



# COLLECTIVE BARGAINING AGREEMENT

*Three Year Contract: July 1, 2020 – June 30, 2023*

---

*Between*

*The Town of Seekonk*

*And*

*The United Steelworkers of America*

*AFL-CIO, CLC*

*Local 9517-09*

*Supervisory Unit*

---



# Table of Contents

---

ARTICLE I – AGREEMENT CLAUSE .....	2
ARTICLE II – RECOGNITION CLAUSE .....	2
ARTICLE III – MANAGEMENT RIGHTS .....	2
ARTICLE IV – PROBATIONARY PERIOD .....	4
ARTICLE V – GRIEVANCE AND ARBITRATION PROCEDURE .....	4
ARTICLE VI – HOURS OF WORK .....	6
ARTICLE VII – PERSONAL DAYS .....	7
ARTICLE VIII – VACATION DAYS .....	7
ARTICLE IX – HOLIDAYS .....	8
ARTICLE X – SICK LEAVE .....	9
ARTICLE XI – OCCUPATIONAL SICK LEAVE/WORKERS’ COMPENSATION .....	11
ARTICLE XII – LIMITED DUTY .....	12
ARTICLE XIII – SUSPENSION OR TERMINATION HEARINGS .....	13
ARTICLE XIV – NON REAPPOINTMENTS .....	13
ARTICLE XV – STABILITY OF AGREEMENT .....	14
ARTICLE XVI – SAVINGS CLAUSE .....	14
ARTICLE XVII – BEREAVEMENT LEAVE .....	14
ARTICLE XVII – AGENCY SERVICE FEE/UNION DUES .....	15
ARTICLE XIX – WAGES, SALARIES, LONGEVITY, AND PERFORMANCE EVALUATION .....	16
ARTICLE XX – INSURANCE .....	17
ARTICLE XXI – MISCELLANEOUS .....	18
ARTICLE XXII – DURATION .....	20
ARTICLE XXIII – NO DISCRIMINATION .....	20
SCHEDULE A .....	21



## **ARTICLE I – AGREEMENT CLAUSE**

This Agreement is made under Chapter 150E of the Massachusetts General Laws by and between the Town of Seekonk (the "Town") and the United Steel Workers, AFL-CIO-CLC, on behalf of Local 9517-09, the bargaining unit known as the Supervisory Unit (the "Union").

## **ARTICLE II – RECOGNITION CLAUSE**

The Town recognizes the Union as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all employees in the service of the Town as described in MCR-4636, "Supervisory Unit" certification dated November 14, 1997:

All full-time and regular part-time administrative employees of the Town of Seekonk, including the Town Planner, Building Inspector, Animal Control Officer, Assistant Animal Control Officer, Health Agent, Assistant Health Agent, Assessor, Assistant Assessor, Treasurer/Collector, Assistant Treasurer/Collector, Assistant Town Clerk, Human Services Director, Human Services Community Liaison Coordinator, Veterans Agent, Conservation Agent, and excluding temporary receptionists, Tree Warden, Inspector of Plumbing & Gas, Sealer of Weights and Measures, substitute Assistant Animal Control Officer, Recycling Coordinator, Recreation Director, Assistant Recreation Director, substitute Secretary and substitute Bus Driver and all confidential, managerial, casual and other employees.

## **ARTICLE III – MANAGEMENT RIGHTS**

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Town, acting through its Board of Selectmen, Town Administrator, Department Heads or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, custom, practice, precedent or other means to manage and control the Town Departments and its employees.

By way of example but not limitation, management retains the following rights:

- To add to or eliminate departments, increase or decrease the number of jobs; To determine the mission, budget, and policy of the Department;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- To determine the numbers, types and qualifications of positions or employees assigned to the organizational unit, work project, or to any location, task, vehicle, building, station or facility within the Town;



- To determine the methods, means and personnel by which the Department's operations are to be carried out;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote, assign and transfer employees and determine related policies;
- To determine job duties, including but not limited to combined operations for more than one Town Department;
- To determine when overtime is necessary, to secure that overtime and to assign overtime;
- To temporarily reassign employees for not more than six months to other shifts or other duties;
- To determine the equipment to be used in the performance of duties;
- To establish qualifications for positions;
- To evaluate the work performance of employees;
- To abolish positions and/or lay off employees in the event of lack of work or funds as determined by management;
- To establish work schedules and shift schedules or modify work and shift schedules (with a two week notice to the affected employee except where it is not practical to give such notice) and to establish the number and selection of employees to be assigned; if the notice is less than 24 hours, an employee will be excused from working the modified schedule in the event of a family emergency that prevents the employee from doing so.
- To schedule all time off, including without limitation vacation time, lunch periods and break periods, provided that the Town will not be unreasonable in making such decisions.
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;



- To establish and enforce reasonable policies, procedures, rules and regulations for the governance of the Departments and to add to or modify them as it deems appropriate;
- To suspend, demote, discharge, or take other disciplinary action against an employee, to require the truthful cooperation of all employees to the extent allowed by law in the performance of this function, and to determine its internal security practices.
- Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

#### **ARTICLE IV – PROBATIONARY PERIOD**

There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, an employee must complete twelve (12) months of continuous, active service (not including time off) in the position. This probationary period may be extended by mutual agreement between the Town, the employee and the Union. Employees who have already met this requirement prior to the execution of this Agreement will not be required to complete the requirement again. During the probationary period, the employee is not entitled to any benefits or protections under this Agreement, except those required by statute (health insurance, holidays and bereavement leave). Following the successful completion of the probationary period, the twelve (12) month period will be credited as service time in determining the employee's benefits under this Agreement.

#### **ARTICLE V – GRIEVANCE AND ARBITRATION PROCEDURE**

The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible to insure efficiency and employee morale. No settlement is binding on the Town unless approved by the Town Administrator or the Board of Selectmen.

A grievance shall be defined as a dispute concerning the interpretation or application of any provision of this Agreement. If the grievance involves a municipal board other than the Board of Selectmen, the Town Administrator will insure that the Board is consulted in the grievance process.

##### **Informal Step:**

Grievances shall be presented verbally by the employee and/or the Union to the Town Administrator or his designee within seven (7) working days of when the employee or the Union knew or should have known of the occurrence giving rise to the grievance. The parties will attempt to resolve the grievance.



### **Step 1:**

If the grievance is not resolved at the informal Step, a local Union representative and/or an international union representative shall present it in writing on an approved form to the Town Administrator or his designee within seven (7) working days of its presentation at the Informal Step. The grievance will include a statement of the facts and provision(s) of the Contract alleged to have been violated. The Town Administrator or his designee shall meet with the grievant and/or the Union representative within seven (7) working days from the time the grievance is presented to him and shall answer the grievance in writing within seven (7) working days after the meeting.

### **Step 2:**

If the Town Administrator does not hear the grievance at Step 1 and the grievance is not resolved at Step 1, the Union shall forward the grievance in writing to the Town Administrator within seven (7) working days of the Step 1 answer. The Town Administrator shall meet with the local Union representative and/or an international Union representative within seven (7) working days of when the grievance is forwarded to him in writing. The Town Administrator shall answer the grievance in writing within seven (7) working days of the meeting. (If the grievance was answered by the Town Administrator in Step 1 and the answer does not resolve the grievance, Step 3 will follow Step 1.)

### **Step 3 Arbitration:**

If the grievance is not resolved by the Town Administrator's answer provided at Step 2, whichever is applicable, the Union Grievance Committee shall, within fifteen (15) working days after receiving the answer, with written notice to the Board of Selectmen, request arbitration at the Department of Labor Relations, or the American Arbitration Association pursuant to its rules and regulations. The fees and expense for the arbitrator shall be borne equally by the Town and the Union.

The dispute as stated in the written grievance shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. In making his/her decisions, the arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

The decision of the arbitrator shall not violate, misinterpret or misapply any state or federal laws or regulations and shall not be arbitrary or capricious.

The arbitrator's decision may be reviewed under G.L. c.150C.

Any decision which requires the payment of monies which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken by Town Meeting, if necessary.



### **General Provisions:**

Any of the time limits outlined in this Agreement may be changed any time by mutual consent of the parties. Failure to follow the provisions of this procedure, including the time lines, will constitute a waiver of the grievance. The Town's failure to follow the time lines means that the Union can move the grievance directly to arbitration.

One grievant and a Union representative shall be excused from their regular duties without loss of pay to participate in the grievance resolution process at all steps.

## **ARTICLE VI – HOURS OF WORK/PRORATION OF BENEFITS**

The Human Services Director, Health Agent, Assistant Health Agent, Assessor, Assistant Assessor, Building Inspector, Treasurer/Collector, Assistant Treasurer/Collector, Town Planner, Veterans Agent, Conservation Agent, Coordinator of Municipal Services, Assistant Human Services Director, and Assistant Town Clerk, as salaried employees, will work a minimum of thirty-five (35) hours per week. These hours shall not include time allowed for lunch. In addition to the thirty-five (35) hours, these employees are required to work any additional hours necessary to satisfactorily perform the duties of their position. Management retains the right to determine whether additional hours (beyond the 35 hours) are necessary and to direct that those hours be worked.

In addition to the minimum working hours, the Town will allow for a one (1) hour lunch each day from Monday through Thursday. The Town further agrees that one-half (1/2) hour of lunch shall be paid and one-half (1/2) of lunch shall be unpaid from Monday through Thursday (employees will be paid a total of 37 hours per week).

Supervisors may adjust employee schedules, with respect to their own department, as needed to properly manage their departments with the understanding that all members must work a minimum of thirty-five (35) hours per week, and office coverage will be available during regular business hours, provided department has sufficient staffing.

The Health Agent and the Building Inspector will adjust their hours so their offices continue to be available at 7AM, Monday through Friday.

The Animal Control Officer is a salaried position, and generally, the work week will be forty (40) hours. In addition, the Town further agrees that one-half (1/2) hour of lunch shall be paid and one-half (1/2) hour of lunch shall be unpaid.

The Assistant Animal Control Officer is an hourly position and, generally, the full-time work week will be no less than forty (40) hours and the part-time work week



will be a maximum of nineteen and one-half (19.5) hours, which will be determined by the Animal Control Officer to best suit the needs of that department. If an On-Call call results in a callback, the Assistant Animal Control Officer who is called back shall receive an initial 3 hour minimum of overtime for that initial callback. Any additional callbacks that occur during the same On-Call shift shall be paid at an overtime rate for actual hours worked with no additional minimum.

All part-time employees covered under this collective bargaining agreement shall work no more than nineteen and one-half (19.5) hours per week and all full-time employees shall work no less than thirty-five (35) hours per week.

Overtime compensation will be paid/compensated as required by the Fair Labor Standards Act. Overtime shall be approved in advance by the Town Administrator or by his/her designee. At the discretion of the Town Administrator or his/her designee, compensatory time off can be used to compensate for overtime hours. Any hours worked in excess of forty (40) hours may also be used as compensatory time with the prior approval of the Town Administrator or his/her designee. All compensatory time shall be maintained using the Town's payroll system.

#### **ARTICLE VII – PERSONAL DAYS**

Subject to advance notice from the employee (at least forty-eight (48) hours except in an emergency) and approval by the Town Administrator or designee, unit employees may receive up to four (4) work days off with pay per calendar year to attend to a personal matter which cannot be attended to outside of work hours. The number of personal days that an employee may receive during their initial calendar year of employment shall be prorated for the period of active service that occurs during that calendar year. Personal days may not be accumulated nor will employees be compensated for them unless they are used in the year in which they are earned.

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

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

#### **ARTICLE VIII – VACATION DAYS**

Vacation shall be earned as follows:





Years of Service Year

1- Year 5  
Year 6 - Year 10  
Year 11- Year 20  
Year 20+

Vacation Days

Ten Days  
Fifteen Days  
Twenty Days  
Twenty-five Days

Vacation shall be accrued by week for each full week of active service. A probationary employee who has successfully completed six (6) months of continuous service will be eligible to take the five (5) days of vacation conditionally accrued during that period. Employees may carryover up to ten (10) days of vacation from one fiscal year to the next. In special circumstances, as determined by the Town Administrator, additional carryover may be allowed. Vacation shall be scheduled at the discretion of the Town Administrator or his designee.

At the discretion of the Town Administrator or his designee, an employee leaving for vacation may be advanced up to ten (10) days of accrued vacation pay provided the employee makes the request to payroll at least two weeks in advance of departing.

An employee whose employment with the Town ends for any reason will be provided with their accrued vacation pay. The payment will be made to the employee's spouse or estate if the employment ends as a result of the employee's death.

**ARTICLE IX – HOLIDAYS**

**SECTION A: HOLIDAYS – TOWN HALL EMPLOYEES**

The following days shall be paid holidays:

- |   |                           |
|---|---------------------------|
| New Year's Day                            | Columbus Day              |
| Martin Luther King's Birthday             | Veterans' Day             |
| President's Day                           | ½ day before Thanksgiving |
| ½ <u>floating</u> holiday for Good Friday | Thanksgiving Day          |
| Patriot's Day                             | Day after Thanksgiving    |
| Memorial Day                              | ½ day Christmas Eve       |
| Independence Day                          | Christmas Day             |
| Labor Day                                 | ½ day New Year's Eve      |

Based on the current work schedule, if Christmas Eve falls on a weekend, the Town Hall will work the regular Friday hours. If the actual number of hours the employee is scheduled for on these days is less than a full seven (7) hour workday, then the employee will be allowed to take an additional paid floating holiday for



the difference between a full workday and the actual number of hours worked. Said floating holiday shall be subject to advance notice (at least forty-eight (48) hours) from the employee and approval by the Town Administrator or his designee, and shall be observed within thirty calendar days of the date of the holiday.

Part-time employees shall be paid for a holiday only if the holiday falls on a regularly scheduled work day. Their pay shall be the actual number of hours the employee is scheduled for work on that day. If an employee works on a holiday, the employee will receive the employee's days' pay for the holiday in addition to the employee's regular pay for the work day.

Employees will be paid a holiday for which they are eligible whenever they are paid for working (including compensated absences) their normal scheduled workdays that occur immediately before and immediately after a holiday.

Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays which fall on a Sunday will be observed on the following Monday.

## **SECTION B: HOLIDAYS – ANIMAL CONTROL OFFICERS AND ASSISTANT ANIMAL CONTROL OFFICERS**

**Animal Control Officers and Assistant Animal Control Officers shall receive the following paid holidays:**

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King Day</b>	<b>Columbus Day</b>
<b>President's Day</b>	<b>Patriot's Day</b>
<b>Veteran's Day</b>	<b>½ day before Thanksgiving</b>
<b>Memorial Day</b>	<b>Thanksgiving Day</b>
<b>Independence Day</b>	<b>The day after Thanksgiving</b>
<b>½ day on Christmas Eve</b>	<b>Christmas Day</b>
<b>½ day on New Year's Eve</b>	

A half (1/2) day floater will be given for Good Friday. Holiday pay will be included in the pay period in which it is earned. Part-time employees covered by this agreement are not entitled to any paid holidays.

## **ARTICLE X – SICK LEAVE**

1. **Sick Leave Accrual and Use:** Employees shall earn sick leave at the rate of .345 days per week (equivalent to an annual rate of eighteen (18) days) for



each full week of active service, with a maximum accumulation of one hundred twenty (120) days. No employee shall be entitled to sick leave without loss of pay, as provided in SECTION 1. of this Article, unless the employee has notified his/her immediate supervisor or designee of his/her absence and the cause thereof before the expiration of the first thirty (30) minutes of absence or as soon thereafter as practicable.

2. Sick leave is to be used only for illness or disability which is not job related which incapacitates the employee from performing his work duties. Employees who engage in sick leave abuse, including patterned sick leave use, shall be subject to discipline, up to and including dismissal. Patterned sick leave use includes but is not limited to 1) multiple single day absences, or 2) absences on days before and/or after days off.
3. When the Town Administrator (or his or her designee) has reason to believe that an employee has engaged in patterned sick leave use or other forms of sick leave abuse, he or she may require the employee to provide medical documentation satisfactory to the Town Administrator, documenting the medical necessity of the employee's absence. This documentation may include without limitation a medical examination by a physician, psychologist or other specialist retained by the Town and/or the production of a physician's certificate from the employee's physician.
4. When an employee uses sick leave for three or more consecutive work days, the Town Administrator (or his or her designee) may require a physician's certificate documenting the medical necessity of the employee's absence and determining the employee's fitness to return to duty. The Town Administrator (or his or her designee) may also require the employee to be examined by the Town's physician for the purpose of obtaining an opinion from the Town's physician on the same issues. Where the employee's physician expresses an opinion in writing that conflicts with the Town's physician's opinion, the two physicians shall choose a third physician, whose opinion will decide the issue. The Town will pay the expense of the third physician.

At the Town's request, the employee will release to the Town all relevant medical records and reports requested by the Town to assist in the determination of the employee's eligibility for sick leave and/or fitness to return to duty.

5. Upon request, an employee will be provided once a year with the amount of the employee's accumulated sick leave.
6. A unit employee who has been continuously employed with the Town since prior to September 1, 1992 and who leaves the Town's employment due to



retirement, resignation, or death, will receive a lump sum payment for fifty percent (50%) of the employee's unused accumulated sick days.

7. A unit employee who has been continuously employed with the Town since after September 1, 1992 and who leaves the Town's employment due to retirement, death or resignation shall receive a lump sum payment for twenty-five percent (25%) of the employee's unused accumulated sick days.
8. Any employee who has reached the maximum of one hundred twenty (120) sick days, will be allowed to accumulate an additional nine (9) days per year. In the event that the employee utilizes sick days and the balance drops below one hundred twenty (120), he/she will begin to accrue at the rate of eighteen (18) days per year until they accumulate one hundred twenty (120) sick days again, at which point the accrual rate will revert back to nine (9) days per year. Any buyout related to 6a or 6b, will be calculated on a maximum of one hundred twenty (120) days.
9. Under the provisions of the Family and Medical Leave Act, and subject to the 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, child, or parent of the employee as defined by the Family and Medical Leave Act.

#### **ARTICLE XI – OCCUPATIONAL SICK LEAVE/WORKERS' COMPENSATION**

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

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

Employees receiving worker's compensation wage benefits will not accrue other



forms of paid leave.

Nothing in this Contract shall affect in any way the Department's ability to initiate retirement proceedings or discharge proceedings for an employee who is medically incapacitated or who represents that the employee is medically incapacitated from resuming the employee's full job duties.

An employee who is unable to work as a result of an illness or condition and who is pursuing worker's compensation benefits may use sick leave while doing so. If the employee is provided with worker's compensation and signs over to the Town the compensation for the time period during which he used sick leave, a proportionate amount of the sick leave that the employee used shall be restored.

## **ARTICLE XII - LIMITED DUTY**

Employees who are temporarily incapacitated for full duty for any reason but capable of limited duty may be assigned limited duty in the discretion of the Town Administrator or his or her designee.

At the Town's request, the employee will release to the Town Administrator, attorneys, and physicians and anyone else who has a reasonable need for access to the records in order to carry out the provisions of this article all medical records/reports applicable to the temporary incapacitation requested by the Town to make a determination of the employee's ability to perform limited duty. The employee will fully cooperate with the evaluation process.

The Town may require an employee to undergo an evaluation by a physician or specialist designated by the Town to determine the employee's ability to perform limited duty. If the employee intends to seek an opinion from the employee's physician, the employee will do so immediately after receipt of the Town physician's opinion and document that it has done so to the satisfaction of the Town. The employee's physician's opinion will be provided as soon as possible but in no event more than seventeen (17) calendar days from the employee's receipt of the Town physician's opinion, except in extraordinary circumstances. Where the employee's physician expresses an opinion in writing that expressly conflicts with the Town's physician's opinion, the two physicians shall choose a third physician, whose opinion will decide the issue. The Town will pay the expense of the third physician.

Employees who are determined fit to perform limited duty, requested to do so and fail to do so shall be removed from the payroll and be subject to disciplinary action, up to and including termination.



### **ARTICLE XIII – SUSPENSION OR TERMINATION HEARINGS**

Unless otherwise allowed by 1) The Town of Seekonk Home Rule Charter ("Town Charter"); and/or 2) A statute which cannot be superseded by this Agreement, the following provisions will be applied to a disciplinary unpaid suspension or termination of a non-probationary unit employee:

- A.** A non-probationary employee shall have the right to a hearing before the Town Administrator or his designee if the employee is suspended without pay or subject to a disciplinary demotion which reduces the employee's regular base pay. The employee shall be advised of the basis of the action in writing no later than five (5) work days following the action. The employee must request the hearing in writing within five (5) work days from the receipt of the written notice setting forth the basis of the action. Failure to request the hearing within that time frame will constitute a waiver of the right to a hearing. Time lines may be extended by mutual agreement between the employee, the Hearing Officer and the Union.
- B.** A non-probationary employee shall have the right to a hearing before the employee's Appointing Authority or its designee after the employee has been served with a written notice of the Appointing Authority's intention to terminate. The employee must request the hearing in writing within five (5) workdays from the receipt of the written notice setting forth the basis of the action. Failure to request the hearing within that time frame will constitute a waiver of the right to a hearing. Time lines may be extended by mutual agreement between the employee, the Hearing Officer and the Union.
- C.** The decision to suspend, terminate, or demote shall be for just cause.

### **ARTICLE XIV – NON REAPPOINTMENTS**

Unit employees who are subject to appointment for a term under the Town Charter serve at the discretion of the Board of Selectmen, Town Administrator or another designated Appointing Authority (hereinafter, "the Appointing Authority").

Accordingly, the Appointing Authority shall have the right to determine whether to renew an appointment and to exercise any other rights provided by the Town Charter. A non-renewal or the exercise of any other rights provided by the Town Charter shall not be subject to any provisions of this agreement concerning the discipline or removal of an employee.



## **ARTICLE XV – STABILITY OF AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiations. Anything not specifically included in this Agreement (including without limitation provisions of the Town's Personnel Administrative Policy or other policies, a statute, by-law, rule or regulation) is not a part of the Agreement unless incorporated by reference.

No prior agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or the employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

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

No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

## **ARTICLE XVI – SAVINGS CLAUSE**

Should any provision of this Agreement or any supplement thereto become invalid by an act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate for a satisfactory replacement for any such provision.

## **ARTICLE XVII – BEREAVEMENT LEAVE**

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of a member of his/her immediate family and to relieve him/her of the concern over loss of earnings commencing with the date of death.

Bereavement leave will be granted by the Town Administrator or his designee for the following:



To a maximum of five (5) working days for the death of a spouse, child, step-child or step-parent, parent, brother, sister, grandparent, or grandchild.

To a maximum of three (3) working days for the death of a parent-in-law, son/daughter-in-law, sister/brother-in-law, or other person in the immediate household.

To a maximum of one (1) day will be granted to attend the funeral of an aunt, uncle, or other close relative.

Documentation for leave shall be provided upon request from the Town Administrator.

#### **ARTICLE XVII – AGENCY SERVICE FEE/UNION DUES**

The Town will advise new employees who are hired to fill a position covered under this Contract that the position is covered by the Contract.

Employees shall tender the initiation fee (if any), and bi-weekly membership dues by signing the authorization of dues form during the life of this Agreement and in accordance with the terms of the form. The Town agrees to deduct weekly union membership dues levied in accordance with the constitution of the union from the pay of each employee in the units who executed such form and remit the aggregate amount to the International Treasurer of the Union, along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of each month.

Except for those members of the bargaining unit who have not signed a membership form and authorized dues deductions as of the date of execution of the Contract, any member of the bargaining unit who is not a member of the Union ("the Union") shall be required to pay an agency service fee. The Union shall annually provide the Town in writing with its calculation of the applicable agency fee.

The Union's recourse against any employee to whom the agency service fee applies but who does not pay it will be at the union's discretion to institute appropriate court proceedings to enforce such compliance.

The Union agrees to indemnify and hold harmless the Town its officers, agents, employees and elected officials for any liability in connection with the administration or enforcement of the Agency Service Fee/Union Dues provisions, including but not limited to any proceeding in which the Town is made a party to the proceeding.





## **ARTICLE XIX – WAGES, SALARIES, LONGEVITY, AND PERFORMANCE EVALUATION**

- A. Effective on July 1, 2015 longevity payments will be paid on the schedule set forth below. Longevity payments shall be made on the employee's hiring anniversary date.

10 Years – 2% of Employee's Base Salary  
15 Years – 3% of Employee's Base Salary  
20 Years – 4% of Employee's Base Salary  
25 Years – 5% of Employee's Base Salary

- B. All wages shall be paid in accordance with the attached wage schedule and shall be referenced as Schedule A.

The following salary adjustments will be added to the Fiscal Year 2020 salary ranges:

As of July 1, 2020 (Fiscal Year 2021) 2% base salary increase  
As of July 1, 2021 (Fiscal Year 2022) 2% base salary increase  
As of July 1, 2022 (Fiscal Year 2023) 2% base salary increase

- C. When hiring a new employee for any position covered by the Contract, the Town has discretion to place the new employee anywhere within the salary range. However if the employee starts at a step less than four, the employee will be evaluated at the end of twelve (12) months of continuance service and following a favorable evaluation, the employee will be allowed to advance to the next pay step. This procedure will continue in the following years of service until the employee has reached the top step of the pay grade.
- D. Aside from the procedure used to advance through pay steps, all employees will be evaluated annually, by the Town Administrator or his designee. All evaluations are subject to final review and approval by the Town Administrator. Evaluations shall not be grievable or arbitratable. However, if an employee receives an unfavorable evaluation, the employee will be reevaluated ninety days following the date of the unfavorable evaluation to determine if any improvement has been achieved.

At the beginning of each fiscal year, Department Heads shall set goals and objectives with employees in their respective departments. At the end of each fiscal year, Department Heads shall evaluate their employees on their job performance and on the goals and objectives that were mutually agreed to at the beginning of the fiscal year.

- E. Out of Grade. Whenever an employee is directed to perform a significant



portion or all of the duties of a higher rated position, whether that higher rated position is within this bargaining unit or another bargaining unit, for at least thirty (30) calendar days, such as when that other position is vacant, the employee shall receive additional compensation effective on the thirty first (31<sup>st</sup>) calendar day. If the higher rated position is within this bargaining unit, the employee shall be compensated at the first step rate of the higher rated position that exceeds the next step of the employee's step rate plus one step. If the employee is currently at the maximum step rate (e.g. step 4), an additional step rate (e.g. step 5) shall be inferred. If the higher rated position is within another bargaining unit, such additional compensation shall be fifty dollars (\$50) each week. Additional compensation shall be prorated for partial weeks. This paragraph shall not apply to any employee whose position is authorized by Massachusetts statute to perform the duties of a designated higher rated position in the absence of that person.

- F. Assistant Department Heads shall be paid in accordance with the attached wage schedule and shall be referenced as Schedule A. Effective July 1, 2015 (Fiscal Year 2016) the Assistant Department Head wage shall be seventy percent (70%) of the Department Head's wage schedule that they directly report to.

Effective July 1, 2016 (Fiscal Year 2017) the Assistant Department Head wage shall be seventy-five percent (75%) of the Department Head's wage schedule that they directly report to. The Assistant Animal Control Officer, whose wage is currently seventy-five percent (75%) of the Animal Control Officer will remain at seventy-five percent (75%) for Fiscal Year 2016.

No additional stipends or pay differential shall be paid to the Assistant Department Heads when filling in for or assisting Department Heads in their duties.

- G. The Animal Control Officers and Assistant Animal Control Officers shall be paid an On-Call Stipend of \$2,500 per fiscal year to be paid at the end of the fiscal year. In order to be eligible for the stipend, the employee must have worked the entire fiscal year for which the stipend is being paid

## **ARTICLE XX – INSURANCE**

- A. Employees are eligible to participate, pursuant to the provisions of the M.G.L. c. 32B, in the group health insurance program as provided by the Town, and will be offered coverage by Blue Cross or other coverage as determined by the Town.
- B. Effective upon execution of the collective Bargaining Agreement, Blue Cross Blue Care Elect will be available to only the employees who are



enrolled in the program on June 30, 2009. Those employees who exercise their option to change from Blue Cross Blue Care Elect coverage to another coverage shall not be able to convert back to Blue Cross Blue Care Elect at a later date.

- C. The contribution rate will be 75% from the Town and 25% from the covered employee.
- D. The town will offer a dental plan, of which the Town will contribute 50% of the monthly premium for said plan.
- E. There shall be an open enrollment period each year during the four week period immediately preceding the annual renewal of each health insurance plan.
- F. As of July 1, 2021, any employee who chooses not to receive Health Insurance coverage listed in this article through the Town of Seekonk, shall receive a stipend of \$2,500.00 per fiscal year if they are off the Town's Health Insurance for the full fiscal year, as either the primary or secondary. The amount will be paid in one lump sum in the final payroll for the applicable fiscal year, annually.

To be eligible for the stipend for the first time, an employee must have been enrolled in the Town's health insurance plan during the entire preceding fiscal year. Example: To receive stipend in FY 21, employee must have been enrolled in Town's plan for entirety of FY 20 and then off the Town's plan in FY 21.

Once employee meets initial eligibility, they would continue to receive stipend in successive years so long as employee continues to remain off of Town's insurance for the full fiscal year.

If employee has to return to Town's insurance at any point, employee will need to meet initial eligibility requirement in order to receive stipend again in the future.

## **ARTICLE XXI – MISCELLANEOUS**

- A. **COURSE REIMBURSEMENT** - The Town will budget \$2,000, subject to available funds to reimburse a unit member in a fiscal year an amount not to exceed four hundred fifty dollars (\$450) for any one (1) course taken or nine hundred (\$900) for more than one (1) course taken in a program related to the unit members position leading to certification, recertification or an advanced degree. Advance approval of the Town



Administrator is required. The reimbursement will include the cost of books. Reimbursement will also be subject to the member attaining at least a "C" grade or better in the course or program (or, if the course is "pass/fail" a passing grade).

- B. **ACCESS TO FACILITIES** - Union announcements of a routine nature may be posted on the Bulletin Board in the Town Hall copy room. The Union agrees that it will not post denunciatory, inflammatory, obscene or political material.

The Town will allow the Union to use a Town meeting room for private meetings, provided it receives sufficient advance notice, there is not a conflict with the use of the facilities by other Town departments and the union complies with the Town's Policy and Regulations for the use of Town of Seekonk Meeting Rooms. (Now, Administrative Policy No. 32; Note: The Town will waive the \$40 supervisory closing fee and the open meeting requirement).

- C. **SAFETY COMMITTEE PARTICIPATION** - One unit member may serve as a liaison for the unit to the Town's Safety Committee. The member will be allowed to attend the Safety Committee meetings without loss of pay (if applicable) to present health/safety issues affecting the unit.
- D. **DAMAGED CLOTHING** - Subject to the approval of the Town Administrator, the Town will pay to repair/replace clothing damaged as a result of job responsibilities. This will not apply to normal wear and tear.

Subject to the approval of the Town Administrator, the Town will provide the Assessors, Building Inspectors, Health Agents, Conservation Agent, and Animal Control Officers a clothing reimbursement of up to \$600 in a fiscal year. Said employees must provide the Town with receipts of clothing purchases for approval of reimbursement payment.

- E. **MILEAGE REIMBURSEMENT** - Subject to the advance approval of the Town Administrator or his designee (except in an emergency), a member of the bargaining unit will be reimbursed at the IRS rate for mileage in using their personal vehicles to perform job duties. This will not apply to travel to and from work.
- F. **COURT LEAVE** - A Court Leave of absence shall be granted to any Employee who is called to serve on a jury or summoned to appear in a court case pertaining to the Town of Seekonk as a witness. Such Leave shall be granted only for the period of such service, and it shall in no way affect the Employment rights of the Employee.

The Town will compensate employees called to appear in court at their



regular rate of pay for such period of service. If the employee receives any compensation for such service, said compensation shall be remitted to the Town

- G. **MILITARY SERVICE** - Time off will be permitted for military service as provided by state and federal statute. Full veteran's re-employment rights as established by federal and state statute will be available to employees returning from military leave.

During a two-week annual reserve duty, the Town will compensate the employee in an amount equal to the difference between the employee's normal work week wages and the compensation the employee receives from the United States Government for said duty.

- H. **DRUG AND ALCOHOL TESTING** - The Human Services Director, Community Liaison Coordinator and any other covered unit member will be subject to drug/alcohol standards and testing required by federal law and/or regulation.
- I. **SAFETY POLICY** - Employees agree to abide by the Town's Safety Policy.
- J. The Shop Steward may be allowed time, with prior approval of the Town Administrator, to attend the local annual Steelworkers Conference or training seminars provided by The United Steelworkers of America.

## **ARTICLE XXII – DURATION**

This Agreement will be in effect beginning July 1, 2020 and ending June 30, 2023.

Prior to March 30 of the year in which this Agreement would expire either party shall give the other party notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination.

In the Event that the parties have not executed a new contract prior to the expiration of this Agreement, then this agreement shall remain in full force and effect after June 30, 2023, for successive terms of one (1) year, or until the parties reach agreement, whichever occurs first.

## **ARTICLE XXIII – NO DISCRIMINATION**

The Town and the Union agree that there will be no discrimination between employees of reasons of race, creed, sex, sexual orientation, color, age, national origin, handicap, disability, veterans, and/or marital status.



**SCHEDULE A**

*\*Please also refer to ARTICLE VI - HOURS OF WORK/PRORATION OF BENEFITS*

Position Title	YEAR 1			
	Fiscal Year 2021: July 1, 2020 - June 30, 2021			
	Rate of Increase 2%			
	Step 1	Step 2	Step 3	Step 4
Animal Control Officer (based on 40 hrs/wk)	\$ 62,151.44	\$ 64,202.44	\$ 66,321.11	\$ 68,509.72
Assistant @ 75% of ACO (based on 52.2)	\$ 22.33	\$ 23.06	\$ 23.83	\$ 24.61
Assessor	\$ 85,849.62	\$ 88,604.32	\$ 91,449.93	\$ 94,389.43
Assistant @75% of Assessor	\$ 64,387.21	\$ 66,453.23	\$ 68,587.44	\$ 70,792.08
Health Agent	\$ 75,020.27	\$ 77,417.60	\$ 79,894.05	\$ 82,452.22
Assistant @ 75% of Health Agent	\$ 56,265.20	\$ 58,063.20	\$ 59,920.53	\$ 61,839.16
Human Services Director	\$ 70,807.56	\$ 73,065.88	\$ 75,398.72	\$ 77,808.54
Assistant @ 75% Human Services Director	\$ 53,105.68	\$ 54,799.41	\$ 56,549.04	\$ 58,356.40
Town Clerk	\$ 65,662.94	\$ 67,770.72	\$ 69,946.15	\$ 72,191.43
Assistant @ 75% Town Clerk	\$ 49,247.20	\$ 50,828.04	\$ 52,459.62	\$ 54,143.57
Treasurer/Collector	\$ 94,389.42	\$ 97,425.94	\$ 100,562.66	\$ 103,802.89
Assistant @ 75% Treasurer/Collector	\$ 70,792.07	\$ 73,069.45	\$ 75,421.99	\$ 77,852.17
Building Inspector	\$ 78,424.51	\$ 80,934.17	\$ 83,526.67	\$ 86,204.71
Conservation Agent	\$ 75,020.27	\$ 77,417.60	\$ 79,894.05	\$ 82,452.22
Town Planner	\$ 69,965.46	\$ 72,158.00	\$ 74,443.60	\$ 76,798.08
Veterans' Agent	\$ 44,790.00	\$ 46,268.07	\$ 47,794.91	\$ 49,372.14



Position Title	YEAR 2			
	Fiscal Year 2022: July 1, 2021 - June 30, 2022			
	Rate of Increase 2%			
	Step 1	Step 2	Step 3	Step 4
Animal Control Officer (based on 40 hrs/wk)	\$ 63,394.46	\$ 65,486.49	\$ 67,647.54	\$ 69,879.91
Assistant @ 75% of ACO (based on 52.2)	\$ 22.77	\$ 23.52	\$ 24.30	\$ 25.10
Assessor	\$ 87,566.61	\$ 90,376.41	\$ 93,278.92	\$ 96,277.22
Assistant @75% of Assessor	\$ 65,674.96	\$ 67,782.30	\$ 69,959.19	\$ 72,207.92
Health Agent	\$ 76,520.67	\$ 78,965.95	\$ 81,491.93	\$ 84,101.26
Assistant @ 75% of Health Agent	\$ 57,390.50	\$ 59,224.47	\$ 61,118.94	\$ 63,075.95
Human Services Director	\$ 72,223.71	\$ 74,527.20	\$ 76,906.69	\$ 79,364.71
Assistant @ 75% Human Services Director	\$ 54,167.79	\$ 55,895.40	\$ 57,680.03	\$ 59,523.53
Town Clerk	\$ 66,976.20	\$ 69,126.13	\$ 71,345.08	\$ 73,635.26
Assistant @ 75% Town Clerk	\$ 50,232.15	\$ 51,844.60	\$ 53,508.81	\$ 55,226.44
Treasurer/Collector	\$ 96,277.21	\$ 99,374.46	\$ 102,573.91	\$ 105,878.95
Assistant @ 75% Treasurer/Collector	\$ 72,207.91	\$ 74,530.84	\$ 76,930.43	\$ 79,409.22
Building Inspector	\$ 79,993.00	\$ 82,552.86	\$ 85,197.20	\$ 87,928.80
Conservation Agent	\$ 76,520.67	\$ 78,965.95	\$ 81,491.93	\$ 84,101.26
Town Planner	\$ 71,364.77	\$ 73,601.16	\$ 75,932.47	\$ 78,334.05
Veterans' Agent	\$ 45,685.80	\$ 47,193.43	\$ 48,750.80	\$ 50,359.58



	YEAR 3			
Position Title	Fiscal Year 2023: July 1, 2022 - June 30, 2023			
	Rate of Increase 2%			
	Step 1	Step 2	Step 3	Step 4
Animal Control Officer (based on 40 hrs/wk)	\$ 64,662.35	\$ 66,796.22	\$ 69,000.49	\$ 71,277.51
Assistant @ 75% of ACO (based on 52.2)	\$ 23.23	\$ 23.99	\$ 24.79	\$ 25.61
Assessor	\$ 89,317.94	\$ 92,183.93	\$ 95,144.50	\$ 98,202.77
Assistant @75% of Assessor	\$ 66,988.46	\$ 69,137.95	\$ 71,358.37	\$ 73,652.08
Health Agent	\$ 78,051.08	\$ 80,545.27	\$ 83,121.77	\$ 85,783.29
Assistant @ 75% of Health Agent	\$ 58,538.31	\$ 60,408.96	\$ 62,341.32	\$ 64,337.46
Human Services Director	\$ 73,668.19	\$ 76,017.75	\$ 78,444.82	\$ 80,952.00
Assistant @ 75% Human Services Director	\$ 55,251.15	\$ 57,013.30	\$ 58,833.63	\$ 60,714.00
Town Clerk	\$ 68,315.72	\$ 70,508.65	\$ 72,771.98	\$ 75,107.96
Assistant @ 75% Town Clerk	\$ 51,236.79	\$ 52,881.49	\$ 54,578.99	\$ 56,330.97
Treasurer/Collector	\$ 98,202.76	\$ 101,361.95	\$ 104,625.39	\$ 107,996.53
Assistant @ 75% Treasurer/Collector	\$ 73,652.07	\$ 76,021.46	\$ 78,469.04	\$ 80,997.40
Building Inspector	\$ 81,592.86	\$ 84,203.92	\$ 86,901.15	\$ 89,687.38
Conservation Agent	\$ 78,051.08	\$ 80,545.27	\$ 83,121.77	\$ 85,783.29
Town Planner	\$ 72,792.07	\$ 75,073.19	\$ 77,451.12	\$ 79,900.73
Veterans' Agent	\$ 46,599.51	\$ 48,137.30	\$ 49,725.82	\$ 51,366.78



IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this 9<sup>th</sup> day of June, 2021.

UNITED STEELWORKERS,  
AFL-CIO-CLC

\_\_\_\_\_  
Thomas M. Conway,  
President

\_\_\_\_\_  
John E. Shinn,  
International Secretary-Treasurer


\_\_\_\_\_  
David McCall,  
Vice President, Administration


\_\_\_\_\_  
Fred Redmond,  
Vice President, Human Affairs

\_\_\_\_\_  
Del Vitale,  
Director, District 4

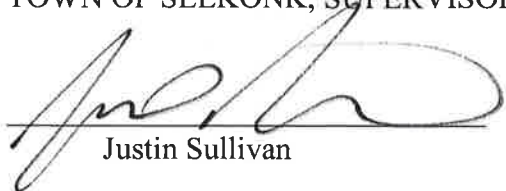
\_\_\_\_\_  
Mary Fusco,  
Staff Representative

  
\_\_\_\_\_  
John Aubin  
Local 9517-09, Negotiating Committee


  
\_\_\_\_\_  
Tracy Jamieson  
Negotiating Committee

  
\_\_\_\_\_  
Lydia Cordeiro  
Negotiating Committee

TOWN OF SEEKONK, SUPERVISORS

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

  
\_\_\_\_\_  
Chris Zorra

  
\_\_\_\_\_  
Adam Petronio

  
\_\_\_\_\_  
David Andrade

  
\_\_\_\_\_  
Michael Healy