

AGREEMENT BETWEEN TOWN OF
ROCKLAND AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES AFL-CIO STATE COUNCIL 93, LOCAL PUBLIC WORKS
UNIT

JULY 1, 2022 THROUGH JUNE 30, 2025

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This Agreement entered into by the Town of Rockland referred to as the Town, and Local 1700, State Council 93, Public Works Unit, American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town 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 - STABILITY OF AGREEMENT:

1.0 If any of the provisions of this Agreement shall in any manner conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect.

1.1 The parties acknowledge that in the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party, however, may at any time make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments, which shall be signed by representatives of the parties duly authorized by the Town and Union.

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

ARTICLE 2 - RECOGNITION:

2.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work, standards of productivity and performance and other conditions of employment for certain employees of the Park, Highway, and Tree Departments; excluding departmental Superintendents and all other employee of the Town. A listing of all classifications of employees covered by the terms of this Agreement are set forth in Article 4 - Pay Practices:

ARTICLE 3 - MANAGEMENT RIGHTS:

3.0 Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the various Departments and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives, which the

Town has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, declaring an emergency situation to exist, disciplining for just cause maintaining discipline, and the right to make and enforce reasonable rules for the safe, efficient, and orderly operation of the Department.

ARTICLE 4 - UNION AND EMPLOYMENT SECURITY:

4.0 The Town agrees to deduct Union dues in accordance with the provisions of M.G.L. Chapter 180, Section 17A. The Town of proper signed authorization forms requesting such deductions shall make such deduction of Union dues upon receipt. The Town shall 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 by the 10th of the succeeding month.

4.1 Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours, and other conditions of employment. The Employer shall be required to provide the Union with the following information:

The Union and/or the employee shall furnish a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Town. The Union and the Town agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing between the Union and the Town, unless directed in writing, by the employee.

Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools such as that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data will not be unreasonably denied.

Employee Rosters - Upon signing of this agreement and upon request by the Union not more than once per quarter thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. The list shall also include each employee's "union status," (i.e., dues paying, agency fee paying, or non-paying).

The Employer shall also electronically transmit a list of all employees hired, terminated, or transferred during the month.

4.2 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activity, The Union agrees not to unlawfully intimidate or coerce any employee into membership into the Union, nor discriminate in any way against non-union members of the Departments.

4.3 The length of service or seniority of employees in the bargaining unit shall be from the date of permanent employment. All employees will be required to meet the provisions of the Plymouth County regulations covering pensions.

4.4 When a position covered by this Agreement becomes vacant, and the Town desires to fill such vacancy, notice of such vacancy shall be posted in a conspicuous place in the various Departments listing the pay, duties, qualifications, area and normal work schedule. This notice of vacancy will remain posted for a period of seven (7) calendar days.

Employees who are interested in filling the position may apply for consideration by written notice to the Department Head within the posted seven (7) calendar days. It is the policy of the Town to fill positions in the unit by the upgrading or promotion of persons presently employee or persons on layoff status. The first consideration of employees for upgrading or promotion shall be made with the employees' Department with second consideration of all employees within the unit.

Upgrading and promotions, if made, shall be based upon ability and qualifications. When ability and qualifications of two or more employees are considered relatively equal, seniority shall prevail. Nothing contained herein shall preclude the Town from hiring qualified applicants from outside the bargaining unit, when no qualified applicant has applied to fill the position.

4.5 A written list of Union and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Employer of any change. In cases of grievances, the Steward of the affected Department and one Union designated official shall be granted a reasonable period of time off without loss of pay during working hours to investigate and settle grievances.

4.6 When the employer determines it is necessary to eliminate position(s) or to reduce the days of work, and/or hours of work in a position, the employer will identify the position(s) to be affected at least 30 days before the effective date of the reduction in force.

If an employee is in a position to be eliminated, reduced in days of work, and/or hours of work, the employee if more senior may bump an employee in another position within the bargaining unit, either at the same rate of pay or a lower rate of pay provided that the employee has the current skills, licenses, and ability to perform the work in the position. If the employee does not currently hold the necessary licenses required for the position, he shall be given a period of six (6) months to acquire the necessary licenses. In lieu of exercising his bumping rights, an employee may opt for the lay-off from his position or accept the reduction of hours in his current position. Any employee who is displaced due to being bumped by a laid off employee may then exercise his rights to bump another less senior employee, following the same procedure as described above.

If an employee is actually laid off, said employee shall be eligible for recall for a period not to exceed thirty-six (36) months. In the event of a recall, employees shall be called back in the inverse order of their layoff.

4.7 The Town agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Local 1700 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 employees.

4.8 Orientation: The Union shall be notified of all new hires and promotions as then occur. The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. The union steward may request an orientation for the purpose of explaining the new employees' contractual rights. The orientation will be held during normal working hours at a time agreed by the employee's immediate supervisor.

4.9 An employee newly hired into the bargaining unit after the effective date of this Agreement shall serve a probationary period of six (6) months. New employees shall meet with their supervisor after ninety (90) calendar days to discuss their performance. During the employee's probationary period, he may be terminated without benefit or recourse to any provision of the Agreement.

4.10 Inoculations as required by law in order to perform the duties of the job will be provided by the Town's Health Department at the Town's expense.

4.11 When the employee is requested by the Department Head and agrees to use his/her personal motor vehicle, the Department will pay a mileage in accordance with current IRS mileage rate.

4.12 The Town shall meet with the Union to discuss any impending layoffs at least thirty (30) days prior to such layoff. In the event difficulties arise in the scheduling of such meeting, notice to the Union with at least three (3) available times that the Town is able to meet within the thirty (30) day time frame shall constitute compliance with this section.

4.13 The Town and Union shall jointly prepare job descriptions for each of the positions within the bargaining unit. The Town, the Department Head and the Union shall maintain these descriptions and shall be the only descriptions used to fill vacancies in each classification (Job descriptions attached at end of contract).

ARTICLE 5 - HOURS OF WORK:

5.0 The regular hours of employment as far as reasonably possible shall be consecutive, except for interruptions for meal periods. The workweek shall consist of five (5) eight (8) hour days, normally Monday through Friday, inclusive, except as noted below for the Park Department. The normal workday shall consist of eight (8) consecutive hours (exclusive of meal periods) in the twenty-four (24) hour period. Each employee shall be scheduled to work with a regular starting and quitting time. Changes in present established work schedules shall be arranged upon mutual reasonable agreement between the Department Head and the Union.

5.1 All employees shall be granted an unpaid meal period, the length of which shall be determined by the Department Head, with a minimum of one-half (1/2) hour for each eight (8) hour shift, and a maximum of one hour for each eight (8) hour shift.

5.2 Workload assignments necessary to handle operational seasonal requirements will be a

management function. Any compensatory time accumulated in the peak season emergency will be used in winter months or will be a management function. All compensatory time shall be utilized within ninety (90) calendar days of being earned. No employee shall be permitted to accumulate more than forty (40) hours of compensatory time at any given time. If additional funds are appropriated, said funds would be paid to Park Department employees first at time and one half. If funds are not appropriated, all compensatory time worked will be replaced at time and one half. This paragraph applies to Park Department employees only.

ARTICLE 6 - PAY PRACTICES:

6.0 Effective July 1, 2022, there shall be an increase of two and one half percent (2.5%); the pay schedule to be as follows:

FY23 - Hourly	Step 1	Step 2	Step 3
	Start	3 Years	6 Years
Foreman/Working Foreman	\$31.13	\$32.58	\$33.23
Heavy Equipment Operator	\$27.31	\$28.53	\$29.10
Equipment Operator	\$26.53	\$27.74	\$28.30
Truck Driver/Laborer Class II	\$25.19	\$26.33	\$26.86
Truck Driver/Laborer Class III/Clerk Laborer	\$24.14	\$25.23	\$25.74
Special Laborer	\$23.65	\$24.71	\$25.21

Effective July 1, 2023, there shall be an increase of two percent (2%); the pay schedule to be as follows:

FY24 - Hourly	Step 1	Step 2	Step 3	Step 4 added in FY24
	Start	3 Years	6 Years	9 Years
Foreman/Working Foreman	\$31.76	\$33.23	\$33.89	\$34.91
Heavy Equipment Operator	\$27.85	\$29.10	\$29.68	\$30.57
Equipment Operator	\$27.06	\$28.30	\$28.86	\$29.73
Truck Driver/Laborer Class II	\$25.69	\$26.86	\$27.40	\$28.22
Truck Driver/Laborer Class III/Clerk Laborer	\$24.63	\$25.74	\$26.25	\$27.04
Special Laborer	\$24.12	\$25.21	\$25.71	\$26.48

Effective July 1, 2024, there shall be an increase of two percent (2%); the pay schedule to be as follows:

FY25 - Hourly	Step 1	Step 2	Step 3	Step 4
	Start	3 Years	6 Years	9 Years
Foreman/Working Foreman	\$32.39	\$33.89	\$34.57	\$35.61
Heavy Equipment Operator	\$28.41	\$29.68	\$30.28	\$31.18
Equipment Operator	\$27.60	\$28.86	\$29.44	\$30.32
Truck Driver/Laborer Class II	\$26.21	\$27.40	\$27.94	\$28.78
Truck Driver/Laborer Class III/Clerk Laborer	\$25.12	\$26.25	\$26.78	\$27.58
Special Laborer	\$24.60	\$25.71	\$26.23	\$27.01

6.1 In the event any full-time employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.

6.2 Employees attaining ten (10) years to fifteen (15) years of continuous service with the Town shall be paid two hundred dollars (\$200.00) per year in a lump sum payment. Employees attaining fifteen (15) years to twenty (20) years of continuous service with the Town shall be paid five hundred dollars (\$500.00) per year in a lump sum payment. Employees attaining twenty (20) years to twenty-five (25) years of continuous service with the Town shall be paid nine hundred dollars (\$900.00) per year in a lump sum payment. Employees attaining twenty-five (25) years to thirty (30) years of consecutive service shall be paid one thousand two hundred dollars (\$1,200.00). Employees attaining thirty (30) years or more of consecutive service shall be paid two thousand dollars (\$2,000.00). Payment under this section shall not be added to base pay for the purpose of computing overtime pay, if any, or any other pay benefit. The eligibility date for computation of years of service shall be December 1st of each year and paid on or about December 15th of each year.

6.3 The Town agrees to make up the difference in any employees' wages between a regular weeks' wages and compensation received for jury duty.

6.4 Where an operating State licenses required, the employee shall obtain and maintain such license(s) totally at the Town's expense, as a continuing condition of employment. Those employees required to possess a Commercial Driver's License (CDL) shall obtain and maintain said license at the Town's expense, however, the Town shall provide up to one (1)

full day off at full pay to take the CDL examination. The amount of time to be given, up to the maximum one (1) day, shall be at the Department Head's discretion depending on the time and location of the examination, said permission not to be unreasonably withheld.

6.5 The Town agrees to pay the full cost of tuition, books, mileage and meals for educational courses taken by the employee at the direction and order of the Department Head and tile approval of the Board of Selectmen. Such courses shall be scheduled during off duty hours wherever possible. Time spent in attendance at off duty hours shall not be paid time nor shall the time spent be considered as time worked for the purpose of computation of overtime pay or any other pay benefit under the terms of this Agreement. If the employee is required by the Town to attend courses during regularly scheduled working- hours, the employee shall not suffer any loss of regular wages for such attendance.

6.6 An employee may be granted five (5) personal leave days per annum without loss of pay. Such leave shall not carry over or accrue from year to year. The time and date of the leave day(s) shall be at the employee's option, but subject to the needs of the Department Head's approval. Employees hired after April 16, 2013, shall only receive three (3) personal days.

6.7 Effective 7/1/22, employees covered under this Agreement shall receive a stipend of \$1,750.00 per year to be available for snow removal, sanding and salting. All employees shall be available for snow removal, sanding and salting operations. This payment shall be made in the first pay period of December. Only employees still actively employed on December 1st shall be eligible for payment of this stipend.

Any bargaining unit employee performing snow removal during storms that have accumulated more than twelve inches (12") shall be paid an additional five dollars (\$5.00) per hour.

6.8 Employees covered under this agreement who possess any hydraulic and/or hoisting license shall be paid for said license(s), providing each license is approved in advance by the Highway or Park Department Superintendent. License payments shall be paid according to the following schedule:

Effective 7/1/22 - \$300 per license, up to a maximum annual payment of \$1,500

In addition to the foregoing, employees that possess a valid CDL A license shall receive an annual payment of \$750, provided this license is approved by the Superintendent of the Highway or Park Department in advance.

6.9 All Employees covered under this agreement who are required to possess a valid pesticide license shall receive a stipend of Seven Hundred Fifty dollars (\$750.00) per year for possession of that pesticide license, provided this license is approved by the Superintendent of the Highway or Park Department in advance.

Certified Bucket Truck Operators that during working hours who are performing the duties in the bucket truck shall receive additional ten dollars (\$10.00) per hour for each hour the employee is working in the bucket truck.

6.10 Employees designated and assigned by the Highway or Park Department Superintendent to the duties of foreman for not less than one (1) full work day shall be paid the rate of foreman, with the step rate determined by that employee's years of service.

6.11 In the event of an extended absence of the Superintendent, the Superintendent may designate a Foreman to perform the duties of the Superintendent. The Foreman shall receive an increase of five dollars (\$5.00) per hour to their regular hourly rate while performing these duties. The Superintendent's absence must be for at least two (2) days and the Superintendent must affirmatively designate a Foreman to cover his/her duties. Coverage will not be automatic upon the Superintendent's absence for any period.

The Superintendent or his/her designee shall make the final determination regarding when coverage is necessary and which Foreman shall provide the coverage. The Superintendent's determination shall not be subject to the grievance procedure set forth in Article 8 of this Agreement.

6.12 Standby shall mean responding to calls and physically responding within 45 minutes of the call, a phone shall be provided during this time to reach the standby employee. Eligibility of a standby person; a policy whereby there shall be one employee on standby every week to cover emergency calls, standby duty shall be rotated amongst those employees eligible to perform the required standby work. Rotating standby shall begin on Fridays 3:00pm through the following Friday 7:00am. Compensation for employees designated to be on standby shall be as follows:

Effective upon ratification of Agreement- \$150 per week Effective 7 /1/19 - \$200 per week

The foregoing pay shall not be included in base pay for the purpose of calculating overtime.

Should an employee be called during stand-by duty to perform work, such employee shall receive, in addition to his/her stand-by pay, additional pay for all hours worked on an overtime basis in accordance with Article 8 - (overtime) Section 7.3 (call back).

ARTICLE 7 - OVERTIME:

7.0 Overtime pay at the rate of time and one-half times the employee's regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in any work week, or eight (8) hours in one day.

Overtime pay at the rate of two times the employee's regular straight time hourly rate shall be paid for work performed in excess of fifty-six (56) hours in any work week.

7.1 Overtime will be paid in increments of one (1) hour.

7.2 The Town will distribute overtime opportunities, as equitably as is practicable with the objective of having employees in the Department having, at the end of the contract term, as small a variation in overtime as is reasonable under all the circumstances. An employee refusing overtime opportunities will be recorded the amount equal to overtime hours worked by his

replacement(s). Employees added to the overtime list after the list has been established will be credited with the average aggregate number of overtime hours then worked. There shall be no duplication or pyramiding of overtime payments.

7.3 Employees who are called back to perform unscheduled work after having completed his assigned work and left his place of employment shall be paid at the rate of time and one-half his regular straight time hourly rate for such unscheduled work but shall receive no less than four (4) hours pay.

7.4 PARK ONLY: Any work requiring specialized skill will not entitle the employee to be called out by order of seniority or to be called out in accordance with the provisions of this ARTICLE VII.

7.5 Employees shall be granted a twenty (20) minute break after four (4) hours of work. After twelve (12) hours of work a one-half hour break will be allowed.

7.6 All time for which an employee is on approved full paid leave status with the exception of sick time, shall be considered time worked for calculating overtime compensation.

7.7 Employees shall not be allowed to work overtime until 7:00 A.M. of the day following the end of a shift on which the employee was on sick leave.

7.8 Any employee who works sixteen (16) consecutive hours or more shall be paid at the rate of time and a half of their regular rate of pay for all hours worked, including any hours worked on the employee's regularly scheduled shift. Any employee who receives time and a half their regular rate of pay and is called back within six (6) hours of punching out, shall continue to be paid at the rate of time and a half their regular rate until they punch out and are off the clock for six (6) consecutive hours or more.

ARTICLE 8 -GRIEVANCE AND ARBITRATION:

8.0 Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed may be a grievance under this Agreement. Should any employee have a grievance, an earnest effort shall be made to settle such grievance at the earliest possible time by use of the following procedure:

STEP 1: The employee, with or without the Union Steward shall present his grievance to his Department Head within five (5) working days after the occurrence of the situation, condition, or action-giving rise to the grievance.

The Department Head or Superintendent shall have five (5) working days to answer the grievance.

STEP 2: If the employee grievance is not settled under Step I, the aggrieved employee may, within two (2) calendar weeks, refer the grievance to the Board of Selectmen. Such grievance shall be in writing and give all the pertinent information relative to the grievance and indicate the relief requested. The Board of Selectmen shall give a decision writing within two (2) calendar weeks.

Grievances involving disciplinary action shall be processed beginning at the second step.

8.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

8.2 Any grievance not settled through the grievance procedure may be presented to arbitration within thirty (30) days after the final decision of the Board of Selectmen has been given to the employee.

8.3 A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provision(s) of the Agreement alleged to have been violated and the remedy requested. The request shall be sent to the Labor Relations Connection and a copy shall be furnished to the Town.

8.4 In the selection of an Arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration Rules shall control.

8.5 Each party shall bear the expense of preparing and presenting its own case. The cost of the Arbitrator, meeting place, and other incidental expenses mutually agreed to in advance, shall be shared equally between the two (2) parties.

8.6 Nothing contained herein shall be construed so as to authorize any Arbitrator to alter or modify this Agreement or any of its provisions or to take any action to prevent the Town and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

8.7 The decision of the Arbitrator shall be final and binding on the parties unless determined otherwise by a court of competent jurisdiction.

ARTICLE 9 - HOLIDAYS

9.0 Each member of the bargaining unit will be granted the following twelve (12) paid holidays without loss of regular pay, when employed by the Town on the occurrence of each holiday.

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

ARTICLE 10-VACATIONS:

10.0 All employees who are actively employed shall be allowed vacation without loss of regular weekly rate of pay in accordance with the following schedule:

Continued Service with the Town	Vacation Allowed
32 Weeks to 4 Years	2 Weeks (10 Working Days)
4 Years to 8 Years	3 Weeks (15 Working Days)
8 Years to 20 Years	4 Weeks (20 Working Days)
Over 20 Years	5 Weeks (25 Working Days)

Vacations with pay will be granted to full time employees hired full for the Town of Rockland after April 16, 2013, who are actively employed, on the-following basis:

- (A) Five (5) working days of vacation shall be granted after six months of continuous service.
- (B) Ten (10) working days shall be granted after (1) year of continuous service.
- (C) Fifteen (15) working days of vacation shall be granted after (5) years of service.
- (D) Twenty (20) working days of vacation shall be granted after (10) years of service.

10.1 Vacation shall be scheduled by the Department Head at such time as will cause the least interference with the performance of the regular work of the Town. In scheduling vacation, preference will be given to employees on the basis of years of employment with the Town. Vacation requests of five (5) days or more shall be made prior to November 1st. Winter vacations shall be permitted at the Highway or Park Department Superintendent's discretion, including requests for four (4) days or less of vacation leave.

ARTICLE 11 - SICK LEAVE:

11.0 Employees shall be allowed fifteen (15) sick leave days a year, accumulated at the rate of one and one-quarter (1-1/4) days per month. All unused sick leave days may accumulate from year to year without limit. Effective May 1, 2013, all employees shall be granted twelve (12) days each fiscal year, accrued at the rate of one day per month.

11.1 A physician's certificate of illness may be requested by the Department Head for any period of illness provided the Department Head has justifiable reasons for such request. In any

event, the employee to the Department Head shall submit a physician's certificate of illness after three (3) days absence, unless voided by the Department Head. If the physician's certificate is demanded for an absence of less than three (3) days, the Town will pay the cost of a physician's certificate.

11.2 In the event of the retirement of an employee, accumulated sick leave of up to and including one hundred thirty-five (135) days will be paid to the employee. In the event of the death of an employee, accumulated sick leave up to and including one hundred thirty-five (135) days will be paid to the employee's estate at the rate of pay at the date of death. Employees hired after 1 July 2004 who meet the requirements for Retirement or who die will receive a lump sum payment for accumulated sick days up to a maximum of one hundred and twenty-five (125) days. Employees hired after July 1, 2010 shall be eligible to accumulate up to a maximum of 125 sick days, and shall be paid, at time of death or retirement, an amount equal to 25% of the value of accumulated sick leave, up to a maximum amount equal to 25% of 125 sick days.

11.3 Nothing in this section shall be construed to conflict with the Workmen's Compensation Laws of the Commonwealth of Massachusetts.

ARTICLE 12 - FUNERAL LEAVE:

12.0 Employees shall receive leave without loss of pay in the event of death in the employee's immediate family. Such leave shall be up to three (3) days commencing with the day after the death. The immediate family shall include the spouse, child, father, mother, mother-in-law, father-in-law, sister, brother, grandchild, grandparent, stepparent and stepchild. Said leave may be extended to five (5) days in special circumstances at the discretion of the Department Head. In the event that an aunt, uncle, daughter-in-law, son-in-law, brother-in-law, or sister-in-law shall die, the employee shall be granted up to one (1) day of leave after the date of death without loss of pay.

ARTICLE 13 - UNIFORMS:

13.0 Uniforms or clothing allowance will be determined by the Department Head within the Department worked on a need basis but should not be any less than items presently supplied in each Department.

13.1 The Town will provide a clothing allowance of one thousand dollars (\$1,000.00) per employee, for a designated uniform, and, the employees may establish a vendor account for its purchase or be reimbursed upon submission of a detailed accounting slip. Five hundred dollars (\$500.00) shall be paid as wages, and Five hundred dollars (\$500.00) shall be reimbursable with receipts.

ARTICLE 14 - HEALTH AND WELFARE:

14.0 Health and insurance benefits will be established in accordance with Chapter 32B of the Statutes of the Commonwealth of Massachusetts.

14.1 It will be the responsibility of the elected employee's Advisory Committee to establish a procedure to provide a reasonable opportunity for all interested employees to meet with it so that the recommendations of the Committee will be a fair representation of all employees' interests.

14.2 The provisions of Chapter 32B of the General Laws as accepted at the Annual Town Meeting in 1956 shall apply as to group insurance and matters pertinent thereto, unless different provisions shall be enacted by the Town, which shall then apply.

14.3 Hepatitis Shots – Town will pay to have employees inoculated.

14.4 No employee of the Tree Department shall be allowed to work alone when working in a hazardous condition, such as utilizing power equipment to remove trees.

14.5 All employees who are eligible to participate in the Town's health insurance plan but do not elect to receive coverage will be eligible for a payment of \$2,500, subject to the following:

- A. The employee must certify that they have coverage for health care through a spouse or other family member.
- B. The employee must remain off of the Town's health insurance coverage for the period of July 1, 2022 through June 1, 2023 and/or for the period of July 1, 2023 through June 1, 2024 and/or for the period of July 1, 2024 through June 1, 2025. Any employee that enrolls in the Town's health insurance plan during above period(s), due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- C. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- D. Payments for eligible employees shall be made on or about June 1, 2023, June 1, 2024, or June 1, 2025.
- E. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

14.6 This article shall be effective for the period of July 1, 2022, through June 30, 2025, and shall cease to be in effect after June 30, 2025, unless extended by written agreement of the Town and the Union.

ARTICLE 15 -SAFETY COMMITTEE BULLETIN BOARD:

15.0 A Safety Committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own Chairman and meet regularly to review safety practices. The Committee shall draw up a safety code. Each employee will be furnished with rules of safety agreed to by both parties.

15.1 Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Parties to this Agreement both of whom may use the bulletin boards for notices of

routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin board.

ARTICLE 16 - WORK STOPPAGE:

16.0 Pursuant to M.G.L. Chapter 150E the Union and the employee agree not to engage, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by employees, including extra hours normally provided to the Town.

16.1 Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately, in writing order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.

ARTICLE 17-TEMPERATURE:

17.0 Except in cases of emergency, when the temperature becomes oppressive, with hot or cold, the continuance of work for the duration of the shift will be at the discretion of the Superintendent. Should the Superintendent order the suspension of work for the remainder of the shift, the men relieved will be paid straight time rates to the end of the shift. However, the Superintendent may reassign the men to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work.

ARTICLE 18 -ANTIDISCRIMINATION:

18.0 The parties to this Agreement agree that they are subject to the Town's Policy Against Unlawful Harassment, Sexual Harassment, and Discrimination, as well as applicable state and federal laws.

ARTICLE 19-PEOPLE CONTRIBUTION:

19.0 The Town agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 20 - DURATION OF AGREEMENT:

20.0 The duration of this contract shall be from July 1, 2022, until June 30, 2025, and shall continue from year to year thereafter unless modified or terminated as hereinafter provided.

20.1 Either the Town or the Union may reopen this Agreement by written notice, not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to June 30, 2021, or prior to June 30 of any subsequent year. Not more than fifteen (15) days following receipt of such notice, collective bargaining shall commence for the purpose of considering the

terms of a new or modified agreement.

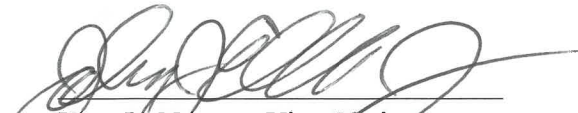
20.2 If a settlement is not reached by June-30, 2021, or June 30 of any subsequent year, this Agreement shall continue in full force and effect until midnight of the tenth (10th) day following written notice given by either the Town or the Union of its intention to terminate this Agreement.

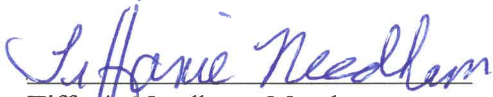
In the event any other Union received a wage re-opener, this Contract shall also be open for wage discussion.

In Witness Whereof – the parties hereto set their hands and seals by their duly authorized representatives this 8th day of August in the Year 2023.

BOARD OF SELECTMAN


Michael O'Loughlin, Chairman


Kara L. Nyman, Vice Chairman
John ELLARD, MEMBER


Tiffanie Needham, Member


Donna M. Shortall, Member


Lori Childs, Member

**AFSCME, AFL-CIO, COUNCIL 93
LOCAL PUBLIC WORKS UNIT**


Paul L Faria AFSCME Council 93


Mark Sepeck Rockland DPW


George A Melanson Jr. Rockland DPW


David DeCourcy Rockland DPW


Anthony Tanzi Rockland DPW

Signed this 8th day of August 2023.

Witnessed


Douglas Lapp, Town Administrator

Appendix:

Town of Rockland Alcohol and Controlled. Substances Use and Testing Policy for Highway and Parks Department The Town of Rockland shall be subject to Federal regulations for Transportation Workplace Drug and Alcohol Testing pursuant to 49 CFR 40, which are hereby incorporated. by reference. Any positive test results or violations of said Federal regulations shall result in the following disciplinary action.

Random Controlled Substance and Alcohol Screening

Positive Test Result - Fourteen (14) Day Suspension - suspension without pay, unless the employee has accrued vacation leave, personal leave, or sick leave, in which case such suspension shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein. The suspension with pay shall be contingent on the employee completing the required treatment program. Return to duty after successful completion of the program as identified by SAP and MRO. Employee must be in compliance with the program identified by SAP and MRO prior to receiving vacation, personal or sick leave.

Post-accident as defined. in the DOT regulations:

Positive Test Result - Fourteen (14) Day Suspension - suspension without pay, unless the employee has accrued vacation leave, personal leave, or sick leave, in which case such suspension shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein. The suspension with pay shall be contingent on the employee completing the required treatment program. Return to duty will be permitted after successful completion of the program as identified by SAP and MRO. Employee must be in compliance with the program identified by SAP and MRO prior to receiving vacation, personal or sick leave.

Reasonable Suspicion:

Positive Test Result - Fourteen (14) Day Suspension - suspension without pay, unless the employee has accrued vacation leave, personal leave, or sick leave, in which case such suspension shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein. The suspension with pay shall be contingent on the employee completing the required treatment program. Return to duty after successful completion of the program as identified by SAP and MRO. Employee must be in compliance with the program identified by SAP and MRO prior to receiving vacation, personal or sick leave.

An Employee will be discharged for any combination of two positive test results, including random testing, post-accident testing, reasonable suspicion testing and return-to-duty and follow-up testing. Any positive test results incurred prior to adoption of

this provision shall be considered a first positive test result under this policy, and a subsequent positive result shall result in termination.

Failure to promptly report for a test or to comply with testing procedures shall constitute a positive test result.