

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF SEEKONK, MASSACHUSETTS**

**AND**

**THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME) COUNCIL 93**

**LOCAL 1701**

**PUBLIC WORKS**

**JULY 1, 2008 THROUGH JUNE 30, 2011**

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## **ADMINISTRATION**

### **ARTICLE I, SECTION 1 RECOGNITION**

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

### **ARTICLE I, SECTION 2 - DURATION OF AGREEMENT**

This Agreement shall be for a term of 36 months, commencing on July 1, 2008 and shall continue in effect to June 30, 2011, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by April 15, prior to the expiration of the agreement year involved, either party shall give the other party written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination.

### **ARTICLE I, SECTION 3 - SEVERABILITY**

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

### **ARTICLE I, SECTION 4 - DEADLINE TO SUBMIT PROPOSALS**

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

### **ARTICLE 1, SECTION 5 - DISCRIMINATION AND COERCION**

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

### **ARTICLE I, SECTION 6 - UNION DUES**

Union dues shall be deducted by the Town Treasurer weekly and sent to the Treasurer of Local Union #1701.

### **ARTICLE I, SECTION 7 - AGENCY SERVICE FEE**

The employer agrees to notify the Union whenever deductions are not made in accordance with an authorization of check-off due to the fact that an employee is not on the payroll during any payroll period.

It shall be a condition of employment that on or after the thirtieth (30th) day following employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each member of the bargaining unit shall pay to the Union an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee for the duration of the Agreement shall be paid weekly and equal to the Union dues. Any new employee shall be considered temporary for a period of ninety (90) days. In consideration of the employer's entering into this collective bargaining agreement, which agreement includes an agency service fee provision, the Union hereby agrees to indemnify the said employer and hold it harmless from any and all claims, liabilities or costs of the employer which arise out of entering into or enforcement of said provisions of which arise out of the payroll deduction of agency service fees.

## **COMPENSATION**

### **ARTICLE II, SECTION 1 - HOURS OF WORK**

The work week shall consist for forty (40) hours, five (5) consecutive eight (8) hour days, Monday through Friday, excluding lunch periods, with a regular starting and quitting time of 7:30 AM to 4:00 PM. However, regular starting and quitting time shall be 7:00 AM to 3:30 PM during the period between Memorial Day and Labor Day. The only exceptions to the above will be work at the Landfill which will be any consecutive five (5) days, excluding Sunday and the Secretary's work week.

The Secretary's work week shall consist of 37 ½ hours, five consecutive 7 1/2 hour days, Monday through Friday, excluding 30 minute lunch period each day with a regular starting and quitting time of 8:30 am and 4:30 p.m.

### **ARTICLE II, SECTION 2 - LUNCH AND REST PERIODS**

Members of the Public Works Department covered by this Agreement shall be allowed thirty (30) minutes for lunch and a ten (10) minute rest period in the morning and afternoon, at approximately the middle of said half shift.

### **ARTICLE II, SECTION 3 - CLEANUP TIME**

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

### **ARTICLE II, SECTION 4 - SALARIES**

	7/1/08 - 6/30/09	effective 7/1/09
	<b>FY 2009 Hourly</b>	<b>FY 2010 Hourly</b>
Shop Forman/Mechanic	\$22.57	\$23.02
Foreman	\$21.34	\$21.77
Mechanic	\$21.06	\$21.48
Maintenance Laborer	\$19.78	\$20.17
Equipment Operator/Laborer	\$19.57	\$19.96
Truck Driver/Laborer	\$18.25	\$18.62
Secretary	\$17.85	\$18.21
Part Time Secretary	\$13.60	\$13.87
Laborer	\$14.02	\$14.30

Whenever the general wage rates of the largest group of employees within any other collective bargaining unit of the general government of the Town of Seekonk increase for the period of July 1, 2008 through June 30, 2010 by a greater percentage than the percentage increase that is specified in this article, the percentage increase specified in this article shall be increased to match the percentage increase in such other collective bargaining agreement, effective on the same effective date that is specified in such other collective bargaining agreement.

In the event that revenue that is received by the Town of Seekonk for the fiscal year 2011 due to greater net state aid as listed on the cherry sheet for that year for all categories (excluding education), or permanent and sustainable expansion of state aid by creation of additional categories of state aid (such as distribution to cities and towns of a portion of the meals tax that is currently collected by the Commonwealth) exceeds said amount that is received during the fiscal year 2010 by \$800 the wage rates established in this ARTICLE shall increase by .01%, effective July 1, 2010. Such wage rates shall further increase by .01% for each multiple of \$800 increase in net state aid, up to 3%.

#### **ARTICLE II, SECTION 5 – OVERTIME**

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

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

1. The Secretary and the Mechanics will have the opportunity for overtime solely in accordance with their job category.
2. In lieu of overtime payment, an employee may elect to accumulate compensatory time at the rate of time and one half. An employee may accumulate up to forty (40) hours subject to the approval of the Superintendent.
3. If more than one (1) employee is needed to perform an overtime job, the second employee to be called in shall be a Foremen (unless in the case where the first person called in was a Foreman).
4. Beginning July 1st, year every employee will start each new fiscal year with zero (0) hours of overtime.

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

For computation of overtime, leave with pay shall be synonymous with work.

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

Members of the Department called back during emergencies shall be paid at the rate of time and one half (1.5) for all call back hours, with a minimum of three (3) hours pay. All time worked immediately following receipt of a call back notice shall be applied to the calculation of the minimum of three (3) hours pay. Any call back on Martin Luther King Day shall be computed at time and one half (1.5).

Any time worked after 4:00 PM on December 24th through Christmas Day, December 25th, will be compensated at the rate of double time. Any time worked on Thanksgiving Day will be compensated at the rate of double time. Call back shall not be interpreted as Stand-By in this Agreement.

## **BENEFITS**

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

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

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

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

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

Written approval is required prior to any vacation leave use.

### **ARTICLE III, SECTION 2 - PAID HOLIDAYS**

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

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Additionally, any State or Federal mandated holiday.

### **ARTICLE III, SECTION 3 - HALF HOLIDAYS**

Members of the Department covered by this Agreement will be guaranteed three (3) half holidays as follows:

- Good Friday
- Christmas Eve
- New Year's Eve

#### **ARTICLE III, SECTION 4 – VACATIONS**

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

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

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

After completion of one (1) year service in each successive year - Two weeks (10 days);

After completion of five (5) years service in each successive year - Three weeks (15 days);

After completion of ten (10) years service in each successive year - Four weeks (20 days);

After completion of twenty (20) years service in each successive year - Five weeks (25 days);

Service shall include all dates for which the Employee is compensated with salaries and wages, including all time during which the Employee receives compensation pursuant to M.G.L. c. 152.

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

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

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

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

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

All members of the Public Works Department covered by this Agreement shall be granted two (2) personal days per year.

#### **ARTICLE III, SECTION 7 - SICK LEAVE**

All members of the Public Works Department covered under this Agreement shall be granted one and one half (1.5) days per month or eighteen (18) days a year sick leave, inclusive of the first day. This time may be used for actual sickness. In the event there is doubt as to whether the sickness is sufficient to prevent attendance at work, the Town may require a doctor's certificate after three (3) consecutive days absent, or five (5) days absent within the prior twelve months for which a doctor's certificate or other form of verification acceptable to the Superintendent has not been provided. The Town reserves the right to name said physician should they so desire.

Under the provisions of the Family and Medical Leave Act, and subject to approval of the Town Administrator, an employee may be allowed to use accumulated Sick Leave Benefits to care for an illness affecting an immediate family member. For purposes of this article, "immediate family member" shall mean a spouse or child of the employee. If management has reasonable suspicion to believe an employee is feigning illness, management may require that employee to submit to a doctor examination to confirm or dispel suspicion. Management will name the doctor and time of appointment, said appointment to be during normal working hours. The Town shall be responsible for any doctor fee not covered by the employees' health insurance for said examination only. A total of one hundred thirty (130) days sick leave may be accumulated. Upon retirement, retirement due to a job related injury, death or reduction in work force, an employee shall be entitled to fifty percent (50%) conversion of accumulative sick leave days. Upon the death of an employee, this fifty percent (50%) conversion shall be paid to the beneficiary of the estate of said employee. Any employee resigning his/her position with the Town shall be so entitled to this benefit provided that said employee has a minimum of ten (10) years service with the Town.

**ARTICLE III, SECTION 8 - ABSENCES DUE TO INDUSTRIAL ACCIDENTS**

The difference between the normal work week wage, forty (40) hours and the insurance allowance, may be made up by the employee by using his sick leave or vacation time allowance. An employee eligible to receive Workmen's Compensation but who has not started receiving same may elect to be paid every week by using his accumulated sick leave until the employee is reimbursed by the insurance carrier at which time the employee shall reimburse the Town in the full amount of said Workmen's Compensation received.

**ARTICLE III, SECTION 9 - BEREAVEMENT PAY**

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

**ARTICLE III, SECTION 10 - JURY DUTY**

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

**ARTICLE III, SECTION 11 - MILITARY LEAVE**

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

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

**ARTICLE III, SECTION 12 - HEALTH AND WELFARE**

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

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



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

Effective on the signing date of this Agreement, members called out for hurricanes or snow removal before 7:30 AM or after 4:00 PM shall be reimbursed for actual breakfast expenses not to exceed \$7.50, lunch expenses not to exceed \$8.50 and dinner expenses not to exceed \$9.50. Members shall turn in receipts for reimbursement at the end of the work shift

### **WORKING CONDITIONS**

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

Each employee initially hired by the Town shall be hired as a probationary employee for the first six (6) months of their employment. During this period, the employee shall be evaluated as to their work performance, skills and abilities every two (2) months or more often as necessary by the department or his/her designee. At the end of this period, the department head shall recommend to the Board of Selectmen to either permanently hire or terminate the employee. Neither the employee nor the Union shall have the right to grieve the decision of the department head or Board of Selectmen.

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

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

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

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

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

Any employee laid off by the Employer due to reduction in force, financial cutbacks or department re-organization shall have first right to be recalled to fill a vacancy provided: 1) the Employer seeks to fill a vacancy in the department with two (2) years of the date the employee was laid off from his/her employment with the Town, and 2) said employee had the qualifications to perform the requirements of the job description. Recall rights shall be permanently terminated under the following circumstance: 1) if after thirty (30) days notice being sent to the last known address of the employee of their right to return to work, said employee fails to respond to the Town of their intent to return to work, or 2) the employee notifies the Town of their intent not to return to work.

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

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

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

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

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the Superintendent within three (3) working days of the date of the grievance or his/her knowledge of its occurrence. The Superintendent shall attempt to adjust the matter and shall respond to the Steward in writing with three (3) working days.

Step 2: If the grievance still remains unadjusted, it shall be presented to the Selectmen in writing within ten (10) working days after the response of the Superintendent is due. The Selectmen shall

responds in writing within ten (10) working days. Failure by the Selectmen to reply within this period shall be construed as a decision favorable to the employee.

Step 3: If the grievance is still unsettled, either party may, within thirty (30) days after the reply is due, by written notice to the other, request arbitration through either the State Board of Mediation and Arbitration or the American Arbitration Association.

Final binding arbitration will prevail on grievances only.

**ARTICLE IV, SECTION 7 - SHOP STEWARD**

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

**ARTICLE IV, SECTION 8 - SAFETY COMMITTEE**

A Safety Committee consisting of three (3) members of the Union is established to discuss safety issues in the workplace.

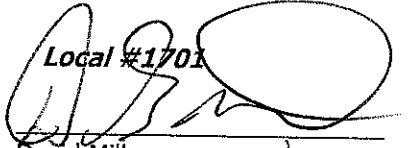
**ARTICLE IV, SECTION 9 – FEES**

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

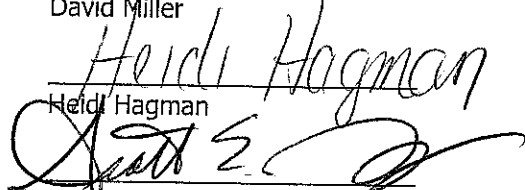
All employees classified other than office staff are required to use all department issued uniforms.

Employees of the department shall comply with dress and safety directives as issued by the Superintendent and Safety Committee. Costs associated with particular equipment and supplies related to compliance with said directive will be the responsibility of the Town.

IN WITNESS THEREOF, the Town of Seekonk, by its duly authorized Board of Selectmen, and Local #1701, American Federation of State, County and Municipal Employees AFL-CIO, by its duly authorized Officers, have caused this Agreement to be executed this Day of October 14, 2009 to be effective on the First Day of July, 2008.

  
Local #1701

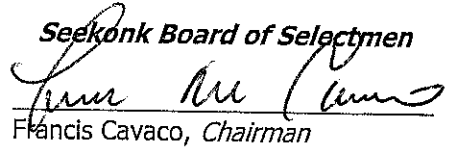
David Miller

  
Heidi Hagman

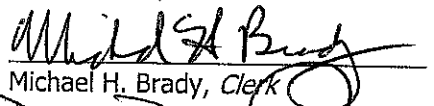
Heidi Hagman

  
Scott Taveira

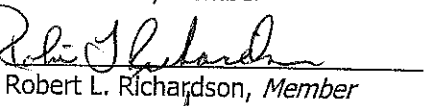
Scott Taveira

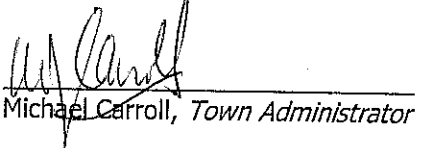
*Seekonk Board of Selectmen*  
  
Francis Cavaco, *Chairman*

John Whalen, *Vice-Chairman*

  
Michael H. Brady, *Clerk*

  
David Parker, *Member*

  
Robert L. Richardson, *Member*

  
Michael Carroll, *Town Administrator*