

**TOWN OF WHITMAN
AND
AFSCME COUNCIL 93, LOCAL 1700
DEPARTMENT OF PUBLIC WORKS**

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Town of Whitman (the "Town") and the Whitman DPW Union, AFSCME, Council 93, Local 1700 (the "Union").

WHEREAS, the Town and the Union have entered into a Collective Bargaining Agreement for the period of July 1, 2017 through and including June 30, 2020, which has been extended by two subsequent ratified Memoranda of Understanding through and including June 30, 2022 (collectively, the "CBA"); and,

WHEREAS, the Town and the Union have met and negotiated pursuant to Chapter 150E of the Massachusetts General Laws the terms and conditions of a successor Collective Bargaining Agreement; and,

WHEREAS, said representatives of the Town and the Union have, subject to ratification by the Board of Selectmen and Board of Public Works Commissioners and the membership of the Union, and funding by Whitman Town Meeting, agreed to a successor agreement for the period of July 1, 2022 through and including June 30, 2025;

NOW, THEREFORE, in consideration of mutual promises contained herein, the Town and the Union agree as follows:¹

1. PRIOR AGREEMENTS

The terms and conditions of the CBA in effect through June 30, 2022 shall continue in full force and effect for the period of July 1, 2022 through June 30, 2025 except as amended by this Memorandum of Understanding. Unless specifically stated otherwise, the terms of this Memorandum shall become effective on July 1, 2022. All proposals presented by the Parties during the course of these negotiations which are not specifically addressed herein have been withdrawn by the Parties.

2. DURATION

Amend Article 33, cover page, footers, and all other provisions containing dates to reflect a three year term commencing July 1, 2022 through June 30, 2025.

3. ARTICLE 4 - UNION DUES

Amend to read as follows:

ARTICLE 4

¹ Changes to existing language denoted as follows: deleted language is shown with a ~~strike~~through and newly-inserted language is shown in *bold italics*.

UNION DUES AND INFORMATION

Section 1

~~The Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union *During the term of this Agreement, the Employer agrees to deduct an amount set by the Union for Union dues or voluntary agency fee* from the pay of each employee who ~~executes or has executed the Authorization of Check-Off Dues form~~ an authorization form for such deduction and to remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had *such deductionssaid dues deducted*.~~

~~The Union hereby agrees to indemnify the Employer and to hold it harmless from any and all claims, cost or liabilities which result from remitting any monies deducted to the Union.~~

~~The Employer, being the Town of Whitman, accepts the provisions of Section 12 of Chapter 150E, MGLA, as the section applies to Agency Fee Provisions and agrees that employees who do not pay dues membership to the Union shall be required to pay an Agency Fee commencing thirty one (31) days following the date of this Agreement or their employment, whichever is later. This Agreement relative to Agency Fee is contingent upon the Selectmen of the Town of Whitman adopting the appropriate provisions of the Massachusetts General Laws.~~

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union.

The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

The Union hereby agrees to indemnify the Employer and to hold it harmless from any and all claims, cost or liabilities which result from remitting any monies deducted to the Union.

Section 2

Annually the Employer will provide the Union with the following information in spreadsheet file format or other format agreed to by the exclusive representative and the Town Administrator: (i) name; (ii) job; (iii) title; (iv) worksite location; (v) home address; (vi) work telephone number; (vii) home and personal cellular telephone numbers on file with the public employer; (viii) date of hire; (ix) work email address; and (x) personal email address on file with the public employer. The Union shall have the right to request this information more frequently,

provided that it shall not request this information more often than quarterly hereunder.

The Union's bargaining representative shall have the right to meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes, not later than 10 calendar days after the date of hire during new employee orientation or, if the Employer does not conduct new employee orientation, at an individual or group meeting.

Not later than ten (10) calendar days after the date of hire a new bargaining unit employee, the Employer shall provide the following contact information to the Union in spreadsheet file format or other format agreed to by the exclusive representative and the Town Administrator: (i) name; (ii) job; (iii) title; (iv) worksite location; (v) home address; (vi) work telephone number; (vii) home and personal cellular telephone numbers on file with the public employer; (viii) date of hire; (ix) work email address; and (x) personal email address on file with the public employer.

Home addresses, home and personal cellular telephone numbers, personal email addresses, dates of birth, bargaining units and groupings of employees and emails or other communications between employee organizations and their members shall not be public records and shall be prohibited from disclosure except as provided in M.G.L. c.4, §7, clause 26, subsections (o) and (p).

4. ARTICLE 6 - GRIEVANCE PROCEDURE

Amend Steps 1, 2 and 3, to read as follows:

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 employee's immediate supervisor within ~~three (3)~~*five (5)* working days of the date of the grievance or his/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within ~~three (3)~~*five (5)* working days.

Step 2 If the grievance has not been settled, it shall be presented in writing to the superintendent within ~~three (3)~~*five (5)* working days after the supervisor's response is due. The superintendent shall respond to the steward in writing within ~~three (3)~~*five (5)* days.

Step 3 If the grievance still remains unadjusted, it shall be presented to the Board of Public Works in writing within ~~five (5)~~*ten (10)* working days after the response of the superintendent is due. The Board of Public Works shall respond in writing within ~~sixteen (16)~~*thirty (30)* working days. Failure by the Board of Public Works to reply within this period shall be construed as a decision favorable to the employee.

5. ARTICLE 11 - OVERTIME

A. Amend the fifth and sixth paragraphs to read as follows:

The Department shall keep records of the overtime worked, including any opportunities for overtime work refused or otherwise not accepted (in any manner, including, but not limited to, unanswered telephone calls, busy signals, etc.) by any employee which shall be designated as chargeable overtime for purposes of equal and impartial distribution of overtime hereunder. ~~Employees on vacation shall not be offered and/or charged with any overtime opportunity.~~ In case of a grievance involving such records they shall be subject to examination by a Union representative or the shop steward provided he/she is accompanied by the Superintendent of the Department. A record of the overtime hours worked by each employee shall be posted on the bulletin board of the Department on a weekly basis. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related works shall be released from their duties first when the work load lessens.

Overtime shall be voluntary. There shall be no discrimination against any employee who declines to work overtime, but the employee will be put at the bottom of the overtime list maintained within his/her division of the Department unless he/she presents sufficient reason for declining. Failure to accept overtime due to the drug and alcohol testing policy will not be considered a refusal. *An employee who uses a sick day on the day prior to an overtime opportunity shall be moved to the bottom of the overtime call list for that opportunity.*

B. Amend the last sentence of Paragraph 5 to read as follows:

When in case of emergencies; it is necessary to call in personnel from other areas to aid and assist, the personnel from areas of than the area which normally performs such related ~~works shall~~ **work shall** be released from their duties first when the work load lessens.

6. ARTICLE 16 – PERSONAL DAYS

Amend to read as follows:

Each employee shall be entitled to ~~three (3)~~ **four (4)** personal days per year. In order to be entitled to same, the employee must inform the Superintendent or his/her designee of his/her intention to do so twenty-four (24) hours in advance, if possible. Personal days are not to be used in conjunction with a vacation or long holiday weekend. Personal days may not be accumulated, accrued or carried over from one fiscal year to another fiscal year. The granting of personal days is within the discretion of the Superintendent. Employees seeking leave under the Massachusetts Small Necessities Leave Act (the "Act") shall utilize the leave

provided under this Article whenever reasonably possible. The parties agree that such leave, which for purposes of the Act may be taken in the time increments set forth in the Act, shall satisfy any requirement on the part of the Town under said Act.

7. ARTICLE 18 - SICK TIME

- A. Amend the second to last paragraph of Section A. General Provisions, to read as follows:

Injury, illness or disability self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave under this Article except that an employee who is under the care of a physician and participating in an acceptable rehabilitation program and is no longer using drugs or alcohol will be eligible for leave under this Article to use accrued sick leave. An employee who is on leave and presents proof of acceptance into such a program will also be eligible to use up to five (5) days of accrued sick leave while awaiting the commencement such a program.

- B. Amend Section B. Sick Leave Bank, subsection 2.) of the second paragraph, to read as follows:

2.) prior utilization of all sick leave, personal days, and all but one (1) week of accrued vacation days for an employee with less than 8 years of service or all but two (2) weeks of accrued vacation days for an employee with 8 or more years of service. The purpose of this provision is to allow the employee to retain one (1) week of a portion of their accrued and unused vacation time to be available for use after returning from an extended sick or injury leave;

- C. Amend Section B. Sick Leave Bank, subsection 8.) of the second paragraph, to read as follows:

8.) sick leave bank time may not be used to cover time spent in any drug or alcohol rehabilitation program or awaiting the commencement such a program.

- D. Amend Section B. Sick Leave Bank, to strike the last paragraph as follows:

~~In order to promote the sick bank, employees using no sick time for three (3) consecutive months within any fiscal year will be granted four (4) bonus hours off with pay to use at a time mutually agreed upon between the employee and the Superintendent of Public Works. Employees may carry over four (4) bonus hours into the next fiscal year. In addition, if an employee has no absences in the fiscal year, s/he shall be granted one bonus day (8 bonus hours). Any bonus hours carried over into the next fiscal year shall be used in that next fiscal year. The term "bonus hours" as used by this Paragraph shall not be construed to mean compensatory time off.~~

E. Any “bonus hours” earned under Section B. Sick Leave Bank of the CBA in effect through June 30, 2022, which have accrued on or before June 30, 2022, may be carried over to the next fiscal year and used by the employee on or before June 30, 2023 at a time mutually agreed upon between the employee and the Superintendent of Public Works. Any unused bonus hours as of July 1, 2023 shall expire without compensation to the employee. The term “bonus hours” as used by this Paragraph shall not be construed to mean compensatory time off.

8. ECONOMICS

A. Amend Article 22, Classification and Pay Ranges, in the following manner:

- i. Add Step D and Step E at 4% increments.
- ii. Amend the salary scale as follows:
 - a. Effective July 1, 2022, increase by 2%
 - b. Effective July 1, 2023, increase by 2%
 - c. Effective July 1, 2024, increase by 2%
- iii. Remove identification of weekly rates.
- iv. Amend subcategory title “~~Wages with 1.5% CDL ADDED~~” to read “*Base Wages*”
- v. Remove subcategories “Wages with 1.5% CDL plus CDL-A .5%”; “Wages with 1.5% CDL plus Water Handlers License .5%”; “Wages with 2% CDL-A plus Water Handlers License .5%”; but which shall not change entitlements to the same under Article 26
- vi. Label steps as Step A, Step B, Step C, Step D, and Step E, respectively.

B. Amend Article 22, Classification and Pay Ranges, in the table labeled Classifications, to read as follows:

Classifications	
W-11	Laborer, Light Equipment Operator, Groundskeeper, Rec. Specialist, Truck Driver, Meter Reader, (Sand Blaster-Painter)
W-13	Pipe Layer (Tree Climber), Waste Water System Operator – Class II, Heavy Equipment Operator 2B – 2 nd Class
W-15	Assistant Mechanic, Heavy Equipment Operator 2A ; – 1 st Class, Waste Water System Operator – Class I
W-19	Foreman, Master Mechanic

- C. Amend Article 22, Classification and Pay Ranges, in the paragraph labeled NOTE, to read as follows:

NOTE: define columns as follows: *Step A* – pay rate for first full year of continuous employment with the Department. *Step B* – pay rate for second full year of continuous employment with the Department. *Step C* – pay rate for third and subsequent *fourth* full years of continuous employment with the Department. *Step D* – pay rate for *fifth through seventh full years of continuous employment with the Department*. *Step E* – pay rate for *eighth and subsequent full years of continuous employment with the Department*.

- D. Amend Article 23, Work Clothes and Clothing Allowance, third paragraph, to read as follows:

The provisions of this Article shall not apply to clerical employees, however each clerical employee shall be paid a lump sum of ~~\$200.00~~**\$500.00** in the first payroll of each fiscal year for clothing costs.

- E. Amend Article 24, Longevity, to read as follows:

Employees shall receive longevity payments as follows:

COMPLETED SERVICE TIME	PAYMENT
5 to 9 years	\$175.00 per year
10 to 14 years	\$325.00 \$425.00 per year
15 to 19 years	\$375.00 \$475.00 per year
20 to 24 years	\$425.00 \$525.00 per year
25 to 29 years	\$475.00 \$575.00 per year
30 years and over	\$525.00 \$625.00 per year

Payment shall be made within two (2) weeks following the employee's anniversary date.

Any employee after completion of his/her twentieth year of employment may elect to receive the following increases over one consecutive two year period: seven percent (7%) effective in the first year and an additional seven percent (7%) in the following year. However, effective the third year, the employee's salary shall be decreased by fourteen percent (14%). Any employee seeking such a longevity increase shall submit his/her request in writing to the Superintendent or to his/her designee no later than December 1 preceding the fiscal year that such increase shall be effective.

- F. Amend Article 26, Specialty Licenses, by deleting Section 2 in its entirety and replacing it with a new Section 2, to read as follows:

Section 2

Employees holding the following licenses shall, upon approval of the Commissioners, be paid an additional percentage of base pay each year for each license held, which shall be rolled into base pay for so long as they hold such license; provided, that if an employee loses any particular license, they shall no longer be eligible for the corresponding base pay increase:

<u>License</u>	<u>Percent Increase to Base Pay</u>
CDL-A.....	One-Half Percent (0.5%)
Water Handler D-1.....	One-Half Percent (0.5%)
Water Handler D-2.....	Two Percent (2%)

G. Amend Article 26, Specialty Licenses, by inserting a new Section 5, to read as follows:

Section 5

Employees holding the following licenses shall, upon approval of the Commissioners, be paid an additional percentage of base pay each year for each license as a lump sum stipend in the first payroll of each fiscal year:

<u>License</u>	<u>Percent Increase to Base Pay</u>
Hoisting 1B.....	One Percent (1%)
Electric & Pneumatic 3A.....	One Percent (1%)
Specialty 4E.....	One Percent (1%)

The percentages hereunder shall be cumulative, but no employee shall be entitled to a stipend of more than three percent (3%) of their base pay under this Section.

H. Within 30 days of ratification of the MOU by both parties, a one-time, lump sum bonus of \$800.00 will be paid to all employees within the Union's bargaining unit and employed by the Town as of that time.

9. ARTICLE 27 – EDUCATION, TRAINING AND PHYSICAL EXAMINATIONS

A. Amend the introductory paragraph to read as follows:

Employees may be reimbursed for the cost of physical examinations, workshops, seminars, or course work up to ~~Seven Hundred Dollars (\$700.00)~~ **Thirty Dollars (\$30.00)** per person per fiscal year, provided:

B. Amend the last paragraph to read as follows:

Employees shall receive monetary compensation at the rate of ~~twenty dollars (\$20.00)~~ **Thirty Dollars (\$30.00)** per semester hour per year for all undergraduate or graduate courses approved under the provisions of this Article which are successfully completed. For purposes of this paragraph, employees shall also receive compensation at this rate for the successful completion of courses – whether

or not graduate or undergraduate – which provide Training Contact Hours (“TCH”) as commonly recognized within the public works profession. For such courses, ten TCH’s shall be the equivalent of one Continuing Education Unit (“CEU”), and three CEU’s shall be the equivalent of two (2) semester hours. In addition, departmental mechanics shall be eligible to enroll in SAE certification courses. Upon completion and certification for each course, employees shall be credited using the same formula as stated above. In order to qualify for the receipt of any compensation under this provision, be it for TCHs, CEUs or semester hours, the employee must have received the prior written approval of the Commissioners for the TCH, CEU, or coursework in question and the coursework must have been completed within the fiscal year for which compensation is requested by the employee. The provisions of this paragraph shall not apply to clerical employees.

10. APPENDIX A – ALCOHOL AND DRUG USE AND TESTING POLICY FOR SAFETY SENSITIVE DRIVERS

A. Amend heading ALCOHOL AND DRUG TESTING, Section 5, to read as follows:

5. Return to duty and follow-up

When:

- Return to duty testing is required for drivers who violate prohibitions and are returning to work. In order to return to work, an alcohol concentration of less than 0.02 or a negative drug test is required.
- Follow-up testing is required when a driver returns to a safety-sensitive function. A minimum of six tests shall be performed during the first year back in a safety-sensitive position. However, follow-up testing may continue for up to five years. *Drivers shall be responsible for the cost of follow up testing.*

B. Amend heading CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITIONS, subheading Alcohol Violations, to read as follows:

CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITIONS

An employee who is found to have violated this Policy shall be subject to the following:

Alcohol violations:

- a) Immediate removal from all safety-sensitive functions, as outlined in Appendix A. The employee will be placed on a leave of absence and may utilize accrued sick, personal, and vacation time. When all accrued time is exhausted, the employee will revert to unpaid status.

- b) Following a violation, an employee cannot return to safety-sensitive duties until an evaluation has been done and any recommended treatment has been completed.
- c) Anyone with an alcohol concentration of 0.02 or greater, but less than 0.04, cannot return to safety-sensitive duties for at least 24 hours.
- d) Following a violation, the employee will be subject to return to duty and/or follow-up testing as determined necessary by the Town. *Employees shall be responsible for the cost of follow up testing.*
- e) Any employee that tests positive for alcohol shall be subject to disciplinary procedures up to and including termination, as outlined below.
- f) Failure to adhere to the terms of the treatment program may constitute a violation of this Policy and shall be grounds for immediate termination.

C. Amend heading EVALUATION AND TREATMENT PROGRAM, to read as follows:

EVALUATION AND TREATMENT PROGRAM

This Policy requires the Town to provide you with the opportunity for treatment, consistent with Article 15 of the parties Collective Bargaining Agreement.

If you violate an alcohol or drug prohibition you must be evaluated by a substance abuse professional to determine what help is needed.

Before you can return to a safety-sensitive job, you must:

- a) have an alcohol concentration of less than 0.02, or a verified negative drug test (depending on the violation)
- b) complete recommended treatment
- c) *agree to* complete a minimum of 6 follow-up tests within the first year back to work (follow-up testing may be done for up to five years after return to work). *Employees shall be responsible for the cost of follow up testing.*

D. Amend to replace references to ~~Frank Lynam~~ with *Lincoln Heineman*

E. Amend header OTHER RELTAED DISCIPLINE as follows (to be formatted in bold):

OTHER ~~RELTAED~~ RELATED DISCIPLINE

11. HOUSEKEEPING

- A. Amend the CBA to integrate the November 9, 2017; June 9, 2020; and June 2, 2021 Memoranda of Understanding between the Parties, which are incorporated herein by reference.
- B. Amend the CBA to make terms gender neutral.
- C. Amend the CBA to update or delete grammatical and typographical errors and obsolete language.

12. COUNTERPARTS


This Memorandum of Understanding may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same instrument. The Parties agree that electronic signatures and/or signatures sent by fax and/or scanned and sent via email are acceptable as originals.

This Memorandum of Understanding is subject to ratification by the Union membership, the Board of Selectmen, and the Board of Public Works Commissioners. The signatories hereto agree to use their best efforts to obtain ratification by their respective bodies. The Union and the Town further agree that this Memorandum is subject to appropriation and approval by the Town Meeting, pursuant to M.G.L. c.150E, §7.

SIGNED by the Parties on the dates set forth below.

TOWN OF WHITMAN

**THE WHITMAN DPW UNION,
AFSCME, COUNCIL 93, LOCAL 1700**



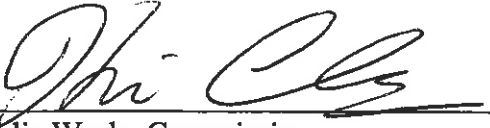
Board of Selectmen
By its Chair, Carl Kowalski
Duly Authorized



Dave DeMay, President
Duly Authorized

Date: 5/2/2022

Date: 4-21-22



Public Works Commission
By its Chair, Kevin Cleary
Duly Authorized

Date: 5/11/22