

**AGREEMENT BETWEEN TOWN OF FOXBOROUGH
AND
THE FOXBOROUGH DEPARTMENT OF PUBLIC WORKS
EMPLOYEES UNION (AFSCME) LOCAL #1702
JULY 1, 2022 TO JUNE 30, 2025
PREAMBLE**

The following contract shall be in effect from July 1, 2022 to and including June 30, 2025, except if a notation appears elsewhere in the Agreement, by and between, respectively, the Town of Foxborough, hereinafter referred to as the Town, and the employees of the Department of Public Works (including Highway, Equipment Maintenance, Tree and Park and Water/Sewer Division), represented by AFSCME Local #1702 Union, hereinafter referred to as the Union, and is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of this contract, in providing effective and high quality public service.

The duration of this contract shall extend through June 30, 2025 and shall automatically remain in full force from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to Town Meeting or mutually modify the Agreement in writing. In the event notice is given, negotiations shall begin within twenty (20) days of said notice. This Agreement shall remain in full force and be effective during the period of negotiations until signing of a new agreement or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate the Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which will in any event not be before the expiration date of June 30, 2025.

McFarlane
7/21/2022
[Signature]

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ARTICLE I: RECOGNITION

The Board of Selectmen, acting for the Town, recognizes the Union as the exclusive bargaining agent for the following classifications within the Highway, Equipment Maintenance, Tree and Park and Water/Sewer Division: Laborer-Driver, Apprentice Mechanic, Equipment Operator, Heavy Equipment Operator, Equipment Mechanic, Working Supervisor - Highway Division, Working Supervisor - Tree and Park Division, Working Supervisor – Equipment Maintenance Division, Water Technician I, Water Technician II, Water Technician III, Water Technician IV and Water Technician V and no others. Job descriptions for these positions are on file in the Town Offices, but are not to be considered part of this contract.

ARTICLE IA: AFFIRMATIVE ACTION

The Town of Foxborough is committed to provide equal employment opportunities to all candidates for employment or appointment - The appointing authority shall administer working conditions, benefits, recruiting, hiring, training, advancement, upgrading, promotion, transfer and termination of employment for all employees without regard to race, creed, religion, color, national origin, sex or age and shall base all such decisions on the individual's qualifications and ability to perform the work assigned.

ARTICLE II: NO STRIKE CLAUSE

The Union covered by the terms of this contract, on its own behalf, and behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement, it will not authorize, approve, participate or in any way encourage any strike, work stoppage or slowdown, or withhold any service, including extra hour service, from the employer the Town.

ARTICLE III: FRINGE BENEFITS

Section A: Vacations: Vacations shall be granted on completed years as follows:

Year	Vacation Days
1	15
2	15
3	15
4	15
5	15
6	16
7	17
8	18
9	19
10	20
12	21
14	22
16	23
18	24
20 or more	25

* Minimum vacation of three (3) weeks. Current employees with two (2) weeks of vacation will be increased to three weeks on July 1, 2022. This additional vacation is not retroactive. Employees hired on or after July 1, 2022 will start with three weeks vacation through year five, then follow the existing vacation chart thereafter. This change in vacation will not change or effect any employee who already is eligible for three weeks or more vacation.

An employee in the first year of employment shall not be credited with any vacation until the employee has successfully completed the 12 month probationary period, at which time the employee will be entitled to 5 vacation days. The first year employee will receive an additional 5 vacation days upon completion of a full 12 months of service. After the first year, an employee who fails to complete the full 12 months of service to qualify for a new full allotment of vacation, will receive a prorated vacation amount based on the full months completed. Unused vacation time, including time properly carried over from one year to another, shall be paid out to the employee upon the conclusion of employment with the town.

Employees are eligible to use accrued vacation time after six months, even though the probationary period lasts until twelve months. Internal promotions and internal transfers will remain at 6 months probationary period.

The years of service accumulated by an employee at the employee's anniversary date during the fiscal year shall determine the years of service for vacation according to the preceding schedule.

Vacation Carryover: Employees shall be allowed to carry over up to two (2) weeks' worth of vacation into the next fiscal year. This vacation carryover must be used within the fiscal year that it is carried forward to.

Section B: Holiday Pay

1. Each employee will be entitled to twelve paid holidays per year. The designated holidays are: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, George Washington's Birthday, Patriot's Day, Memorial Day and Juneteenth (When June 19th falls on a Saturday, the holiday will be recognized on Friday; and when June 19th falls on a Sunday, the holiday will be recognized on Monday).
2. Any employee whose services are required and works on any of the designated holidays shall receive additional compensation at the rate of two times the employee's straight time hourly earnings for each hour or portion thereof worked on the holiday or any overtime pay if applicable.
3. Whenever any of the eleven legal holidays fall on a Saturday, all employees regularly off duty on a Saturday shall be granted the previous Friday off. If the holiday falls on a Sunday, it will be celebrated on the following Monday- If any employee is required to work on a Friday or a Monday as defined in this paragraph, the employee shall be granted compensation as defined in Paragraph 2 above.
4. When a holiday falls within a vacation period it shall be granted as a holiday and the employee shall be entitled to an additional days' vacation leave.
5. Each employee shall receive the twelve designated holidays in this section, or its equivalent, if employed during the week in which any of the holiday occur.
6. When a holiday falls within a sick leave period, it shall be granted as a holiday and no charge made to the employee's sick leave credits.
7. Whenever an additional holiday is granted to other groups of employees under the supervision of the Town Manager, it shall also apply to employees covered by this contract.

Section C: Sick Leave Pay

1. After completion of the employee's twelve month probationary period, sick leave shall be granted at one and one half days per month for each full month of employment, and shall be accumulated to 420 working days. For employees hired after July 1, 2016, sick leave shall be accumulated to a maximum amount of 264 working days.
2. At the end of the twelve month probationary period, an employee shall be granted nine days for the six months service.
3. Paid sick leave shall be granted at straight time and shall begin with the first day of illness.
4. Vacation time, Personal leave and Sick leave will be taken in no less than one- hour increments. This time will be deducted from any accumulated Sick, Personal or Vacation credits.
5. After one year of service, an employee may be granted up to seven (7) days per calendar year from the employee's accrued sick leave to provide required care for a permanent member of the employee's immediate household who is ill.
6. An employee's appointive or administrative authority may require a physician's certificate covering the period of absence from work due to illness.
 - a. With advance notice and approval of the Department of Public Works Director and only if the appointment cannot be scheduled outside of work hours, accrued sick leave may be allowed to attend physician (health care professional) appointments. To the extent that the employee is allowed sick leave to attend the appointment, the employee shall return to work after the appointment is over.
7. Once during employment with the town, an employee shall be credited with 5 sick days under the following conditions: The employee has completed at least one year of employment, has been on an approved absence from work for extended illness, has exhausted all accrued sick leave of any type while on that approved extended absence and has returned to work for at least 10 consecutive days following the exhaustion of all accrued sick leave.

Section D: Sick Leave Incentive

After an employee's probationary period has expired and when an employee has completed a ten (10) week period without using any of their sick leave credits, the Town will reward the employee with an additional \$15.00 per week. The \$15.00 reward will continue on a weekly basis until the employee uses a sick leave credit. At that time the employee is no longer eligible for the reward and must complete another ten (10) week period to again become eligible for the sick leave incentive reward. These bonus payments would be made on a bi-weekly basis.

Absence from duty due to a legitimate injury on the job will not count as sick leave.

Coordination of Sick Leave & Workers Compensation

1. Any employee covered by these Personnel Policies who is incapacitated by reason of an injury sustained in the course of and arising out of employment by the Town will utilize up to 2 accrued sick days in a work week (or the prorated equivalent) to help offset the difference between their normal work week's compensation and the weekly indemnity payment under the Workers' Compensation Act, beginning with the first day of the incapacity.
2. All medical bills incurred as a result of such injury shall be subject to the compensation rates. Return to work shall be based on the written opinion of a physician.
3. In order to be covered by the above paragraphs, notification must be made in writing to the Superintendent of the department. If written notification cannot be given within 24 hours after the incident, verbal notice shall suffice until the written notice is filed. The Department of Public Works Director of the department shall make whatever investigation is necessary and shall record his



findings.

Sick Leave Bank

Employees covered by this agreement who exhaust their accrued sick time may apply for sick leave from the Sick Leave Bank. The Sick Leave Bank shall be established as follows:

1. In order to participate in the Sick Leave Bank and become a member of the Bank, each employee shall contribute on July 1 or upon completion of probationary period, and each July 1 thereafter, three (3) days from his or her sick leave accumulation to the sick bank in order to fund the bank. A day is defined as eight (8) hours. Employees who fail to contribute sick days on, or who fail to make required contributions in any subsequent fiscal year, shall thereafter cease to be members of the Bank and shall be ineligible to participate in the Sick Leave Bank. Notwithstanding the foregoing, in the event that a member of the bank has been compelled, due to documented illness or injury, to utilize all of his/her sick days in the previous fiscal year, said member may apply to the Sick Leave Bank Board for a waiver of the contribution requirement for that fiscal year, in order to maintain membership in the Bank
2. Sick days donated to the bank will not be counted as sick time usage at the time of donation, but said days will be deducted from the contributing member's sick leave balance.
3. As soon as practicable following July 1 of each year, the Administration shall transmit the list of employees making contributions and amount of the contributions to the Assistant Town Manager.
4. All unused days in the Sick Leave Bank shall carry over to the next year. In the event that the bank reaches 240 days, members shall cease contributing annual sick days to the bank until such time as the number of days in the bank falls below 240. In the fiscal year in which members' donations will cause the bank to reach or exceed 240 days, the number of days to be contributed by each member shall be reduced, if necessary, so that the bank does not exceed 240 days by any more days than necessary.
5. If the Sick Leave Bank is exhausted during a fiscal year, it shall be renewed by each member's mandatory contribution of one (1) additional sick day at that time.
6. A Sick Bank Leave Bank Board ("Board") shall be established annually consisting of three (3) members: two (2) members covered by this agreement, and one (1) Board member designated by the Town Manager. In the event that the member applying to the Sick Leave Bank is a member of the Board, an alternate shall be designated by the other employees subject to this agreement. A majority vote of the members of this Board shall be necessary to grant sick leave under this article.
7. Any member of the Sick Leave Bank seeking to utilize time from the Sick Bank must petition the Board in writing. The petition must be accompanied by written documentation from a physician confirming the member is under doctor's care, the severity of the employee's condition, and the expected length of injury/illness. This medical information shall be considered confidential and shall not be released to any party except on a need to know basis or with written authorization from the applicant.
8. Subject to the provisions in this policy, the Board shall determine eligibility and the amount of leave granted based only on adequate medical evidence, including diagnosis and prognosis of serious and/or prolonged illness or injury; and expected date of return, as well as the member's attendance and relevant employment records.
9. Upon application to the Sick Leave Bank, the Board shall hold a hearing within five (5) business days and issue its decision in writing within five (5) business days of the hearing. The applicant shall be notified of the hearing and be given the opportunity to appear before the Board at such hearing.
10. Any initial grant of sick leave by the Board shall not exceed thirty (30) days. If the need continues, re-application to the Board may be made for up to two (2) extensions, up to a maximum of thirty (30) sick days for each such extension. Notwithstanding the foregoing, the Sick Leave Board agrees

to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident.

11. The granting of sick time from said bank will not be arbitrary or capricious.

Sick Leave Buy-Back

1. Employees hired on or before June 30, 2019 who are eligible to retire from the Town of Foxborough after continuous employment shall be paid a percentage of the value of their unused sick leave, not to exceed 264 days, at the time of retirement, as follows:

10 Years	15%
15 Years	20%
20 Years	25%

2. It is to be understood that the payment of any amount under this rule will not change the employee's pension benefit.
3. Any employee whose service with the Town is involuntarily terminated, shall not be entitled to any unused sick leave compensation, nor shall there be any compensation upon retirement for leave acquired through the sick bank.

Section E: Longevity Pay

Longevity pay shall be payable annually to all full-time permanent employees whose service has been uninterrupted as follows:

Completion of:	Amount Paid
5 Years	\$350
6 Years	\$375
7 Years	\$425
8 Years	\$450
9 Years	\$500
10 Years	\$550
11 Years	\$600
12 Years	\$650
13 Years	\$700
14 Years	\$750
15 Years	\$850
16 Years	\$850
17 Years	\$850
18 Years	\$850
19 Years	\$1050
20 Years	\$1050
21 Years	\$1050
22 Years	\$1050
23 Years	\$1050
24 Years or more	\$1250

Payment shall be made during the pay period in which the employee reaches the anniversary date of their full time employment with the Town, including the employee's probationary service period. It shall be subject to a retirement deduction and, for the purposes of computation of a retirement allowance, shall be considered as salary or wages. Employees must be employed by the Town at the date of payment.

Section F: Insurance Coverage

Notwithstanding any other provision of this contract, including without limitation those related to health insurance, the Union acknowledges that the Town has the right to make changes to health insurance under the provisions of Ch. 69 in the Acts of 2011, amending M.G.L. c.32B (the Health Insurance Reform Statute), or if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.

Effective September 1, 2013 the Blue Choice POS Plan will no longer be available, and the Town reserves the right to add plans to the current menu of options.

The Town's inclusion of the health insurance items above as "proposals" in successor contract negotiations is to provide information and clarification. The Town's willingness to discuss and/or bargain about these matters is not a concession of any limitations on the Town's rights to implement, without bargaining or agreement, anything covered by these items. These items are presented with the express condition that they cannot be used to prejudice the Town's position in any pending or future matter.

Section G: Personal Leave

Four days shall be granted each fiscal year to each permanent employee after the probationary period. These shall not be accumulative nor any monetary value placed upon days not taken. These shall be granted with the approval of the department head.

Section H: Military Leave

Any employee who is a member of the National Guard, or any component of the United States Reserves, shall be paid the difference between the employee's regular pay at straight time (40 hour week) and the employee's serviceman*s pay for training or emergency duty, not to exceed seventeen days in any one year.

Any employee who is drafted or enlists in the Armed Services of the United States during any war time emergency shall be granted Military Leave. Within 60 days of the employee's release from duty the employee shall be reinstated, if the employee so desires, to the same or a comparable position. The employee shall be given the benefits of all increased rates of pay, sick leave, and vacation status as if service had been continuous and uninterrupted.

Section I: Court Leave

Any regular full-time or regular part-time employee called for jury duty shall be paid the difference between their regular pay and the compensation received by them as a juror, exclusive of travel allowances. Any employee summonsed as a witness on behalf of the Town of Foxborough shall receive full pay and shall return to the Town Treasurer any amounts given for witness fees, exclusive of travel allowance.

Section J: Call Back Pay

When an employee covered by this contract is requested to return to work after completing or before the start of the employee's normal work day, the employee shall be compensated for a minimum of four hours work.

Section K: Termination Pay

Termination pay shall be granted to any permanent employee covered by this contract upon separation of service by death or injury/illness. Said pay shall include prorated longevity and unused vacation. Payments shall be made on the same prorated basis to the beneficiary if separation is by death.

Section L: Bereavement Leave

Any regular full-time or regular part-time employee, in the case of death in an employee's immediate family member including spouse or member of immediate household, may request bereavement leave with pay of up to a maximum of three (3) working days, calculated at straight time. Immediate family shall be defined by the federal Family and Medical Leave Act {FMLA}

<https://www.dol.gov/general/topic/benefits-leave/fmla> definition of immediate family and the regulations promulgated under that Act. Use of up to an additional three (3) days of accrued time may be granted by the Town Manager upon request by the employee.

Section M: Work Clothes & Shoes

1. In accordance with OSHA regulations, the sleeveless work shirt will no longer be available or allowable in the workplace or on job sites.
2. Effective July 1, 2011, each employee will be provided with a clean pair of work pants for each day of work, i.e. an initial allotment of 11 pairs of pants. Any employee working in the classification of equipment mechanic will be provided with 3 clean jackets. In addition, each employee shall receive a summer issue of five (5) pocketed T-shirts with no limit on replacement, to be replaced upon receipt of a worn one by the employer, and two (2) pairs of purchased coveralls one insulated and one not insulated, which each employee will be obligated to clean, and which shall be replaced when a pair is no longer functional. Also two (2) sweatshirts with Town logos to each employee, either hooded or non-hooded in a safety color will also be provided. A union representative shall have an opportunity to consult with the Managers before the DPW Director makes a final decision on the design of the summer T-shirts described here, but the employees shall have the option of ordering a sleeveless shirt. Each employee shall receive one (1) three season jacket and one (1) Heavy winter jacket (Carhartt or Working Gear) every other year. If, in the discretion of the DPW Director, the condition of the jacket makes it no longer useful because of its use at work, a replacement jacket may be provided.
3. Effective July 1, 2018 the town shall reimburse each employee up to \$525 for the purchase of, or reconditioning (laces, insoles, mink oil, shoe brushes, replacement heels or soles) of work and or safety shoes and socks, upon the submittal of a purchase receipt signed by the DPW Director or, at the DPW Director's discretion, by establishing an account for employees at a boot supplier. The employee can determine where to make the purchase. The Union and the individual will hold the Town harmless for any injury occurring as a result of not wearing safety shoes. Probationary employees shall be entitled to this shoe-related allowance provided, however, that if the employee leaves the employ of the Town prior to completing the probationary period, s/he shall reimburse the Town for the costs incurred.
4. Gloves shall be supplied, suitable to the season and job, at no cost to the employee, upon the receipt of a worn pair by the employer.



5. Employees issued uniforms and reimbursed for work shoes are required to wear them during work time.
6. The Town will ensure that it has sufficient foul weather gear on hand at all times to supply all employees with original issue or replacement gear as needed and determined by the DPW Director or his designee.

Section N: Snow & Ice Control

There shall be no lost wages for time taken for meals during snow and ice control work provided such meal time is taken in accordance with department regulations.

Water/Sewer Department Employees shall be eligible for Snow and Ice Control as the need arises. This availability shall not interfere with Water Department weekend duty or emergency Water Department work.

Section O: Work Related Licenses

A 'B' CDL license is required for the following classifications:

1. Laborer-Driver
2. Mechanic Apprentice
3. Equipment Operator
4. Heavy Equipment Operator
5. Equipment Mechanic
6. Working Supervisor
7. Water Technician - I
8. Water Technician - II
9. Water Technician - III
10. Water Technician - IV
11. Water Technician - V

The Town shall reimburse employees for work related licenses for all job classifications, except the B Commercial Driver's license ('B' CDL), which the employee must obtain consistent with employment requirements. The Town shall provide vehicles to employees whom the Town requires to obtain such a license provided the Town needn't rent such a vehicle. Also, the Town will bear the cost of a Department of Transportation (DOT) physical required to maintain the 'B' CDL license. The physical shall be taken at a state-approved facility designated by the Town. All 'B' CDL licensed drivers will be subject to random alcohol/drug testing as described by the Town of Foxborough policy and which is required by the Federal Department of Transportation regulations.

Work Related Licenses (Welding Certification) – Three bargaining unit member employed in the Mechanic's Division will be supported with time, materials and tuition to become certified through the American Welding Society under the discretion of the DPW Director (or other welding credentialing, or training program as approved by the DPW Director). Once welding certified, mechanic's will be edible to receive a one thousand and fifty dollar (\$1050.00) welding stipend, payable on the first full pay period after July first of each year, and will have 12 months (until July 1, 2023) to meet the new certification standard, and must stay current, in order to receive the stipend in July 2023 and beyond, unless extended by mutual consent of the parties.

ASE – Automotive Service Excellence – Three bargaining unit member employed in the Mechanic's

Division will be supported with time, materials and funding to become certified through ASE Practice and Certification Testing, in the various ASE Disciplines, as well as pursuit of Master Technician designation, under the sole discretion of the DPW Director. There is no stipend, overtime, extra pay or cost related to the Town's support of employee participation and achievement in the SAE program (other than the cost of materials, registration, practice, certification and recertification tests. Participation in and certification through the ASE program is not required, but is supported as a voluntary professional development opportunity for Equipment Mechanics.

Up to four (4) bargaining unit member, employed in the Tree & Park Division, with a current Commonwealth of Massachusetts Pesticide Applicators License, will be eligible for the \$450.00 stipend. Additional employees in the Tree & Park Division may be supported with time, materials and tuition to become trained and licensed as non-stamped backup Pesticide Applicators, if opening become available, at the sole discretion of the DPW Director.

Employees with asbestos removal certification will be compensated \$450 per year.

All Water Department employees obtaining a Commonwealth of Massachusetts Water and/or Treatment Operators License granted and issued by the Commonwealth of Massachusetts, Board of Certification of Drinking Water Supply Facilities shall be compensated in accordance with the pay chart in Appendix A.

The Town shall reimburse employees for these work related licenses and shall bear the cost of renewal designated by the Commonwealth of Massachusetts.

The Town would provide training for driver to take the test.

Up to three (3) employees with a Class 'A' CDL may be compensated by adding One Dollar (\$1.00) per hour to the employees' hourly rate of pay as prescribed below: Employees eligible for stipends shall receive such stipend be at the discretion of the DPW Director. Any employee who is receiving a stipend shall perform the related work when required. If any employee refuses to perform a stipend- related duty, it will result in the immediate loss of the related stipend compensation.

To be paid during the first full pay period in July.

Section P: Career Incentive Pay

If an employee wishes to pursue further education, which is related to the employee's work and which will benefit the Town, the employee may do so, upon recommendation of the DPW Director or his designee, and approval by the Board of Selectmen or their Agent. All costs of such courses shall be borne by the Town.

Section Q: Posting

The Town shall post openings in Town positions in the Highway and Water Department Buildings.

Section R: Mechanic's Tools

Effective July 1, 2022, each Equipment Mechanic shall receive a tool allowance of \$720.00 before taxes, payable on the first full pay period after July 1st of each year.

Section T: Prescription Eyewear

Provided it is not caused by the employee's negligence or covered by insurance, no more than once every 12 months, the Town shall pay the cost, up to \$175, of repairing or replacing any prescription eyewear that is damaged or destroyed as a result of an employee performing work duties.

Section U: Rotating Roster

A rotating roster for the Highway/Tree & Park/Equipment Maintenance divisions shall be posted for callback and shall be available to all employees covered by this contract. One list will be created and maintained by management for scheduled and emergency overtime.

A rotating roster for the Water and Sewer Department shall be posted for callback and shall be available to all employees of the Water and Sewer Department. One list will be created and maintained by management for scheduled and emergency overtime.

An employee may give notification in writing that the employee wishes to be deleted from the overtime schedule for any period.

An employee may be reinstated to the roster by giving notice in writing and the employee shall resume their place on the roster.

The roster shall be kept current and shall be posted on an Employee Bulletin Board. All employees shall have available to them their standing on the roster.

The DPW Director or his designee shall select the first employee for call back from the rotating roster in the job classification for the type of service required. The second and any subsequent employee selected shall be the next in the rotation. After canvassing the roster in the proper job classification and no employee has been selected for the particular assignment, the DPW Director may select from another classification to cover the specific emergency.

A minimum of Two (2) employees shall be called back. Additional staff shall be called back if the Director or the Director's designee determines that employee safety requires it.

It is the obligation of the employee wishing to be considered for overtime on the roster to provide the management with a telephone number at which the employee can be reached in case of need.

Schedules Overtime: Subject to the other provisions of this section, the DPW Director or his designee shall implement a procedure to provide relatively equal opportunities for qualified employees to work scheduled overtime, work for other Town Departments and paid details. The Department will keep records of how this work is distributed. The records shall be available upon request to a representative of the Union.

1. Work for other Town Departments outside of regular work hours: Employees may perform work for other Town Departments outside of regular work hours, including without limitation the School and Recreation Departments, but this shall not make it bargaining unit work. If the other Town Department offers it to employees of the Foxborough Department of Public Works, then it must be distributed in accordance with the overtime provisions of this contract. However, the Town Department offering the work is always free to have the work done by

someone other than the employees of the DPW.

Notwithstanding the other provisions of this section, management will have the right to mandate overtime in emergency situations after reasonable attempts to contact employees to get them to report voluntarily. The mandate shall be implemented in the order of inverse seniority within the classification needed.

Notwithstanding the other provisions of this section, management will continue to make the determination as to whether a supervisor(s) from outside of the bargaining unit shall be assigned to a call back job in addition to any member(s) of the bargaining unit. In addition, management may assign a supervisor to address an emergency situation where a member of the bargaining unit is not immediately available.

Section V: Family & Medical Leave

1. Purpose. The Family and Medical Leave Act ("FMLA") of 1993 allows eligible employees twelve (12) weeks of unpaid leave ("FMLA Leave") per year in accordance with under the federal Family and Medical Leave Act (FMLA) <https://www.dol.gov/general/topic/benefits-leave/fmla>, the Massachusetts Parental Leave Act (MPLA) <http://www.mass.gov/mcad/resources/employers-businesses/emp-guidelines-maternity-1-gen.html>. Employees may take leave for the following reasons:

Birth of the employee's child or placement of a child with the employee through adoption or foster care. The employee is needed to care for a child, spouse, or parent who has a serious health condition; or, The employee is unable to perform the functions of his or her position because of a serious health condition.

"Serious health condition" is defined by law and refers to in-patient care, and in some instances out-patient care, by a medical provider.

2. Use Paid Leave First. At the Town's option, employees may be required to use certain types of accrued or available paid leave first, as part of the twelve weeks of FMLA leave, before commencing the unpaid portion of the leave. Employees who take leave because of the birth, or placement of a child or to care for an ill spouse, parent or child must first use all accrued vacation and personal time, in that order. Employees who take leave because of their own serious illness must use all accrued sick, personal and vacation time, in that order.
3. Eligibility. To be eligible for leave under this policy an employee must have been employed by the Town for at least twelve months, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.
4. Conditions.
 - a. Twelve Weeks. Employees may take no more than twelve weeks of leave in a twelve month period. The twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child or care of a sick parent.
 - b. Notice. Employees wishing to take FMLA leave must give 30 days' notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances. Employees must schedule planned medical treatments with due regard for the Town's operational needs.

5. Certification. Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require additional medical opinions and periodic re-certification at its own expense.
6. Intermittent or Reduced Schedule Leave. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the Town may require the employee to transfer temporarily to a position, with equivalent compensation, which better accommodates recurring periods of absence or a part-time schedule.
7. Benefits
 - a. Health Coverage. Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

Other Benefits. Benefits based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence. Employees do not accrue sick, vacation or personal time while on leave.

8. Sick Leave, Workers Compensation Leave or Other Absences. Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide to the Town the information and certifications required by this policy. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy,
9. Return to Work. Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact the Human Resources Department and their supervisors at least two weeks before their return date to make arrangements. Employees may be required to provide a medical opinion from a physician certifying their fitness for duty. The Town reserves the right to send an employee to the Town physician(s) for additional medical opinions regarding the employee's fitness to return to work.
10. Procedural Requirements. Employees requesting FMLA Leave must submit the request in writing to their Department Head, who shall forward the request to the Town Manager. Requests should be made 30 days in advance of the commencement of the leave, but in any event, as soon as practicable. Within fifteen days from the request, the employee must submit a completed Certification from the employee's physician.

Section W: Working out of Classification

Whenever an employee covered by this Agreement is required to assume responsibilities or perform duties normally assumed or performed by an employee of a higher grade or classification, within the unit, for more than three (3) days in any given week, said employee shall be paid at the appropriate step in the higher classification at a rate that is equivalent to at least 5% of the employees current rate.

If an employee has to perform the duties of a management person which exceeds two (2) consecutive weeks, the employee filling in the position shall be compensated at a rate negotiated with the Town Manager that is related to the hourly rate of the management person. Such rate shall be paid, retroactive to the first day of the duty and continue the rate until the vacant position is filled or the management person returns to duty.

Section X: Time off Request Procedure

Use of Vacation, Personal, and Comp Time should be requested as far in advance as possible. Employees shall receive verbal approval from their supervisor before entering request into Employee Self Service (ESS).

Supervisors have the authority to approve or disapprove the use of Vacation, Personal and Comp Time. However, time should be granted unless approval would adversely affect the operations of the department.

Employees using Sick Time shall call in prior to start of shift. A call shall be made to their supervisor. If Sick Time is being used for a scheduled appointment, notice shall be given as far in advance as possible. Sick Time shall be entered into ESS upon returning to work.

Employees looking to accrue Comp Time instead of Overtime shall do so prior to 8 00 am on the Monday of a payroll week.

Once approval is received by supervisor, time off request must be entered into ESS. Water Department electronic requests are approved by Water Superintendent: Highway, Tree & Park, and Equipment Maintenance electronic requests are approved by DPW Director.

Employees looking to accrue Comp Time instead of Overtime shall do so prior to 8:00am on the Friday ending the payroll period. If the time is the last Friday or Saturday of the payroll period, notification must be given by 7:30am on Monday.

Section Y: Cell Phones for Working Supervisors

Three working supervisors shall be entitled to the standard cell phone stipend (\$40 per month) payable quarterly.

Section Z: Unit Members may use Town email addresses for official Union business.

ARTICLE IV: COMPENSATION

See Appendix A Pay Plan.

Cost of Living Adjustment (COLA) in wages of 1/5% effective July 1, 2022, 2% on July 1, 2023 and 2% on July 1, 2024. These modifications will also be reflected in the pay plan.

A new fifteen (15) year step increase of 2% for members who are at the top step of their pay grade and have fifteen years full-time career service with the Foxborough Department of Public Works.

A new pay grade of Water Technician VI will be added to the pay chart, and be eligible for employees holding current D3 and T3 licenses, contingent upon if or when the Commonwealth of Massachusetts



upgrades the Town of Foxborough's water system to Class III. Grade VI will be two (2%) higher than Grade V.

Water Technician I -temporary status due to no treatment of Distribution license at time of hire: Must obtain and maintain T1 or DI Operator License within 18 (eighteen) months of hiring date as a condition of continued employment and move up to Water Technician II.

Water Technician II - Water Technician II who has obtained and maintained T1 or DI license.

Water Technician III - Water Technician who has obtained and maintained T1 and D2 license. Water

Technician IV - Water Technician who has obtained and maintained T1 and D3 license. Water

Technician V – Water Technician who has obtained and maintained T2 and D3 license.

Water Technician career progression licensure requirements:

- A. WT II: D1 or T1
- B. WT III: D2 & T1 or D1 & T2
- C. WT IV: D3 & T1 or D2 & T2 or D1 & T3
- D. WT V: D3 & T2 or D2 & T3
- E. WT VI: D3 & T3, and contingent upon if or when the Commonwealth of Massachusetts upgrades the Town of Foxborough's water system to Class III.

Subject to the Town's determination of the number of backhoe licenses needed in the Water Division, the stipend for a backhoe license in the Water Division shall be \$20 per week. Those Water Division employees currently receiving compensation for backhoe licenses will be eligible for the stipend as long as they maintain the license.

Subject to the Town's determination of the number of backflow licenses needed in the Water Division, the stipend for a backflow license in the water division shall be \$20 per week- Those Water Division employees currently receiving compensation for backflow licenses will be eligible for the stipend as long as they maintain the license.

Employees hired on or after July 1, 2022 will no longer receive a stipend for a backhoe license. Employees currently eligible for and receiving a backhoe stipend, will continue to be eligible for the stipend as long as they remain current in the license and active as a backhoe operator.

When an employee is reclassified, the employee will move to the step value closest to their current step value, within the new classification, without going below their current value.

Section A: Advancement in Salary Plan

Performance Evaluations will be conducted between May 15 and June 15 on an annual basis. An employee who achieves at least a satisfactory performance evaluation for the prior full year of service, as determined by the Director, will advance one (1) step on the salary schedule. Newly hired or promoted employees will be eligible for July step increase if hired or promoted between July 1-January 31 of the previous year. Employees promoted or hired between Feb 1 - June 30 will need to wait until the next full year cycle to be eligible for July 1 step increase. Employees who have reached the maximum step will still receive an annual evaluation.

Section B: Change in Classification

An opportunity to change into a different job classification will be available when the Town decides to

fill a position. The vacancy will be posted for at least 14 calendar days. Town will make the final decision as to who fills the position.

Section C: Pay Policy

The payroll shall consist of fourteen (14) days commencing at 00:00 hours Sunday morning. Employees will be paid on a bi-weekly basis. The Town is authorized to pay all employees by direct deposit.

The normal work schedule is defined as five (5) eight (8) hour days from 6:30 a.m. to 3:00 p.m., Monday through Friday, and shall be compensated at straight time hourly rate.

For those positions eligible for the summer schedule, the regular work schedule from April 1 to November 1 shall be 6:30 a.m. - 4:00 p.m. Monday through Thursday and 6:30 a.m. - 10:30 a.m. Friday. Only hours after 4:00 p.m. Monday through Thursday and after 10:30 a.m. Friday will count for the purposes of overtime pay. With the approval of the DPW Director, an employee who would otherwise be placed on the summer schedule may work a 6:30 a.m. - 3:00 p.m. schedule Monday through Friday.

Overtime, at 1-1/2 times the straight time hourly rate, shall be paid for hours worked in excess of the employees regularly scheduled eight hours in any work day or forty hours in any work week, whichever is greater without duplication. In lieu of overtime pay, an employee can choose to receive compensatory time (1.5 times the overtime hours worked) up to a maximum of 100 compensatory hours per fiscal year. With advance permission of the DPW Director or his designee, an employee can exceed the maximum. With advance notice to and permission of the DPW Director or his designee, which shall not be unreasonably withheld, an employee can use accrued compensatory time but all compensatory time must be used in the fiscal year that it is accrued. Compensatory time shall not be available in lieu of overtime pay when the Town is eligible to receive a reimbursement for the overtime expense. Effective July 1, 2014, no compensatory time will be available for a holiday that occurs on an employee's weekend duty.

In the event that continuous hours worked is in excess of sixteen (16) hours, the employee shall be compensated at two (2) times the straight time hourly rate for hours worked in excess of 16 hours. An authorized unpaid break from work of up to 3 hours will not mean a break in the calculation of continuous hours, but the break period will not count as hours worked.

Employees on a normal work schedule shall be compensated at two (2) times the straight time hourly rate worked on Sundays and Holidays.

A 48 hour notice shall be required for planned overtime unless the Town and Union employee(s) agree. The current practice of paying 1.5 times the employee's regular rate for the Gillette Stadium water detail, as agreed between the Town and the Stadium, shall remain in effect.

Notwithstanding any overtime provisions of the parties' collective bargaining agreement to the contrary, the DPW Director, or his designee, has the discretion to assign hold-over overtime to a non-bargaining unit DPW employee to complete a project in which that specific work crew is assigned. However, prior to assigning such overtime to a DPW non-bargaining unit employee, the DPW Director, or his designee, must first offer the hold-over overtime to all DPW bargaining unit members in the specific detail. If all bargaining unit members in the specific detail decline the overtime, the DPW Director, or his designee may then assign the work to the non-bargaining unit member of that specific detail.

Notwithstanding any overtime provisions of the parties' collective bargaining agreement to the contrary, the DPW Director, or his designee, has the discretion to offer any DPW non-bargaining unit employee overtime that is required to respond to an emergency callback or to perform any scheduled overtime opportunities provided that all DPW bargaining unit members have been offered and declined the overtime opportunity first.

Section D: Weekend Duty

1. Duties: Basic check in morning to change charts at Stations, record precipitation and weather reports, fill chemical feeders, maintain pumping and be available for other calls as required from 4:00 p.m. Friday to 7:00 a.m. Monday morning.

Weekend Duty: Water Department

The on-call pay will be 17 (seventeen) hours straight time per weekend. The remainder of the duties performed above as part of weekend duty shall be compensated at time and one half for all hours actually worked on Saturday and double time for all hours worked on Sunday. Absent extraordinary circumstances, it is anticipated that the amount of work necessary to perform the usual station checks shall be between four (4) and five (5) hours per weekend.

2. Additional Calls: Any call back, other than station checks to maintain pumping shall be paid at a minimum of four (4) hours as follows:
 - a. Saturday Call Back – Hours worked will be paid at time and one half (1.5) employees regular hourly straight time.
 - b. Sunday Call Back – Hours worked will be paid at double time (2.0) employees regular hourly straight time.

After completion of an overnight emergency operation that continues into the regular workday, any employee who assisted in that operation shall be given an assignment, for a minimum period of two (2) hours that does not involve the operation of motor equipment.

3. Holiday Weekends: Basic check in morning to change charts at Stations, fill chemical feeders, maintain pumping and be available for other calls as required from 6:30 a.m. on the Holiday to 6:30 a.m. the next day.

The pay for being available for other calls (on-call pay) shall be eight (8) hours straight time pay per holiday. Duties performed as listed above and beyond those listed above shall be compensated at the applicable overtime rate.

Weekend Duty: Highway Department

Starting November 15th through April 1st, no less than three (3) employees shall be available for weekend duty for snow and ice control. The weekend duty shall be from 3:00pm Friday through 6:30am Monday. The compensation for weekend duty shall be \$400 paid in the following manner:

3:00pm Friday through Midnight Saturday: \$200
12:01am Sunday through 6:30am Monday: \$200

If it is a holiday weekend, then an additional \$200 shall be paid for the holiday.

A rotating roster of qualified employees shall be maintained by the DPW Director or his designee.

The Union and the Town agree that the weekend duty is imperative for proper coverage and protection of the community during emergency conditions and employees on the roster must be available for call backs, unless a personal emergency occurs. Employees that will not be available for their weekend duty may request to be removed from the roster in advance of the weekend subject to approval by the DPW Director or his designee.

ARTICLE V: SENIORITY

Seniority shall be based upon continuous and uninterrupted service in the Department. Seniority shall apply to all fringe benefits if applicable.

Reduction in Force

In the event that, for reasons of economy, it becomes necessary for the Town of Foxborough to reduce the number of employees under the Foxborough Department of Public Works Union Contract, the Town of Foxborough, in determining which of its employees are to be terminated, will take into consideration the qualifications of such employees, the quality of their past performance and their seniority as employees of the Town of Foxborough. Where, in the opinion of the appointing authority, the qualifications and quality of performance of employees are substantially equal, employees will be terminated in the order of reverse seniority as employees of the Department.

In the event a reduction in force is not in inverse order of seniority, a terminated employee shall be supplied with written documentation for the reasons of their termination.

ARTICLE VI: DISCIPLINARY ACTION

No permanent employee covered by this contract shall be discharged, lowered in rank, or suspended, except for just cause. An employee may have the right to have a representative present in the employee's behalf at any hearing where the employee's job is in jeopardy.

ARTICLE VII: GRIEVANCE AND ARBITRATION PROCEDURE

- F. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.
- G. Nothing herein contained will be construed as limiting the right of any employee to discuss a matter informally with an appropriate administrator, and having it adjusted without the intervention of the Union and the Town provided the adjustment is not inconsistent with the terms of this agreement and a representative of the Union and the Town are afforded the opportunity to be present and participate in the discussion. During the informal proceeding, the limit for filing a grievance at level one may be extended by mutual agreement of the Union's designee and the employee's supervisor or designee provided that said agreement is set forth in writing. If the matter is resolved it will not establish a practice or precedent on either the Union or the Town.
- H. Members of the bargaining unit shall have the right to file grievances. Grievances are defined as problems arising out of the Town's application of the express provisions of this Agreement as they might affect an employee, or a group of employees with the same problem who are covered by this Agreement. Grievances shall be filed within 7 (seven) working days from the occurrence



or when the union/aggrieved employee should reasonably have had first knowledge of such occurrence. All grievances shall specify:

1. the particular contract article and section alleged to have been violated;
2. a statement of the facts/alleged facts supporting the grievance;
3. the date (on or about) each act or omission violating the Agreement is alleged to have occurred; and,
4. the remedy sought for each alleged contract violation.

D. Grievances shall be processed as follows:

Step 1. The grievance shall be submitted to the Department Head or designee, with a copy to the Assistant Town Manager. Within seven (7) working days of the filing, the Department Head will meet with the Grievant and/or representatives of the Union to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Department Head with any information in support of the grievance. The Department Head shall respond to the grievance in writing within seven (7) working days of the meeting.

Step 2. If at the expiration of the seven (7) working days following the conclusion of the Step 1 meeting, the Department Head has failed to respond and/or the disposition of the grievance is not satisfactory to the employee and/or the Union, the Union may file the grievance with the Assistant Town Manager. Within seven (7) working days of the filing, the Assistant Town Manager will meet with the Grievant/Union representatives to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Assistant Town Manager with any information in support of the grievance. The Assistant Town Manager shall respond to the grievance in writing within seven (7) working days of the meeting.

Step 3. If at the expiration of the seven (7) working days following the conclusion of the step 2 meeting, the Assistant Town Manager has failed to respond and/or the disposition of the grievance is not satisfactory to the employee and/or the union the union may, within seven (7) working days, file the grievance with the Town Manager. Within seven (7) working days of the filing, the Town Manager will meet with Grievant/Union representatives to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Town Manager with any information in support of the grievance. The Town Manager shall respond to the grievance in writing within seven (7) working days of the meeting.

Arbitration. If at the expiration of the (7) working days following the conclusion of the Step 3 meeting, the Town Manager has failed to respond and/or the Town Manager's disposition of the grievance is not satisfactory to the Union, the Union or the Town may, within 30 days, present the grievance to the American Arbitration Association or the Labor Relations Council.

Any resolution of the grievance at any step will be subject to the approval of the Town Manager. The Arbitrator(s) shall have jurisdiction only over the disposition of the grievance(s) as it arises out of the express terms of this agreement. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The decision of the Arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to

such statutes. The award shall be final and binding on the Town, the Union and the Grievant.

The Arbitrator's decision shall be final and binding, but may be reviewed under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as set forth in the grievance, shall limit the subject matter to be heard by the Arbitrator, unless the parties agree in writing to modify the scope of the hearing.

- A. The Town and the Union shall share the expense of such arbitration service equally, except that each party shall assume the cost of its own presentation before the Arbitrator.
- B. A grievance will be considered waived if the employee and/or Union does not pursue it in accordance with the provisions of this Article, including the timelines. The time specified herein for various steps may be extended by mutual agreement.

Any incident that occurred or failed to occur prior the effective date of this agreement, shall not be subject of any grievance hereunder.

ARTICLE VIII: LIGHT DUTY

A member of the bargaining unit who is on workers' compensation leave pursuant to Chapter 152 of the Massachusetts General Laws or an employee who has suffered a non-work related illness or injury may be recalled to modified duty if a physician designated by the Town determines that the member is able to perform certain duties outlined by the Town, provided that there is no disagreement with that determination by the member's treating physician. If there is disagreement, written notice from the member's treating physician must be delivered to the Assistant Town Manager within 7 days of the recall to modified duty. When there is disagreement, a third physician mutually agreeable to the parties, who shall be a specialist in the field of medicine relating to the member's disability, will examine the member to determine if the member is capable of performing the duties outlined in the description of the modified duty. This opinion shall be binding on all parties. The Town shall pay for the examination by the third mutually agreed physician.

The modified duty tasks to which a bargaining unit member may be assigned shall be consistent with the duties approved by the Town's physician, the member's physician, or the third mutually agreed physician.

Any employee who is working light or modified duty shall not be eligible for overtime until that employee has resumed full duties with no restrictions, provided, however, that nothing in this section shall be construed to conflict with the Americans with Disabilities Act ("ADA"), such that an employee entitled to a reasonable accommodation under the ADA shall be eligible for overtime.

ARTICLE IX: JOB SAFETY

Section A: Labor Relations and Safety Committee

A Labor Relations and Safety Committee shall be established to review contract intent and interpretation as the need arises, and pursue the safety of the employees in work performance and equipment operation.

The committee shall consist of members of the Personnel Board, DPW Director, the Town Manager or

his designee, and three members of the Union.

The committee shall meet bi-monthly and within five days of written notification from either the Town Manager or his designee or President of the Union. The notification shall include the purpose of the meeting and specifics of the topics for consideration. Meetings may also be canceled by mutual agreement.

Understandings and recommendations reached as a result of the meeting shall be issued to committee members and the Town Manager or his designee as a record of the contract and safety interpretations.

Section B: Job Oriented Instruction

Whenever possible, an employee shall have an opportunity to better themselves with respect to job oriented instruction. Both the Town and employees shall cooperate to accomplish this objective to the benefit of both parties.

Section C: Check-Off

Any employee who receives all of the benefits from this contract shall have an administrative fee equal to the amount paid for Union dues deducted from their wages by the Town Treasurer.

In the event the employee no longer receives all the benefits of this contract the administrative fee will be waived.

Those wishing to join the Union may do so upon written notification signed by both the employee and the Treasurer of the Union. This notification will be forwarded to the Town Treasurer and deducted from the employee's wages.

Those employees wishing to cease their Union affiliation may do so upon written notification signed by the employee and the Treasurer of the Union. Upon ceasing their Union affiliation the employee will be subject to the administrative fee.

Deductions for the administrative fee and the Union dues shall be deducted each pay period.

The Town shall not be responsible for any action taken by the employee with regard to the above portion.

Section D: Safety Orientation

Whenever an employee is designated to operate equipment which is foreign to the employee's experience and knowledge, the employee shall receive a safety orientation for proper operation of the equipment. The instructor may be a member of the department or any qualified individual who is capable of properly instructing the employee.

Section E: Highway Safety

During repair, construction, or operation of some highway equipment on a traveled highway in the Town, sufficient safety provisions shall be provided for protection of the employees. Such safety provisions may be personnel or devices erected or maintained during work detail.

Section F: Heat Clause

When the union brings to the attention of a supervisor that a work assignment may be unsafe for employees due to the extreme heat index of 105 degrees the supervisor shall consult with the DPW Director who shall

make the final determination as to whether the assignment should be changed. This shall not preclude a union representative from addressing the situation directly with the appropriate DPW Director/ Supervisor.

Section G: Asbestos Pipe Removal Training

Up to ten (10) Water Technicians in the Water Division, selected by the DPW Director, will be eligible to receive the stipend of \$450 upon completion of the 8-hour OSHA asbestos training course, and once they are Mass DEP licensed workers. The Town will support and pay for training and licensure of the ten (10) Technicians.

Section H: Flagmen

The parties agree that if and when the town decides to assign members of the bargaining unit to be flagmen, it will offer the union an opportunity to bargain about it.

Section I: Rest Period

After completion of an overnight emergency operation that continues into the regular workday, any employee who assisted in that operation shall be given an assignment, for a minimum period of two hours that does not involve the operation of motor equipment.

ARTICLE X: MANGEMENT RIGHTS

The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement. It shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- A. To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town. Employees will not be required to operate unsafe equipment.
- B. To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote, or demote employees; or to lay off, terminate, or otherwise relieve employees from duty for lack of work or just cause when it shall be in the best interest of the Town or Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To insure that related duties connected with department operations, whether enumerated in job titles or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the Bargaining Unit shall be continued to be so performed unless in the sole judgement of the Town, it can be done more economically or expeditiously otherwise.
- I. To make available to employees access to dental insurance benefits under conditions determined by the Town and at no cost to the Town and to discontinue doing so at any time. This shall include without limitation making payroll deductions from any subscribing employee. This shall not affect a

unit member's ability to access dental insurance benefits through the union.

The above rights, responsibilities, and prerogatives are inherent in the Town Board of Selectmen and by virtue of statutory and charter provisions are not subject to review or determination on any grievance or arbitration proceedings; except where such rights, powers, and authority are specifically relinquished, abridged, or limited by provisions of this Agreement as previously stipulated in the first section of this Article.

ARTICLE XI: CONTRACT AVAILABILITY

Copies of this contract shall be available to all employees of the Union. A copy also shall be kept by the DPW Director and be available to all employees should the need arise.

This Agreement is subject to and conditioned upon the favorable vote of the Town Meeting to appropriate sufficient funds for the implementation of this contract

Handwritten signatures in blue ink, consisting of two distinct marks, one above the other.

ARTICLE XII: DURATION

This Agreement shall be in effect from July 1, 2022 through June 30, 2025, and it shall continue from year to year thereafter unless either party gives notice that it wants to terminate or renegotiate the Agreement sixty calendar days prior to June 30, 2025.

This shall not preclude either party from their right to require mid-term bargaining under M.G.L. c. 150E.

This Agreement shall extend for a one-year term, July 1, 2022 through June 30, 2025. Notwithstanding the foregoing, this Agreement shall remain in full force and effect until a successor agreement has become effective.

Signed and sealed this 16TH day of AUGUST 2022

FOXBOROUGH DEPARTMENT OF PUBLIC WORKS EMPLOYEES UNION

[Handwritten signature]

Shirley A. Evans

TOWN OF FOXBOROUGH

[Handwritten signature]

Dennis D. Keefe

[Handwritten initials]
MP

APPENDIX A: Pay Plan FY22 through FY25 (steps 1 through 6)

The following wage rates shall be paid to employees covered by this contract for a five day 40 hour week.

Job Code	Classification	Dates	FY	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
T715	Laborer-Driver	7/1/22 – 6/30/23	FY23	Hourly	\$20.67	\$21.31	\$21.96	\$22.64	\$23.35	\$24.07
	Apprentice Mechanic	7/1/23 – 6/30/24	FY24		\$21.08	\$21.73	\$22.40	\$23.09	\$23.82	\$24.56
		7/1/24 – 6/30/25	FY25		\$21.51	\$22.17	\$22.85	\$23.56	\$24.30	\$25.05
T710	Heavy Equipment Operator	7/1/22 – 6/30/23	FY23	Hourly	\$23.93	\$24.67	\$25.42	\$26.11	\$27.01	\$27.87
		7/1/23 – 6/30/24	FY24		\$24.41	\$25.16	\$25.93	\$26.63	\$27.55	\$28.42
		7/1/24 – 6/30/25	FY25		\$24.90	\$25.66	\$26.45	\$27.16	\$28.11	\$28.99
T700	Equipment Mechanic	7/1/22 – 6/30/23	FY23	Hourly	\$25.84	\$26.64	\$27.47	\$28.32	\$29.20	\$30.09
		7/1/23 – 6/30/24	FY24		\$26.36	\$27.18	\$28.02	\$28.88	\$29.78	\$30.70
		7/1/24 – 6/30/25	FY25		\$26.88	\$27.72	\$28.58	\$29.46	\$30.38	\$31.31
T740	Working Supervisor	7/1/22 – 6/30/23	FY23	Hourly	\$28.08	\$28.96	\$29.85	\$30.77	\$31.73	\$32.71
T750		7/1/23 – 6/30/24	FY24		\$28.64	\$29.54	\$30.44	\$31.39	\$32.37	\$33.37
		7/1/24 – 6/30/25	FY25		\$29.22	\$30.13	\$31.05	\$32.02	\$33.01	\$34.03
(vacant)	Water Technician I	7/1/22 – 6/30/23	FY23	Hourly	\$22.35	\$23.03	\$23.74	\$24.48	\$25.24	\$26.01
		7/1/23 – 6/30/24	FY24		\$22.80	\$23.49	\$24.21	\$24.97	\$25.74	\$26.53
		7/1/24 – 6/30/25	FY25		\$23.25	\$23.96	\$24.70	\$25.47	\$26.26	\$27.06
T725	Water Technician II (D1 or T1)	7/1/22 – 6/30/23	FY23	Hourly	\$22.71	\$23.41	\$24.13	\$24.87	\$25.65	\$26.43
		7/1/23 – 6/30/24	FY24		\$23.16	\$23.87	\$24.61	\$25.37	\$26.16	\$26.96
		7/1/24 – 6/30/25	FY25		\$23.62	\$24.35	\$25.10	\$25.88	\$26.68	\$27.50
T730	Water Technician III (D2 & T1, or D1 & T2)	7/1/22 – 6/30/23	FY23	Hourly	\$24.57	\$25.33	\$26.13	\$26.93	\$27.77	\$28.62
		7/1/23 – 6/30/24	FY24		\$25.07	\$25.84	\$26.65	\$27.47	\$28.32	\$29.19
		7/1/24 – 6/30/25	FY25		\$25.57	\$26.36	\$27.19	\$28.02	\$28.89	\$29.78
T735	Water Technician IV (D3 & T1, or D2 & T2 or DI & T3)	7/1/22 – 6/30/23	FY23	Hourly	\$24.98	\$25.75	\$26.54	\$27.38	\$28.21	\$29.09
		7/1/23 – 6/30/24	FY24		\$25.48	\$26.27	\$27.07	\$27.93	\$28.77	\$29.68
		7/1/24 – 6/30/25	FY25		\$25.99	\$26.79	\$27.61	\$28.49	\$29.35	\$30.27
T736	Water Technician V (D3 & T2 or D2 & T3)	7/1/22 – 6/30/23	FY23	Hourly	\$26.63	\$27.46	\$28.32	\$29.17	\$30.09	\$31.01

	7/1/23 – 6/30/24	FY24		\$27.16	\$28.01	\$28.88	\$29.75	\$30.70	\$31.63
	7/1/24 – 6/30/25	FY25		\$27.70	\$28.57	\$29.46	\$30.35	\$31.31	\$32.26

Water Technician career progression licensure requirements:

- A. WT II: D1 or T1
- B. WT III: D2 & T1 or D1 & T2
- C. WT IV: D3 & T1 or D2 & T2 or D1 & T3
- D. WT V: D3 & T2 or D2 & T3
- E. WT VI: D3 & T3, and contingent upon if or when the Commonwealth of Massachusetts upgrades the Town of Foxborough's water system to Class III.

APPENDIX A: Pay Plan FY22 through FY25 continued (steps 7, 8, 9, 10 & 15 Year)

Job Code	Classification	Dates	FY	Rate	Step 7	Step 8	Step 9	Step 10	15 Year
T715	Laborer-Driver	7/1/22 – 6/30/23	FY23	Hourly	\$24.81	\$25.59	\$26.10	\$26.62	\$27.15
	Apprentice Mechanic	7/1/23 – 6/30/24	FY24		\$25.30	\$26.10	\$26.62	\$27.15	\$27.69
		7/1/24 – 6/30/25	FY25		\$25.81	\$26.63	\$27.15	\$27.69	\$28.24
T710	Heavy Equipment Operator	7/1/22 – 6/30/23	FY23	Hourly	\$28.72	\$29.61	\$30.20	\$30.81	\$31.42
		7/1/23 – 6/30/24	FY24		\$29.29	\$30.20	\$30.81	\$31.42	\$32.05
		7/1/24 – 6/30/25	FY25		\$29.88	\$30.81	\$31.42	\$32.05	\$32.69
T700	Equipment Mechanic	7/1/22 – 6/30/23	FY23	Hourly	\$31.03	\$31.98	\$32.63	\$33.27	\$33.94
		7/1/23 – 6/30/24	FY24		\$31.65	\$32.62	\$33.29	\$33.94	\$34.62
		7/1/24 – 6/30/25	FY25		\$32.28	\$33.27	\$33.95	\$34.62	\$35.31
T740	Working Supervisor	7/1/22 – 6/30/23	FY23	Hourly	\$33.71	\$34.76	\$35.46	\$36.17	\$36.89
T750		7/1/23 – 6/30/24	FY24		\$34.39	\$35.45	\$36.17	\$36.89	\$37.63
		7/1/24 – 6/30/25	FY25		\$35.08	\$36.16	\$36.89	\$37.63	\$38.38
(vacant)	Water Technician I	7/1/22 – 6/30/23	FY23	Hourly	\$26.82	\$27.64	\$28.20	\$28.76	\$29.33
		7/1/23 – 6/30/24	FY24		\$27.36	\$28.19	\$28.76	\$29.33	\$29.92
		7/1/24 – 6/30/25	FY25		\$27.90	\$28.76	\$29.34	\$29.92	\$30.52
T725	Water Technician II (D1 or T1)	7/1/22 – 6/30/23	FY23	Hourly	\$27.26	\$28.09	\$28.65	\$29.22	\$29.81
		7/1/23 – 6/30/24	FY24		\$27.81	\$28.65	\$29.22	\$29.81	\$30.40
		7/1/24 – 6/30/25	FY25		\$28.36	\$29.23	\$29.81	\$30.40	\$31.01
T730	Water Technician III (D2 & T1, or D1 & T2)	7/1/22 – 6/30/23	FY23	Hourly	\$29.51	\$30.41	\$31.02	\$31.65	\$32.28
		7/1/23 – 6/30/24	FY24		\$30.10	\$31.02	\$31.64	\$32.28	\$32.92
		7/1/24 – 6/30/25	FY25		\$30.71	\$31.64	\$32.27	\$32.92	\$33.58
T735	Water Technician IV (D3 & T1, or D2 & T2 or DI & T3)	7/1/22 – 6/30/23	FY23	Hourly	\$30.00	\$30.91	\$31.53	\$32.17	\$32.82
		7/1/23 – 6/30/24	FY24		\$30.60	\$31.53	\$32.16	\$32.82	\$33.47
		7/1/24 – 6/30/25	FY25		\$31.21	\$32.16	\$32.80	\$33.47	\$34.14

T736	Water Technician V (D3 & T2 <u>or</u> D2 & T3)	7/1/22 – 6/30/23	FY23	Hourly	\$31.97	\$32.96	\$33.62	\$34.28	\$34.97
		7/1/23 – 6/30/24	FY24		\$32.61	\$33.62	\$34.29	\$34.97	\$35.67
		7/1/24 – 6/30/25	FY25		\$33.26	\$34.29	\$34.98	\$35.67	\$36.38

The following wage rates shall be paid to employees covered by this contract for a five day 40 hour week.

Water Technician career progression licensure requirements:

- A. WT II: D1 or T1
- B. WT III: D2 & T1 or D1 & T2
- C. WT IV: D3 & T1 or D2 & T2 or D1 & T3
- D. WT V: D3 & T2 or D2 & T3
- E. WT VI: D3 & T3, and contingent upon if or when the Commonwealth of Massachusetts upgrades the Town of Foxborough's water system to Class III.

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 #2/21/2022