous absence.

Under the provisions of the Family and Medical Leave Act, and subject to approval of the Town Administrator, an employee may be allowed to use accumulated Sick Leave Benefits to care for an illness affecting an immediate family member. For purposes of this article, 'immediate family member' shall mean a spouse or child of the employee. If management has reasonable suspicion to believe an employee is feigning illness, management may require that employee to submit to a doctor examination to confirm or dispel suspicion. Management will name the doctor and time of appointment, said appointment to be during normal working hours. The



December 28, 2023

Town shall be responsible for any doctor fee not covered by the employees' health insurance for said examination only. A total of one hundred thirty (130) days sick leave may be accumulated. Upon retirement, retirement due to a job related injury, death or reduction in work force, an employee shall be entitled to fifty percent (50%) conversion of accumulative sick leave days. Upon the death of an employee, this fifty percent (50%) conversion shall be paid to the beneficiary of the estate of said employee. Any employee resigning his/her position with the Town shall be so entitled to this benefit provided that said employee has a minimum of ten (10) year service with the Town.

### **ARTICLE III, SECTION 8 – ABSENCES DUE TO INDUSTRIAL ACCIDENTS**

An employee injured on the job must report the fact immediately to his supervisor. Occupational sick leave, as distinguished from regular sick leave, shall mean leave given to an employee due to absence from duty caused by an accident, injury or occupational disease, that occurred while the employee was engaged in the performance of his/her duties.

Any employee on occupational sick leave shall not work at any other new job during the period of incapacitation without the advance permission of the Employer, which shall not unreasonably be withheld. If the employee held a part-time job "second job") prior to claiming workers' compensation benefits and the second job duties are not inconsistent with the claimed incapacity, the employee need only notify the employer that the employee is continuing to work the second job. Violation of this provision may result in reduction of and/or discontinuance of any workers' compensation benefit and may result in dismissal. During periods of incapacity, employees shall be subject to periodic medical examinations as allowed by the workers' compensation law as a condition of continued receipt of worker's compensation benefits, as directed by the Superintendent or Town Administrator. The purpose of these examinations is to secure periodic medical evaluations of the particular employee.

Employees receiving worker's compensation wage benefits will not accrue paid sick leave after six (6) months of continuous absence. However, the Town Administrator shall have the discretion to allow an employee of the bargaining unit to continue to accrue sick leave after six (6) months of continuous absence. Nothing in this Contract shall affect in any way the Town's ability to initiate retirement proceedings or discharge proceedings for an employee who is medically incapacitated or who represents that the employee is medically incapacitated from resuming the employee's full job duties.



December 28, 2023

The difference between the normal work week wage, forty (40) hours and the insurance allowance, may be made up by the employee by using his sick leave or vacation time allowance.

An employee eligible to receive Workmen's Compensation but who has not started receiving same may elect to be paid every week by using his accumulated sick leave until the employee is reimbursed by the insurance carrier at which time the employee shall reimburse the Town in the full amount of said Workmen's Compensation received.

### **ARTICLE III, SECTION 9 – BEREAVEMENT PAY**

In the event a death occurs in the immediate family of a member of the Public Works Department covered by this Agreement, the Town of Seekonk agrees to pay such a member for time necessarily lost in attending funeral services and making necessary arrangements not to exceed five (5) working days. The term "immediate family" shall be defined to include father, mother, spouse, children, brother and sister of a member, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law and grandchildren.

### **ARTICLE III, SECTION 10 – JURY DUTY**

In the event an employee is actually called and serves on jury duty during the term of this Agreement, then in such event the employee shall receive from the Town an amount equal to the difference between the normal work week wages and the compensation received from the County or the United States Government for such jury duty service.

### **ARTICLE III, SECTION 11 – MILITARY LEAVE**

Time off and pay will be governed by Massachusetts General Laws, Chapter 33 Section 59 as adopted by the Town on September 11, 2000 and show below and state and federal statute. Full veterans' re-employment rights as established by federal and state statute will be available to employees returning from military leave.

Any member of the department shall be entitled, during the time of his service in the armed forces of the Commonwealth, under section thirty-eight, forty, forty-one, forty-two, or sixty, or during his annual tour of duty of not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee or official of the Commonwealth or of such county, "city or town, and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees or officials. Furthermore, the Town agrees to grant the





December 28, 2023

rights and privileges secured under the Uniformed Services Employment and Re-Employment Rights Act (USERRA).

### **ARTICLE III, SECTION 12 – HEALTH AND WELFARE**

Full time regular employees of the Public Works Department are entitled to receive health insurance as provided by the Town as follows:

1. Effective upon execution of the Collective Bargaining Agreement, Blue Cross master medical will only be available to the employees who are currently enrolled in the program. Employees who exercise their option to change from Blue Cross Master medical coverage during the open enrollment period will not be able to convert back to Master Medical coverage at a later date.
2. Effective upon execution of the Collective Bargaining Agreement, employees eligible to receive health insurance, will be offered Blue Cross or other coverage as determined by the Town.
3. The Health Insurance contribution rate will be 75% from the town and 25% from the employees covered by the Collective Bargaining Agreement who receive health insurance benefits from the Town. There shall be a two week open enrollment period to allow members to change plans should they so desire.

### **ARTICLE III, SECTION 13 – MEAL EXPENSES**

Effective July 1, 2023, members called out for hurricanes or snow removal before 7:30 AM or after 4:00 PM shall be reimbursed for actual breakfast expenses not to exceed \$10, lunch expenses not to exceed \$12 and dinner expenses not to exceed \$15. Members shall turn in receipts for reimbursement at the end of the work shift.

## **WORKING CONDITIONS**

### **ARTICLE IV, SECTION 1 – PROBATIONARY PERIOD**

Each employee initially hired by the Town shall be hired as a probationary employee for the first year of their employment. During this period, the employee shall be evaluated as to their work performance, skills and abilities every two (2) months or more often as necessary by the department or his/her designee. At the end of this period, the department head shall recommend to the Board of Selectmen to either permanently hire or terminate the employee. Neither the





December 28, 2023

employee nor the Union shall have the right to grieve the decision of the department head or Board of Selectmen.

#### **ARTICLE IV, SECTION 2 – PROMOTION AND JOB OPENINGS**

For promotions, the most qualified person will be considered. If there is more than one (1) equally qualified person, seniority shall prevail. All job openings will be posted in the Public Works Department.

#### **ARTICLE IV, SECTION 3 – SENIORITY**

The length of service of the employee in the bargaining unit shall determine the seniority of the employee. All other factors being equal, the principle of seniority shall govern and control in all cases of promotion within the bargaining unit, transfer, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation periods.

#### **ARTICLE IV, SECTION 4 – RECALL OF LAID OFF EMPLOYEES**

Any employee laid off by the Employer due to reduction in force, financial cutbacks or department re-organization shall have first right to be recalled to fill a vacancy provided:

1. Employer seeks to fill a vacancy in the department with two (2) years of the date the employee was laid off from his/her employment with the Town
2. And said employee had the qualifications to perform the requirements of the job description.

Recall rights shall be permanently terminated under the following circumstance:

- 1) if after thirty (30) day notice being sent to the last known address of the employee of their right to return to work, said employee fails to respond to the Town of their intent to return to work, or 2) the employee notifies the Town of their intent not to return to work.

#### **ARTICLE IV, SECTION 5 – JUST CAUSE**

No employee shall be suspended, demoted, discharged or transferred without just cause



December 28, 2023

#### **ARTICLE IV, SECTION 6 – GRIEVANCE & ARBITRATION PROCEDURE**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the Superintendent within ten (10) working days of the date of the grievance or his/her knowledge of its occurrence. The Superintendent shall attempt to adjust the matter and shall respond to the Steward in writing within ten (10) working days.

Step 2: If the grievant is dissatisfied with the Superintendent's decision, the Union can appeal to the Town Administrator within ten (10) working days from receipt of the Superintendent's response to the grievance. Failure to appeal within ten (10) days will constitute a waiver to the grievance.

Step 3: If the grievance still remains unadjusted, it shall be presented to the Selectmen in writing within ten (10) working days after the response of the Town Administrator is due. The Selectmen shall respond in writing within ten (10) working days.

Step 4: If the grievance is still unsettled, either party may, within thirty (30) days after the reply is due, by written notice to the other, request arbitration through either the State Board of Mediation and Arbitration, Labor Relations Connection, or the American Arbitration Association.

Final binding arbitration will prevail on grievances only.

#### **ARTICLE IV, SECTION 7 – SHOP STEWARD**

A reasonable amount of time off to investigate grievances, with the approval of the Superintendent of Public Works and without loss of pay shall be granted to the Shop Steward.

#### **ARTICLE IV, SECTION 8 – SAFETY COMMITTEE**

There shall exist a safety committee consisting of two employees from the Union. The Superintendent of Public Works and the Town Administrator shall meet with said committee within seventy-two (72) hours of notice of safety concerns.



December 28, 2023

#### **ARTICLE IV, SECTION 9 – FEES**

The Town shall provide all material, equipment, tools and special license fees required to perform duties assigned. This section shall include the furnishing and the cleaning of uniforms.

All employees classified other than office staff are required to use all department issued uniforms. Employees of the department shall comply with dress and safety directives as issued by the Superintendent and Safety Committee. Costs associated with particular equipment and supplies related to compliance with said directive will be the responsibility of the Town.

The Town will provide reimbursement for CDL related training expenses to eligible employees. Additionally, eligible employees can also request reimbursement for expenses incurred with respect to other Town related licenses that have been successfully obtained by the employee.

Eligibility for all such reimbursement requests will be determined in the sole discretion of the Superintendent of Public Works based on the Superintendent's assessment of whether the training is related to the employee's position with the Town or not. Employees will be required by the Superintendent to submit documentation for any reimbursement requests.

The Town shall supply safety boots to employees holding positions that require them for safety purposes. Employees can request safety boots when needed, and such requests will be subject to approval by the Superintendent of Public Works.

#### **ARTICLE IV, SECTION 10 – EMPLOYEE EVALUATIONS**

At fiscal year's end an evaluation of all members of the Public Works Department shall be conducted by an immediate supervisor with full knowledge of the employee's work duties and performance.

#### **ARTICLE IV, SECTION 11 – DRUG TESTING**

All members of the Public Works Department covered by this Agreement shall be subject to annual random drug testing. The Town shall select the vendor to conduct the random drug testing and shall bare responsibility for all costs associated with the testing. A failure of a drug test shall be subject to disciplinary actions that are deemed appropriate by the Town.



#### ARTICLE IV, SECTION 12 – OPEB CONTRIBUTION

Effective July 1, 2023, starting with the first pay period, each employee shall contribute one-half percent (0.50%) of the employee's regular base pay per pay period to the Town who will deposit such contribution into the "Other Post Employment Benefit (OPEB) Trust Fund." In no event will the employee contribution be greater than fifty percent (50%) of the base wage increase in that same given fiscal year.

The Town will fund the initial year of OPEB with an initial contribution of one-half percent (0.50%), on top of the first year wage increase for Fiscal Year 2024.

#### ARTICLE IV, SECTION 13 – SERVICE OUT OF RANK

Whenever an employee is directed by the Superintendent of Public Works to perform a significant portion or all of the duties of a higher rated position for at least thirty (30) consecutive calendar days, such as when that other position is vacant, the employee shall receive additional compensation effective on the thirty-first (31st) calendar day, retroactive back to day 1. The employee shall be compensated at the first step rate of the higher rated position that exceeds the next step of the employee's step rate.

#### ARTICLE IV, SECTION 14 – HEALTH INSURANCE STIPEND

As of July 1, 2023, any union member who doesn't receive health benefits from the Town of Seekonk shall receive a lump sum in said year for the amount of \$2,500. Said amount shall be paid in the Month of June starting in 2024.

Employees must also meet the following requirements in order to be eligible for the health care stipend benefit:

- To be eligible for stipend for first time, employee must have been enrolled in Town's health insurance plan during the entire preceding fiscal year. Example: To receive stipend in FY 24, employee must have been enrolled in Town's plan for entirety of FY 23 and then off the Town's plan in FY 24.
- Amount of stipend to be prorated if employee is only off the Town's plan for part of year. Example: Eligible employee who is off plan beginning July 1, 2023, but has to return January 1, 2024 would only get 50% of the stipend.
- Once employee meets initial eligibility, employee would continue to receive stipend in successive years so long as employee continues to remain off of Town's insurance.



**December 28, 2023**


- If employee has to return to Town's insurance at any point, employee will need to meet initial eligibility requirement in order to receive again.
- Employee must provide proof of outside health insurance coverage in order to receive health care stipend.



December 28, 2023

In WITNESS THEREOF, the Town of Seekonk, by its duly authorized Board of Selectmen and Local #1701, American Federation of State, County, and Municipal Employees AFL-CIO, by its duly authorized Officers, have caused this Agreement to be executed this 21<sup>st</sup> day of February, 2024 to be effective the first day of July 2023.

**LOCAL #1701**


  
Sheila Kearns

  
Joseph Gonçalves

\_\_\_\_\_

**BOARD OF SELECTMEN**

  
Christopher Zorra

  
Michelle A. Hines

\_\_\_\_\_  
Justin Sullivan

  
Pamela Pozzi

\_\_\_\_\_