

Agreement
between
the Town of Middleton
and
A.F.S.C.M.E. Council 93
Middleton Public Works Local 1098

THIS AGREEMENT entered into by the Town of Middleton, hereinafter referred to as "the Employer" and the AFSCME Council 93 Middleton Public Works Local 1098, hereinafter referred to as "the Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1
RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining agent in accordance with the Letter of Recognition dated October 4, 1991.

The Union consists of Equipment Operators/Drivers/Laborers, Equipment Operators/Drivers/Laborers / Transfer Station Operators, Water System Supervisors/ Operators, and Working Forepersons. The Superintendent of the Department of Public Works, Deputy Superintendent and Clerical/ Dispatch personnel are non-inclusive in the Union.

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2

UNION DUES and INITIATION FEES - AGENCY FEES

Employees who desire membership in the Union, shall tender the initiation fee (if any) and weekly membership dues by signing an appropriate authorization form for the check-off of dues and initiation fees. During the life of this Agreement and in accordance with the form of authorization of check-off of dues, the Employer agrees to deduct Union membership dues weekly, levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made biweekly.

Employees who do not desire membership in the Union may pay an agency fee to the Union in the same amount as Union dues no later than thirty (30) days after start of employment or no later than thirty (30) days after the effective date of this Agreement, whichever is later. In accordance with the terms of the form of authorization of check-off of agency fees, the Employer agrees to deduct agency fees biweekly.

For employees who have executed proper forms of authorization for payroll check, the Employer agrees to remit the monthly aggregate to the treasurer of the Union along with a list of employees who have had said fees deducted. Such remittance shall be made weekly.

ARTICLE 3

MANAGEMENT RIGHTS

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Town of Middleton's operations, working force and facilities are exclusively vested in the Employer. Without in any way limiting the generality of the foregoing, the Employer has the right to plan, direct and control the Town of Middleton's operations and working force, to hire, transfer, promote, assign and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees, to evaluate employees, to determine the hourly, daily and weekly schedule of employment, the work tasks and standard of

performance of employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights are vested exclusively in the Employer.

Any of the rights, powers and authorities which the Employer has prior to entering into this Collective Bargaining Agreement is retained by the Employer, except as modified by this Agreement.

Nothing in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Employer which may be granted or waived by the Employer under the statutes of the Commonwealth of Massachusetts.

ARTICLE 4

DISCRIMINATION and COERCION

The Employer shall not discriminate against any employee to encourage or discourage membership in the Union; nor will the Employer discriminate against any employee because of his/her membership in the Union or his/her adherence to any lawful provision of this Agreement.

ARTICLE 5

GRIEVANCE and 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 or representative, with or without the aggrieved employee, shall take up the grievance with the employee's immediate supervisor outside the bargaining unit within three (3) working days of the date of the grievance. The supervisor, after receipt of the grievance, shall attempt to adjust the matter and shall respond to the steward within three (3) working days. The failure or refusal by the Employer to respond to a grievance submission at any step within the time limit set forth

in the Agreement shall be taken as a negative response and the matter may be moved to the next step without further delay. This is, of course, negated by any agreement of the parties to extend a time limit for whatever purpose.

Step 2: If the grievance still remains unadjusted, it should be presented to the Select Board in writing within five (5) working days after the response at **Step 1** is due. The Select Board shall hear the grievance within fourteen days and respond in writing within five (5) working days after hearing same.

Step 3: If the grievance is still unsettled, either party may within fifteen (15) working days after the reply of the Select Board is due, by written notice to the other party request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after the notice has been given. If the parties fail to select an arbitrator, the grievance shall be submitted to the American Arbitration Association, and the arbitration shall be conducted under the rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall issue his decision in writing within thirty (30) days after the conclusion of testimony and argument, if possible.

The expense of the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives.

ARTICLE 6

SENIORITY

The seniority of an employee shall mean his/her ranking based on the length of service. Length of service shall be computed from his/her first date of full-time employment as a permanent employee, in the departmental unit, unless such service has been interrupted by an absence from the payroll of more than six (6) months in which case length of service shall be computed from the date of restoration to the payroll; but upon continuous service following such an absence for a period twice the length of the absence, length of service shall be computed from the date obtained by

adding the period of such absence from the payroll to the date of original employment.

Those employees so appointed on the same day shall have their relative seniority vis-a-vis each other determined on the basis of the order of their appointment.

Seniority shall govern and control in all cases of decrease in the working force, preference in assignment to shift work, and choice of vacation period.

Seniority shall be a factor in all cases of transfer within the bargaining unit, but shall not govern said transfer.

ARTICLE 7

JOB POSTING and BIDDING

When a position covered by this Agreement becomes vacant and the Employer elects to fill such vacancy, said vacancy shall be posted in a conspicuous place listing the pay and other pertinent information. Job specifications shall be made available on application. This notice of vacancy shall remain posted for at least seven (7) days. Employees interested shall apply in writing within the posted period. As soon as possible, but no later than twenty-one (21) days after the expiration of the seven (7) days notice, the Employer will fill the position.

ARTICLE 8

HOURS of WORK

Section 1: The regular hours of work each day shall consist of eight (8) hours with an interruption for a lunch period, namely 7:00 a.m. - 3:30 p.m.

Section 2(a): The regular work week, for those not assigned to the Transfer Station shift, shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

Section 2(b): Personnel assigned to the Transfer Station shift shall work five (5) eight (8) hour days. One employee's normal week shall include Wednesday, Saturday and Sunday. The Transfer Station shifts shall be broken down as follows: one employee shall work Wednesday through Sunday, and the other employee shall

work Monday through Friday. The Transfer Station hours of operation shall be 8:00 AM to 4:00 PM. Any change in the hours of work to member employees at the Transfer Station shall be mutually agreed upon by the Union and the Town. In the event the Town outsources Transfer Station functions, current employees assigned to the Transfer Station shall remain employed by the Town, but will be transferred to another position.

Section 3: The normal work day shall consist of eight (8) consecutive hours within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed to by the Union.

Section 4: Standby shall remain as present practice.

ARTICLE 9

MEAL PERIODS

Section 1: All employees shall be granted a meal period of one-half (1/2) hour duration during each work shift, plus a ten (10) minute wash-up period before said meal period. Whenever possible, the meal period shall be scheduled at the middle of the shift.

Section 2: Present practice of the Employer relative to meals for employees who work beyond their regular shift shall continue in force and effect during the term of this Agreement. An employee who is on continuous duty for eleven (11) hours shall receive one-half (1/2) hour meal break, and if said employee shall work fourteen (14) continuous hours he/she shall receive an additional one-half (1/2) hour break.

ARTICLE 10

OVERTIME

Section 1(a): Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times his/her regular rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. Except for those assigned to the Transfer Station shift, all work performed on Sunday shall be paid at the rate of two (2) times the employee's regular rate of pay. Except as otherwise defined in this Agreement, a day (such as "Sunday" as used herein) shall be defined as 00:00 a.m. to 11:59 p.m. of the named day.

Except for those assigned to the Transfer Station shift, all work performed on Saturday evening shall be paid at a rate of two (2) times the employee's rate of pay. Saturday evening shall be defined as 6:00 p.m. to 11:59 p.m.

Section 1(b): Personnel assigned to the Transfer Station shift shall have a designated double time day, normally the second consecutive day off. All work performed on the designated double time day shall be paid the rate of two (2) times the employee's regular rate of pay. The designated double time day for the Transfer Station personnel shall be defined as 00:00 a.m. to 11:59 p.m. of the named day.

Personnel assigned to the Transfer Station shift shall be paid at a rate of two (2) times the employee's rate of pay for all work performed on the evening before their designated double time day. This evening shall be defined as 6:00 p.m. to 11:59 p.m.

Section 2(a): Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her regular scheduled starting time, shall be paid at the rate of one and one-half (1 ½) the employee's regular rate of pay for all hours worked on recall. He/she will be guaranteed a minimum of four (4) hours pay at time and one-half (1 ½) their regular rate of pay. After the initial 4-hour block, succeeding blocks of call back time shall be calculated in 2-hour minimum blocks.

Recall on Sunday, for regular shift employees, or on the designated double time day for Transfer Station employees, shall have a guarantee of four (4) hours at the rate of two (2) times the employee's regular rate of pay.

In each case pay shall be calculated in one hour increments.

Section 2(b): Any employee who remains on continuous duty after his / her regular quitting time shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for the time period worked after his / her regular scheduled quitting time calculated in one-half (1/2) hour increments.

Section 2(c): With the exception of snow related duties (i.e. road de-icing, snowplowing, etc.), any employee called to work within four (4) hours of his / her regular scheduled starting time shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for the time period prior to his/ her regular scheduled starting time calculated in one-half (1/2) hour increments.

For snow related duties (i.e. road de-icing, snowplowing, etc.), employees called to work at any time shall receive the guaranteed four (4) hours pay at one and one-half (1 ½) times their regular rate of pay.

Section 3: Employees shall not be required to take time off for any overtime, unless mutually agreed to by the employee and department head, with approval of the Employer.

Section 4: Overtime shall be equally and impartially distributed among personnel who ordinarily perform such related work in the normal course of their work week. Overtime work involving the Transfer Station division shall be offered to Transfer Station personnel first and overtime involving the Water division shall be offered to Water System personnel first. Transfer Station and Water System personnel shall be eligible for all other overtime work after such work has been offered to the rest of the bargaining unit. Employees who are asked to work and refuse will be credited with having had an overtime opportunity. Time refused is credited as time worked for distribution purposes.

Section 5: The Employer shall keep time records of distribution of overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward with the Deputy Superintendent.

Section 6: Overtime is voluntary under normal conditions. There will be no discrimination against any employee who declines to work overtime under normal conditions. Snowplowing, snow removal and / or road de-icing shall not be considered "normal conditions".

Section 7: Planned overtime shall have a guaranteed four (4) hour minimum at one and one-half (1 ½) times the employee's regular rate of pay. The department head may cancel planned overtime up until 3:30 p.m. of the day previous to the day of planned overtime. If work is not canceled and employees report to work and weather conditions or other conditions make it necessary to cancel overtime, the employee shall be paid two (2) hours pay at one and one half (1 ½) times his/her regular rate of pay. The Superintendent or Deputy Superintendent shall have the option of holding the employees for two (2) hours to see if the conditions that warrant canceling planned overtime will clear. To the extent practicable, planned overtime shall be requested in the order that the planned overtime starts.

Section 8: The Water Systems Supervisor / Operator may be eligible for overtime work normally assigned to, and the responsibility of, the bargaining unit, only after such overtime work has been offered to all bargaining unit members. In addition, the Water Systems Supervisor/ Operator may be used on town assignment during his regular working hours by direction of the Superintendent or the Town Administrator or their designee.

Section 9: During overtime periods the Town shall provide \$10 per employee for meals for each four-hour block of overtime.

ARTICLE 11

REST PERIODS

All employees work schedules shall provide for a fifteen (15) minute rest period during the morning shift (7:00 a.m. to 12:00 noon), and fifteen (15) minute rest period in the afternoon. The rest period shall be scheduled at the middle of this time period whenever feasible.

Employees who are at work beyond their regular quitting time into the next shift in the event of an emergency will be given a meal break, if possible. In addition, employees shall be granted regular rest periods during the extra shift.

ARTICLE 12

HOLIDAYS

Section 1(a): The following days shall be considered to be paid holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Columbus Day
Thanksgiving Day

Martin Luther King Day
Patriot's Day
Juneteenth
Labor Day
Veterans' Day
Christmas Day

Section 1(b): Effective April 20, 2000, for personnel assigned to the Transfer Station shift, the Easter Sunday shall be added to the list of paid holidays.

Section 2: Should any holiday fall on an employee's normal day off, one of the two nearest scheduled working day, other than Wednesday, Saturday or Sunday for Transfer Station personnel, will be considered to be the holiday.

Section 3: Holiday pay shall be eight (8) hours pay at straight time rate.

Section 4: If a holiday occurs within an employee's vacation period, it will not be counted as a vacation day.

Section 5: Employees required to work on a holiday (herein defined as the twenty-four (24) hour period commencing at 12:00 a.m. of the actual holiday) shall receive in addition to the regular holiday rate of pay an amount equal to one and one-half (1 ½) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours guaranteed time at one and one-half (1 ½) times his/her regular rate of pay.

Section 6: The rate of two (2) times the employee's regular rate of pay shall be paid for work performed on Thanksgiving Eve / Thanksgiving Day, Christmas Eve / Christmas Day and New Year's Eve / New Year's Day, which shall be defined as the thirty (30) hour period commencing 6:00 p.m. on the holiday eve through the following 12:00 a.m. (midnight) of Thanksgiving Day, Christmas Day or New Year's Day.

Section 7: The rate of two (2) times the employee's regular rate of pay shall be paid for work performed on Martin Luther King Day.

ARTICLE 13

VACATION SCHEDULE

Section 1: Full time employees shall be granted annual vacation leave in accordance with the following Service Length Schedule:

Yearly Vacation	Additional Award	Hours
Date of hire		80 hours <i>pro-rated</i>
After 1 year of service		80 hours
	5 th Anniversary Date	40 hours <i>additional award</i>
After 5 years of service		120 hours
	10 th Anniversary Date	40 hours <i>additional award</i>
After 10 years of service		160 hours
After 16 years of service		168 hours
After 17 years of service		176 hours
After 18 years of service		184 hours
After 19 years of service		192 hours
After 20 years of service		200 hours

Section 2: Upon termination of employment, the employee shall receive payment (pro-rated) of vacation leave earned during the contract year as well as any leave earned but not taken from the prior contract year.

Section 3: If termination is caused by death, vacation leave payment shall be made to the legal spouse or dependent(s).

Section 4: Employees may carry up to two (2) weeks of vacation from the previous fiscal year to the next fiscal year on July 1st and shall use it, with permission of the Superintendent of Public Works, before September 30th of the subsequent fiscal year or it is forfeited.

Section 5: An employee who has more than five (5) years of tenure may cash up to two (2) weeks or ten (10) days of accumulated vacation leave prior to the end of the fiscal year. This payment shall be made in the first payroll in June.

Section 6. Employees shall be assigned their vacation in accordance with their seniority choice of vacation weeks.

Section 7. Employees shall be required to give twenty-four (24) hours' notice to the Department Head prior to the use of individual vacation days, except in an emergency. An employee requesting four (4) or more consecutive days off must provide a minimum of two weeks'

notice to the Superintendent in writing, who may waive this requirement in the case of an emergency or exceptional circumstance, as deemed by the Superintendent in his/her sole discretion. In such cases, the employee must submit, in writing, the request for an emergency waiver stating the reason for the requested time.

Section 8. Vacation requests shall be granted by the Superintendent at such time as, in his/her opinion, will cause the least interference with performance of the regular work of the department.

Section 9. If an employee is hospitalized during vacation, or if there is a death in the employee's immediate family during vacation, the employee may reschedule his/her vacation, subject to the staffing or operational needs of the Department, upon immediate notification to the DPW Superintendent. In the case of illness or injury a physician's statement or other verification may be required.

Section 10. Holidays observed by the Town that occur during an employee's vacation leave will be counted as holidays and not as vacation time.

Section 11. An Employee who leaves the service of the Town prior to the end of his/her probationary period shall not be entitled to any vacation earned. During the probationary period, vacation time may be accrued but is not earned until the completion of the probationary period.

Section 12. Vacation time may be taken in no less than four-hour increments.

ARTICLE 14

SICK LEAVE

Section 1: Sick leave shall be credited at the rate of 4.6153 hours biweekly during sustained and continuous employment for the Town of Middleton up to a maximum of 1200 hours.

Section 2: To be eligible for this sick leave, the employee must properly notify his/her department that he/she will not report for work within the first half hour of his/her shift or, in case of a continuous operation, prior to the beginning of his/her shift. All notices should be given as soon as possible to allow the department involved to make necessary adjustments.

Section 3: For job connected injury covered by Workmen's Compensation, the employee may supplement his/her payments in order to receive his/her base weekly wage for the period of recuperation by charging said supplement to his accumulated sick leave.

Section 4: If an employee is out of work for non-occupational sick leave for more than three (3) consecutive working days, a physician's certificate is required to return to work.

Section 5: Employees must be present at work the day before and the day after each holiday in order to qualify for the paid holiday, unless previously approved by the Department Head for a planned vacation or further excused by the Department Head, for purposes relating solely to the authorized use of non-occupational sick leave.

Section 6: Employees are eligible to participate in the town-wide sick bank as instituted by the Select Board's policy, but are not required to participate.

ARTICLE 15

JURY PAY

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty so that no employee suffers a loss of pay or other benefits because of such leave.

ARTICLE 16

FUNERAL LEAVE

Employees shall be paid for five (5) days of bereavement leave for regular scheduled time lost due to a death of an employee's Spouse, child, mother, father, mother-in-law, father-in-law, brother, sister or such other member of his family living under said employees roof. For special circumstances owing to transportation requirements, the department head may extend bereavement time beyond the date of the funeral. Employees can petition the Town Administrator to use bereavement leave for the loss of relations not listed above.

ARTICLE 17

PERSONAL LEAVE

Section 1: An employee shall be granted time off for which they will be paid at their normal rate to conduct personal business. Such personal leave shall not exceed three working days per year. Personal days shall be granted for fractions of a day of one hour or more.

Personal leave is awarded on July 1st. For the first year of employment, employees are awarded personal leave on a pro-rated basis based on their first day of employment and are not eligible to take personal time until they have been employed continuously for six months.

Personal Days may not be carried forward year to year.

Section 2: In circumstances of family emergency, if an employee has exhausted his/her personal leave entitled hereunder, he/she may utilize vacation leave as if it were personal leave.

ARTICLE 18

UNIFORMS and PROTECTIVE CLOTHING

Section 1: If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the Employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer. The Employer agrees to pay each employee for purposes of purchasing clothing and boots, a clothing and boot allowance, as outlined in the Appendix. The payment shall be pro-rated for services less than six (6) months.

Section 2: The Employer agrees to provide all materials, equipment and tools required to perform the duties assigned to employees covered by this Agreement. It is further agreed that foul weather clothing shall be furnished to employees whose normal work assignments expose them to the weather; namely:

- 1 hard hat
- 2 pairs of winter work gloves (annually)
- 2 pairs of summer work gloves (annually)
- 1 set of hearing protection
- 1 safety vest
- 1 set of rain gear
- 1 pair of hip boots

Section 3: The Town shall reimburse bargaining unit members up to a limit of Two Hundred and Fifty Dollars (\$250.00) per employee per year for prescription safety glasses payable on the next available warrant upon presentation of receipt.

ARTICLE 19

UNION

REPRESENTATIVES

Section 1: A written list of union stewards, not to exceed one (1) per shift and other union representatives shall be furnished to the Employer immediately after their designation and the Union shall seasonably notify the Employer of any changes.

Section 2: The above officials shall be granted reasonable time off during the working hours to investigate and settle grievances, post union notices, or for other authorized activities set forth in this Agreement.

ARTICLE 20

HEALTH and WELFARE

The Town of Middleton's group insurance plan (Health and Life Insurance) in force on the effective date of this Agreement shall remain in force and effect during the term of this Agreement, unless improved by the Employer, or changed by mutual agreement.

ARTICLE 21

MISCELLANEOUS PROVISIONS

Section 1: Bulletin Boards. Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both who may use the bulletin boards for notices of routine nature, agree that it would be improper to post derogatory or inflammatory written material on such bulletin board.

Section 2: Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement, and any benefits shall remain in full force and effect for the duration of this Agreement, and any benefits, privilege or working condition prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.

Section 3: No Discrimination. The parties of this Agreement agree that they shall not discriminate any person because of race, creed, color, sex or age and that all such persons shall receive the full protection of the Agreement.

Section 4: Access to Premises. The Employer agrees to permit representatives of the Union to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employee(s).

Section 5: No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit if same results in a layoff of any member of the unit. Said Section 5 of this Article XXI is not intended to limit the powers of the Employer as described in Article III.

The Employer agrees that no bargaining unit work will be assigned to outside (private) contractors or sub-contractors as long as bargaining unit employees are available and qualified by work experience and proper equipment to complete the job, even though this may result in said work being performed at overtime and/or holiday rates of pay by bargaining units.

ARTICLE 22

LONGEVITY

Employees shall be eligible to receive longevity compensation, as outlined in the Appendix.

Employees who reach the requisite service longevity period by December 31st of any year will receive payment the first pay period in December and, subject to the foregoing, each December thereafter.

If an employee is currently employed full-time, but has worked for the town in a part-time capacity in the past, years of permanent service for the purpose of longevity are calculated based upon full-time service with years spent in part-time capacity on a pro-rated basis.

ARTICLE 23

PAY SCHEDULE

Section 1: The pay schedule of the employees covered by this Agreement can be found in Appendix A of this Agreement.

Section 2: Any bargaining unit member who does not regularly work at the Transfer Station and who is directed to haul any solid waste or recyclable material out of Middleton will be paid at the same rate of pay for the duration of any such activity as the Equipment Operator/ Transfer Station Operator position.

Section 3: Each employee will receive \$400 per year for the use of their personal cellphone, said payment to be payable in the first December payroll of each year.

Section 4: All original and promotional appointments to bargaining unit positions shall be probationary in nature during the first six months of the employee's service with the Town in said position. This probationary period is established for the effective adjustment of the new employee or the employee to their new classified position. Also, it shall be utilized to study the employee's work. If the employee's work does not meet required standards, the Town may dismiss any employee on original probationary employment, at any time, during said probationary period. If the circumstances of a probationary period are such that the Employer is unable to make a decision on a permanent appointment of an individual, the Employer may request an extension of the probationary period for up to an additional six months' duration, and the union shall not unreasonably deny such request; an employee in such an extended probationary period

shall be paid the next higher step in the pay scale for the designated labor grade of said employee.

If the employee is on a probationary period in a promotional, de-motional or lateral status, the Town may return said employee to their original classification for failure to perform work to the required standard.

Section 5: Promotions from minimum to maximum steps within grade shall be successive steps; salary increases of any kind are not automatic but shall not be withheld except for good cause. The Town reserves the right to hire at or promote to a higher paid step if recommended by the employee's department head.

ARTICLE 24

LICENSE AND SPECIALTY PAY

Section 1: CDL License. The Employer shall compensate each employee in the amount outlined in the Appendix annually for the upkeep of special licenses, including the Commercial Driver's License (C.D.L.) Class B with air brake endorsement (which was federally required as of April 1, 1992), required for the operation of the Town of Middleton's machines, equipment or vehicles. Said stipend shall be pro-rated from date of hire or attainment of license, if applicable. Employees shall comply with all provisions of the Commercial Motor Safety Act, including notifying the Employer of any license suspensions, revocations or cancellations.

Section 2: Special License. Any bargaining unit member holding any special license(s) as determined by the Superintendent used for the benefit of the Town of Middleton shall be compensated as outlined in the Appendix.

Section 3. Water Conservation Bylaw Enforcement. The Water Systems Operator / Supervisor shall be compensated in the amount outlined in the Appendix for enforcement of the Water Conservation Bylaw.

Section 4: Special Job Stipends. Deleted October 25, 2021.

ARTICLE 25

SNOWPLOWING / SNOW REMOVAL/ SANDING RATE

[Article XXV was deleted July 6, 2000.]

ARTICLE 26

COURT TIME

A court leave of absence shall be granted to any Town Officer or employee who: (1) is called to serve upon a jury; or (2) is summoned to appear in court as a witness, defendant or litigant in which the Town of Middleton is a party thereto. Such leave shall be granted only for the period of such jury service or for such period during which said officer or employee is required to be in court; and it shall in no way effect the employment rights of said officer or employee.

ARTICLE 27

VACCINATIONS

The Employer will pay any out-of-pocket or un-insured costs incurred by any employee who obtains Hepatitis-B and/ or Tetanus shots/ boosters, as frequently as may be medically necessary.

ARTICLE 28

MECHANIC STIPEND

Moved to Article XXIV License and Specialty Stipends October 25, 2021.

ARTICLE 29

EMPLOYEE TRAINING and SAFETY

Section 1: Effective July 6, 2002, it is agreed that the parties shall establish, as soon as practical, a committee consisting of two (2) members of the bargaining unit and two (2) members of the supervisory personnel that will meet quarterly to review safety practices.

The committee will also review training needs of all bargaining unit personnel and make certain recommendations for an on-going departmental training program.

Section 2: The Employer agrees to pay for all training needed by the Primary and Secondary Water System Operators, required by the Commonwealth of Massachusetts for the up-keep of their water distribution licenses.

Section 3: Except during emergency conditions (i.e. funeral, water break) when the heat index reaches 100 degrees Fahrenheit no outdoor physical activity will be performed. The Superintendent or Deputy Superintendent will monitor an appropriate National Weather Service outlet.

ARTICLE 30

WATER CONSERVATION BY-LAW ENFORCEMENT STIPEND

Moved to Article XXIV License and Specialty Stipends October 25, 2021.

ARTICLE 31

SPECIALTY WORK STIPENDS

Moved to Article XXIV License and Specialty Stipends October 25, 2021.

ARTICLE 32

WINTER APPRECIATION / PRODUCTIVITY BONUS

A Winter Appreciation/ Productivity Bonus shall be paid to all members of the

bargaining unit in the amount of One Thousand Dollars (\$1,200.00). This bonus shall be payable on the first regularly scheduled pay period after April 1st.

ARTICLE 33

SUBSTANCE ABUSE

Section 1: The following conduct by employees is strictly prohibited: (1) use, positive test result, possession, attempted possession, sale, transport or delivery of any federally controlled substance, including marijuana while on-duty or off-duty or while in any department premises, property or vehicle(s); (2) use, possession, sale, transport or delivery of any drug paraphernalia (e.g. hypodermic needles used to inject illegal substances, marijuana pipes) while on-duty, or while in any department premises, property or vehicle(s); (3) any use of prescription medications, marijuana, or illegal drugs that can lead to impairment while on duty (4) refusal to cooperate in any substance test ordered by the Superintendent pursuant to this Article, including the completion and signing of any required forms.

Section 2. The following employees shall be tested for the presence of drugs and alcohol: (a) every employee who has been arrested off-duty for any reason related to the prohibited conduct specified in this Article; (2) every employee whose on-duty conduct leads to a reasonable suspicion, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, performance indicators, or body odors, that he or she is violating any provision of this Article; (3) every employee who has been on disciplinary leave or suspension that resulted from (a) the alleged use or possession of drugs (on or off-duty), or (b) any violation of this Article. The Superintendent shall ensure that the testing takes place prior to the employee's return to duty.

Section 3. The employee(s) to be tested shall be transported to and tested off-site by a predetermined testing agency. The Town shall bear the cost of such test.

ARTICLE 34

EFFECTIVE DATE - TERMINATION DATE

Section 1: . Three-year contract, effective July 1, 2023 through June 30, 2026

Section 2: It is agreed that the parties, with proper notice, shall meet on or about **December 1, 2025**, to confer on a new Agreement or to discuss any changes or amendments. All parties agree that every effort will be made to come to an agreement in further contract negotiations prior to the ending of the existing contract.

Signed this 20th Day of February, 2024

TOWN OF MIDDLETON,
MASSACHUSETTS

AFSCME COUNCIL 93 MIDDLETON PUBLIC
WORKS LOCAL 1098













Appendix A

Current Employees as of July 1, 2023 will be placed on the steps of the new wage table based on years of service. Moving forward, employees will escalate to the next step at their anniversary date.

Longevity

Years of Service	Amount	Payable Date
5 or more	\$1,000	December
10 or more	\$1,200	December
15 or more	\$1,600	December
20 or more	\$2,600	December

Clothing/Boot Allowance

Purpose	Amount	Payable Date
Clothing and Boot Allowance	\$617.50	December
Clothing and Boot Allowance	\$617.50	June

Salary Tables

Equipment Operator/Driver/Laborer

	Step 1 start	Step 2 Year 1	Step 3 Year 2	Step 4 Year 3	Step 5 Year 4	Step 6 Year 5	Step 7 Year 6	Step 8 Year 7
July 1, 2023 – June 30, 2024 (FY24)	25.22	25.85	26.50	27.16	27.84	28.54	29.25	29.98
July 1, 2024 – June 30, 2025 (FY25)	25.72	26.37	27.70	27.70	28.40	29.11	29.84	30.58
July 1, 2025 – June 30, 2026 (FY26)	26.49	27.16	27.84	28.53	29.25	29.98	30.74	31.50

Transfer Station Operator

	Step 1 start	Step 2 Year 1	Step 3 Year 2	Step 4 Year 3	Step 5 Year 4	Step 6 Year 5	Step 7 Year 6	Step 8 Year 7
July 1, 2023 – June 30, 2024 (FY24)	26.82	27.49	28.18	28.88	29.60	30.34	31.10	31.88
July 1, 2024 – June 30, 2025 (FY25)	27.36	28.04	28.74	29.46	30.19	30.95	31.72	32.52
July 1, 2025 – June 30, 2026 (FY26)	28.18	28.88	29.60	30.34	31.10	31.88	32.67	33.50

Working Foreperson

	Step 1 start	Step 2 Year 1	Step 3 Year 2	Step 4 Year 3	Step 5 Year 4	Step 6 Year 5	Step 7 Year 6	Step 8 Year 7
July 1, 2023 – June 30, 2024 (FY24)	29.22	29.95	30.70	31.47	32.26	33.07	33.90	34.75
July 1, 2024 – June 30, 2025 (FY25)	29.72	30.37	31.37	31.70	32.40	33.11	33.84	34.58
July 1, 2025 – June 30, 2026(FY26)	30.49	31.16	31.84	32.53	33.25	33.98	34.74	35.50

Water Systems Operator/Supervisor

	Step 1 start	Step 2 Year 1	Step 3 Year 2	Step 4 Year 3	Step 5 Year 4	Step 6 Year 5	Step 7 Year 6	Step 8 Year 7
July 1, 2023– June 30, 2024 (FY24)	33.30	34.13	34.98	35.85	36.75	37.67	38.61	39.58
July 1, 2024 – June 30, 2025 (FY25)	33.97	34.81	35.68	36.57	38.42	38.42	39.38	40.37
July 1, 2025 – June 30, 2026(FY26)	34.99	35.85	36.75	37.67	38.61	39.57	40.56	41.58

Licenses (added to base pay)

Purpose	FY 24-25	FY 26
Hoisting/4G	\$0.35	\$0.40
4G	\$0.20	\$0.20
Backflow	\$0.60	\$0.75
CDL	\$0.35	\$0.40
Water License	\$0.60	\$0.75
Specialty	\$0.20	\$0.25

Winter Appreciation/Productivity Bonus

Purpose	Amount	Payable Date
Winter Appreciation/Productivity Bonus	\$1,200	April

