

# **AGREEMENT**

between

**CITY OF TAUNTON, MASSACHUSETTS**

and the

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL**

in behalf of

**PUBLIC EMPLOYEES' LOCAL UNION 1144 - B**

of the

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO**



**CLERICAL**

**July 1, 2017 - June 30, 2020**

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## **AGREEMENT**

THIS AGREEMENT entered into by and between the City of Taunton, Massachusetts, hereinafter referred to as the Employer, and the Massachusetts Laborers' District Council, in behalf of Public Employees Local Union 1144, Laborers' International Union of North America AFL-CIO, 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.

## **DECLARATION OF PRINCIPLES**

Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, age, gender identity, national origin or Union activity.

## **ARTICLE 1** **UNION RECOGNITION - AGENCY SHOP FEES**

### **Section 1. Recognition (Bargaining Unit):**

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all Clerical Employees in all offices.

### **Section 2.**

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.

### **Section 3. Agency Shop Fee:**

An employee is not required to become a member of the Union in order to retain employment, but is required to pay, through payroll deductions, to the Union an amount equal to regular monthly dues as his/her fair share of the cost of representation by the Union for the benefits of such representation which he/she enjoys equally with Union members.

**Section 4. Dues and Fees Check off:**

The Employer agrees to deduct Union dues and agency service fees from the employees pay upon receipt of proper authorization and remit such amounts to the Secretary-Treasurer of Public Employees Local Union 1144.

**Section 5. Union Meetings:**

Elected Union officials shall be granted time off with pay to attend: a) all scheduled Local Union meetings, b) all meetings of the Massachusetts Laborers' District Council, and c) as delegates for LIUNA Regional Conferences and as delegates to the LIUNA International Convention, held every five (5) years and/or per the Constitution.

**Section 6. Participation in the Union:**

The City will notify Local 1144 of new hires, retirements, termination, and workers compensation within twenty (20) days after such event by an email with their name, position and department.

**Section 7. Use of City Facility & Equipment:**

The City agrees that the Union Representatives of the bargaining unit have the right to use City facilities during work hours to meet with aggrieved employee(s) to discuss contractual issues with no loss of pay for a reasonable period of time.

**Section 8. LIUNA Industrial Pension Default Schedule:**

\$0.15, \$0.17 and \$0.19 respective contract years – “year 8, year 9, and year 10.”

**ARTICLE 2**  
**EMPLOYEE RIGHTS**

**Section 1.**

All benefits, working conditions and privileges enjoyed by the employees covered by this Agreement prior to this Agreement shall continue in effect unless specifically waived in this Agreement or otherwise modified by this Agreement.

**Section 2. Employee Rights and Obligations:**

Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have and be protected in the exercise of the rights, freely and without fear of penalty or reprisal, to form, join or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of the Union representative; to engage in other lawful Union and concerted activities for the purpose of

collective bargaining or other mutual aid or protection; and to refrain from any and all such activities. In the exercise of such rights, the employee shall be free from any discrimination in regard to tenure, promotion or other condition of employment. The Union agrees that it shall represent the interest of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

### **ARTICLE 3** **RIGHTS OF MANAGEMENT**

#### **Section 1. Rights of Management:**

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the City are retained by and reserved exclusively to the Employer, including but not limited to, the right to manage the affairs of the City and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted, including the contracting out of work; to determine the schedule and hours of work and the assignment of employment to employees; to establish new job classifications and job duties and functions, and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, transfer, assign, retain, discipline, suspend, demote and discharge employees with just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the Division.

#### **Section 2. Department of Public Works:**

In accordance with City Ordinance, there is a Municipal Department of Public Works whose function and duties are administered by a Commissioner. The Commissioner of the Department of Public Works shall be empowered with the authority to direct, supervise, and manage all City employees comprising the Department of Public Works, including the Street, Sewer, Water, Building, Engineering, and Sealer of Weights and Measures in all City projects where more than one department is involved and said public works projects to be determined at the discretion of said Commissioner.

#### **Section 3. Emergencies:**

The Mayor retains the right to declare an emergency and, in cases thereof, to direct all municipal employees; to take appropriate action to relieve said emergency condition or conditions. In the absence of the Mayor, the President of the Municipal Council shall have the authority to declare emergencies and to take appropriate action to relieve said emergency condition or conditions.

#### **Section 4. Department of Public Works:**

In addition to the powers generally provided under section 1 and 2 of this Article, the Commissioner or his or her designee shall have the authority to assign duties on a daily basis irrespective of job classification or division assignments. As such, an employee assigned to a particular division within the Department of Public Works may be assigned, at the discretion of the Commissioner or his or her designee, to work outside of the jurisdiction of that employee's assigned division.

#### **Section 5. Emergencies and Weather Events:**

The Commissioner of the Department of Public Works shall have the authority to require that all employees of the Department of Public Works report for duty in the event that there is a weather event that he or she deems significant. If the Commissioner or designee deems a weather event to be significant, all employees of the department shall be required to report at the time and location designated by the Commissioner or designee. The Commissioner or designees have the authority to assign said employees as is necessary to mitigate the effects of the weather event. Said obligation shall continue until such time as the Commissioner or designee determines that the weather event has subsided. If an employee fails to report as required by any provision of this section, that employee shall be subject to disciplinary action as provided under all applicable rules of this agreement.

#### **Section 6. Timekeeping System:**

The City will maintain and run an accurate timekeeping system, whether written or by biometric and/or electronic time clock, that employees will be required to utilize at the direction of their Employer. Those departments that do not have a time clock shall keep an internal log system to account for employees' time and attendance.

- Time Clock standards is attached hereto and made a part hereof.
- Biometric Information is attached hereto and made a part hereof.

### **ARTICLE 3A** **PERFORMANCE EVALUATIONS**

Beginning after January 1, 2015, performance evaluations will be conducted. A job description will be provided to each employee prior to the evaluation system beginning.

#### **EVALUATION PROCESS AND PROCEDURES**

##### **1. SCOPE AND PURPOSE**

- A. The general purpose of evaluation is to insure that the City has a system to enhance the professionalism and performance of clerical employees.

- B. The specific purpose of evaluation is to provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the Evaluator.
- C. In view of these purposes, the parties agree that the Evaluation of Clerical Members shall not be utilized as the exclusive basis for the discipline of Clerical Members. Either the City or the Clerical member may introduce an Annual Evaluation as evidence in an independent disciplinary proceeding involving a Clerical Member. Nothing in this Article shall be construed to alter any other Article of this contract, including but not limited to, Article 3, Rights of Management.

## 2. GENERAL PROVISIONS

- A. Any meetings concerning the Evaluation process shall be scheduled during normal work hours at such times as the Member is reasonably available and scheduled to work. In the event that a conference or meeting needs to be rescheduled, it shall be rescheduled within fourteen (14) days of the date of the originally scheduled conference or meeting.
- B. Subject to Section 1C of this Article, the Evaluation process and procedures shall remain confidential at all times. Nothing in this Article is intended to prevent an Appointing Authority of a Clerical Member from having access to that Member's Evaluation Documents.
- C. Prior to the implementation of this Agreement, the City shall insure that Evaluators have training in supervision and evaluation in general and specifically including the procedures established in this Agreement. Moreover, all Evaluators shall have a full understanding of the duties and responsibilities of the Clerical Members for whom they are responsible to evaluate.
- D. Should there be a disagreement between the Clerical Member and the Evaluator regarding a performance rating, the Clerical Member may meet with the Human Resources Director to discuss the disagreement and the employee may invite a union representative to be present. Should the Clerical Member request such a meeting, the Human Resources Director shall meet with the Clerical Member. The Evaluator may also attend any such meeting upon mutual agreement of the Clerical Member and the Human Resources Director.

- E. Violations of this article are subject to the Grievance and Arbitration procedures of the Contract.
- F. The parties agree that Supervisors of Clerical Members shall endeavor at all times to notify a Clerical Member, either orally or in writing, whenever a Supervisor feels that a Clerical Member's performance is not meeting professional standards or expectations. The purpose of this provision is to provide Clerical Members with as much advanced notice as possible of concerns that a Supervisor may have regarding his/her job performance and the opportunity to resolve such concerns.
- G. In the event of changes with the evaluation form or policies and procedures, the parties agree that such changes are subject to ratification by Local 1144B and the approval of the Administration. The Evaluation Form is attached hereto and made a part hereof.

### 3. EVALUATION RESPONSIBILITIES

Each Clerical Member shall be evaluated by either the Department Manager or a management level staff person, as assigned, who directly oversees the clerical member.

### 4. EVALUATION PROCESS AND TIMELINES

- A. All Clerical Members shall be evaluated annually on an Evaluation cycle that commences on July 1 and ends on June 30.
- B. Mid-Year Review. Between January 1 and January 30, the Evaluator and the Clerical Member may, at the option of Evaluator, meet for a Mid-Year Review if the Evaluator has concerns about the attainment of the goals to date by the Clerical Member or any other concerns about the Clerical Member's performance. The Clerical Member may also request a Mid-Year Review if he/she has concerns to discuss with the Evaluator.
  - 1. The Evaluator and/or Clerical Member shall identify specific areas of concern, state the reasons for his/her concern and outline recommendations to address those concerns which shall be set forth in writing. In the event that a Clerical Member disagrees with any of the concerns or recommendations of his/her Evaluator, the Member shall have the right to respond in writing.
- C. Annual Evaluation. The Evaluation cycle concludes on June 30. By August 31, the Evaluator shall complete and hand deliver the Annual Evaluation to the Clerical Member.

1. The Annual Evaluation Form will indicate the Clerical Member's progress in achieving the designated goals. Each goal will be addressed individually by the Evaluator and specific comments, commendations, concerns and/or recommendations for improvement shall also be included.
  2. The Clerical Member may respond in writing to the Annual Evaluation by September 30. This response shall then be attached to the Annual Evaluation.
  3. Any performance rating on an Annual Evaluation that is below the rating of Meets Expectations shall be delineated by the Evaluator in writing in order to permit the Member to address said concern.
  4. If a 1144B member receives a performance rating of Needs Improvement, the Evaluator and the 1144 member shall target the area(s) in need of improvement during the next year's Evaluation Cycle and document the steps that the 1144 Member shall take in order to improve his/her performance.
4. Copies of the Annual Evaluation, related forms and the Clerical Member's written response shall be placed in the Clerical Member's personnel file.

## **ARTICLE 4**

### **CIVIL SERVICE/SENIORITY**

#### **Section 1.**

The Union and the Employer agree and recognize that when employees covered by this Agreement are Civil Service Employees and are covered by Chapter 31 of the General Laws, it is agreed that all rules and Civil Service Rules Chapter 31 shall be adhered to. It is also agreed that if any provision of this Agreement is in contradiction of the laws or regulations of the United States of America or the Commonwealth of Massachusetts, such provision shall be superseded by the appropriate provision of such a law or regulation so long as the same is in full force and effect; but all other provisions of this Agreement shall continue in full force and effect.

The City agrees to fill all vacant positions in accordance with Civil Service Rules and Regulations. Department Managers shall properly cross train all personnel so that bargaining unit employees may be assigned to work within various jobs within their department or division and among various departments.

**Section 1(a). Job Postings:**

The City agrees to provide to the Business Manager/Secretary-Treasurer of the Bargaining Unit copies of all job postings on the same day they are posted.

**Establishment of Permanent Status:**

The City agrees to send a communication to the Human Resources Division (HRD) to inquire about the process for making provisional employees permanent employees, and if this is possible, the City will take the necessary steps in accordance with HRD directions to change positions to permanent status.

**Section 2. Permanent and Provisional Civil Service Employees.**

All permanent and provisional Civil Service Employees on the employment rolls of the City as of July 1, 1983 are covered by this Agreement and shall be entitled to all the benefits and privileges provided herein. All permanent and provisional employees shall be entitled to all benefits after the employee has completed ninety (90) days of employment. These benefits shall be retroactive back to the first day of employment.

**Section 3. Assignments:**

All bargaining unit employees assigned to the Department of Public Works shall be clerical employees insofar as they can be assigned to work within any division of the Department of Public Works at the discretion of the Commissioner of the Department of Public Works or his designee. In addition, all other bargaining unit employees may be temporarily assigned to other municipal departments at the discretion of the Mayor.

**ARTICLE 5**  
**GROUP INSURANCE**

**Section 1:**

The Employer will continue for the duration of the Agreement to provide a group insurance plan on substantially the same basis as at present. The Employer will not itself operate the plan but the insurance company or companies (which may include Blue Cross Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts and shall not be the subject of grievance or arbitration procedures herein. It is agreed upon by both parties that Local Union 1144 will have one representative on the Insurance Advisory Committee. Said representative will be selected by the Local Union. Benefits of \$10,000 will be retained as a life insurance coverage.

## **Section 2.**

The City shall provide health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association ("MIIA") Health Benefits Trust effective October 12, 2004. Said health insurance benefits shall be provided at the following contribution rates by the following providers under the following plans:

### **HMO Policy (HMO Blue New England)**

Existing employees (as of June 1, 2004 and Currently enrolled in a city health plan as of June 1, 2004)	City	77%
	Employee	23%
New Hires (hired after June 1, 2004)	City	75%
	Employee	25%

### **Indemnity Plan (Blue Care Elect PPO)**

All employees	City	75%
	Employee	25%

In the event that MIIA or the third party administrator acting pursuant to its Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments, the City shall immediately notify the Local 1144 and the parties shall bargain over the proposed change(s). In the event that the proposed change(s) is implemented, the City shall bargain with Local 1144 over the impact of the change(s).

## **Section 3. Health Insurance Reopener.**

In the event that the City of Taunton agrees to pay or, in fact, pays more than seventy-five percent (75%) of the cost of health insurance coverage for any of its employees, then the City will immediately notify the Union of said agreement or payment, and will immediately reopen this Agreement to renegotiate the percentage of the cost of health insurance for unit employees to be paid by the City.

## **Section 4. Dental Insurance.**

The City will actively seek through the request for proposal (RFP) process a group dental insurance plan of equal or greater value to replace the current BC/BS Dental Plan. If said plan is not found, the current BC/BS Dental Plan will remain in full force. (As of August 1, 2009, Altus Dental is the chosen dental coverage carrier.)

## **ARTICLE 6** **HOLIDAYS**

### **Section 1.**

Regular employees shall be paid for each of the following holidays, and for all State declared holidays unless said employee is held ineligible due to reasons noted in Section 1 (b).

*½ workday before New Year's  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving Day  
½ workday before Christmas  
Christmas Day*

*Independence Day  
New Year's Day  
Martin Luther King Day  
Washington's Birthday  
½ Day Good Friday  
Patriots' Day  
Memorial Day*

*(And any other day that may be declared a holiday by the President, by Act of Congress, the Governor of Massachusetts, or by General Court)*

In the event any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration.

### **Section 2.**

No employee will be paid for any of the holidays delineated in Section 1 (a) above or any other State declared holidays if the employee was on sick leave or leave without pay his/her last scheduled work day immediately prior to or his/her next scheduled work day immediately after a holiday. This section is not applicable to any employee who is on sick leave at least one (1) week prior to or after a holiday, who is hospitalized at any time during the holiday period, or to an employee's first absence in a fiscal year immediately prior to or after a holiday.

All employee's who are assigned to a seven (7) day schedule, the recognized holidays shall be celebrated the actual day of the holiday for benefits purposes.

### **Section 3.**

Any regular work day City Hall a/k/a Temporary City Hall closes, all Union members under the Contract that are required to work for a period of time that day will receive, in addition to their regular pay, comp hours equal to the closure period of City Hall. Any hours worked beyond 6.5 hours will be considered **paid** overtime hours. Said comp hours shall be taken with the Department Head's approval within ninety (90) days of the City Hall closing date.

#### **Section 4.**

All legal holidays shall be paid for at straight time. Legal holidays worked by the employee shall be paid as follows:

Regular pay for the day, plus time and one-half for the time worked up to six and one-half (6 1/2) hours, plus double time and one-half for all hours worked over six and one-half (6 1/2) on a holiday.

#### **Section 5.**

If a holiday falls within the vacation period, it shall not count as part of the vacation allowance used.

### **ARTICLE 7** **PERSONAL DAYS**

#### **Section 1.**

Upon request, five (5) days of personal leave shall be granted to each covered employee each contract year. A single personal day request will only require a 15 minute call in to the department manager or his/her designee, which approval shall not be arbitrarily or unreasonably withheld. Said personal days may be accumulated to a maximum of ten (10) days per contract year.

#### **Section 2.**

Employees may request in writing two (2) sick days be converted to personal days per contract year. These two (2) days will not be counted against the sick leave incentive. A copy of the approved request must be forwarded to the Human Resources Department and Treasurer's Office.

#### **Section 3.**

Employees hired after July 1, will be eligible for pro-rated personal days calculated monthly.

#### **Section 4.**

Unused personal days shall be paid upon retirement, death or resignation. In case of death, payment shall be made in full to the beneficiary and/or estate.

## **ARTICLE 8**

### **SICK LEAVE**

#### **Section 1.**

All employees of the City of Taunton, qualifying in accordance with Article IV Section 2 of this Agreement, shall be entitled to sick leave benefits after the employee has completed ninety (90) days of employment. These benefits shall be retroactive back to the first day of employment. Sick leave accumulation shall be unlimited, and shall not lapse. All permanent employees who had been in the service of the City of Taunton for six (6) years or more on July 24, 1946, shall be considered to have had the maximum sick leave to their credit on that date without consideration of such leave as they may have had prior to that date. Employees who had been in service less than six (6) years shall be allowed one and one-quarter (1 1/4) days for each completed month of service without regard to such leave as they had in the meantime. Employees shall be entitled to their sick leave as it becomes earned whether they have the maximum sick leave to their credit or not. Sick leave shall not be taken in advance.

#### **Section 2.**

Upon the request of the Department Manager, any employee covered by this Agreement shall furnish a certificate from an attending physician for all consecutive days off each leave beyond three (3) days, stating the nature of the illness and that the employee is able to return to work.

#### **Section 3. Notification**

An employee who is absent because of sickness shall notify his/her Department Manager or his/her designee as to the nature of his/her illness as early as practicable on the first day of such absence and every Friday thereafter as long as the employee is absent. The notification shall be made no later than one-half (1/2) after the beginning of the employee's day work shift. For the afternoon or midnight shift, the notification shall be made at least two (2) hours before the start of the respective work shift. In addition, upon first notification it shall be incumbent upon the employee to specifically advise his/her supervisor relative to the status of his/her sick leave credits as follows:

- 1) That he/she has sufficient credited leave to cover the period of illness, injury, or
- 2) That he/she is aware that leave taking in excess of the sick leave credit will automatically be charged against his/her vacation credits, unless
- 3) The employee specifically requests and receives approval for leave-without-pay to cover the excess leave; or

- 4) If the employee has neither sick leave nor vacation leave credits, he/she will be placed in a leave-without-pay status, unless circumstances indicate that other appropriate action should be taken. Failure to notify the Division or Department Manager of absence will result in the employee being placed on a leave-without-pay status

#### **Section 4. Prior Approval**

Request for sick leave (not of an emergency nature) for medical, dental, or optical treatment shall be submitted two (2) days prior to the beginning of the leave. This provision shall not apply to an employee whose appointment for such treatment has been re-scheduled so that the two (2) day notice cannot be fulfilled.

#### **Section 5.**

Whenever an employee is absent because of personal illness, the number of days absent with pay shall be charged against his/her sick leave credits on records kept in each department for all employees under its supervision and direction. Employees may use fifteen (15) sick days in a calendar year for family illness if they have sufficient sick leave credit. Family shall be defined as: spouse, child, grandchild, and members of the employees household, also parents whether they live within the household or not. A written certification will be required for absences for more than three (3) consecutive family sick days.

#### **Section 6.**

A permanent employee who is a member of the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed his/her duties as an employee of the City of Taunton and no sick leave which the employee may have accumulated shall be lost or lapsed because of military leave. The above regulations shall apply to all employees covered by this Agreement, if the employee returns to work within six (6) months after discharge.

**Section 7.** An employee whose service is terminated for any reason shall not be entitled to compensation in lieu of sick leave not used, except that an employee whose service is terminated by reason of death or retirement in accordance with regulations of the City of Taunton, Massachusetts Retirement system, shall be paid for accumulated sick leave at their regular rate of pay being received at the time of their death or said retirement, payable to the employee or his/her estate. Effective July 1, 2006 the payable amount will not exceed thirteen thousand dollars (\$13,000.00). This payout has two (2) options, either a one (1) lump sum or a five (5) year payout for the maximum amount. The employee must choose one option.

#### **Section 8.**

Any employee covered by this Agreement who is over the age of sixty-two (62), has worked for the City five (5) years or more but does not qualify for retirement under the provisions of the City of Taunton Retirement System, but is retiring under the provisions of the Social Security

System and is leaving the employ of the City of Taunton, shall be entitled to the same sick leave buy back as other employees covered by this Agreement.

### **Section 9.**

An employee with a historically high use of short-term sick leave, or an abusive pattern of using sick leave, shall first be counseled by the Department Manager. Upon request, the employee may have a Union representative present to assist. If such use or pattern continues, the Department Manager shall have the discretion to require such employee to provide a physician's certificate of illness as a condition of eligibility for sick pay. In determining which employees should be counseled, the Department Manager shall treat similarly situated employees alike.

A pattern of abuse includes, by way of example but not limitation: taking sick days connected to scheduled leave; taking a disproportionate number of sick days on or about weekends; taking sick days on days when the employee has other employment or self-employment; and regularly taking sick days at particular times of year.

Abusive sick time will be addressed with progressive discipline.

## **ARTICLE 9 SICK LEAVE INCENTIVE**

Employees covered by this Agreement shall be entitled to a sick leave incentive dollar amount for each calendar year per the following schedule:

Days Used	Incentive Amount
0	\$800.00
1	700.00

Usage of over 1 day will result in no dollar incentive for that employee. Donations to the sick leave bank shall not be counted as days used and days used while on Worker's Compensation shall not be counted as days used.

Any employee on Worker's Compensation for twelve (12) consecutive months will not be eligible for the sick leave incentive until the next annual payment after he/she has returned to work. Incentive will be paid the first pay period in February each year. Amounts will be pro-rata for employees who leave employ for each month of service and paid at the time of termination.

## **ARTICLE 10 VACATIONS**

### **Section 1.**

Effective July 1, 1982 vacation leave shall henceforth be accumulated on a fiscal year cycle. All employees covered by this Agreement shall be eligible for vacation credits on a pro-rata basis. In

the first year of employ vacation shall be pro-rata from date of employment through June 30th, based on a two-week per year accumulation: i.e. Employment date Feb.1, (Feb-June) equals 5 months times .8333 (10 vac. days divided by 12 months) = 4.17 days vacation to be credited as of July 1st. Each July 1st thereafter, through year four (4) an employee would be entitled to two (2) weeks vacation. Should an employee choose not to take an earned vacation period in a given year, said person may use it the following year in addition to the earned vacation period for that year. However, no employee may accrue more than two (2) years of additional vacation time.

In the case of death, any monies owed to the employees covered under this article shall be made in full to the employee's beneficiary and/or estate as designated by the employee.

All employees working for the City of Taunton while involved with the C.E.T.A. program will be credited for that employment for the purposes of computing vacation accrual.

## **Section 2.**

Any employee thereof, covered by this Agreement, who has worked continuously, shall be granted an annual vacation without loss of pay as follows:

5 years through 9 years = three (3) weeks vacation  
10 years through 16 years = four (4) weeks vacation  
17 years through 24 years = five (5) weeks vacation  
25 years and over will receive six (6) weeks vacation

The additional week shall be granted on the employee's anniversary date of employment. Upon retirement, death, or termination during any given year, any eligible person will be credited for outstanding earned vacation. The employee must notify his/her Department Manager two (2) days before the requested single vacation day.

## **Section 2(a).**

Employees will have the option to request a maximum of two (2) single vacation days per contract year with just twenty-four (24) hour notice.

## **Section 3.**

In the event the City Council approves a different vacation schedule for Administrators, during the term of this contract, the City will reopen this Agreement for unit employees to receive the same vacation schedule.

## **Section 4.**

In addition, all Local Union 1144 employees on the payroll as of February 10, 2003, shall be eligible to carry over an additional fifteen (15) furlough days above and beyond the limits detailed above in this section (without carryover restrictions).

### **Section 5.**

Vacations shall be approved and/or denied within one (1) week from date of request to allow employees to make arrangements in a timely manner for their anticipated vacation (i.e. Hotel and travel reservations).

## **ARTICLE 11** **BEREAVEMENT LEAVE**

### **Section 1.**

An employee covered by this Agreement shall be allowed bereavement leave with pay upon the death of the employee's spouse, child, grandchild, brother, sister, brother-in-law, sister-in-law, parent, grandparent, son-in-law, daughter-in-law, or upon the death of the employee's spouse's child, parent, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, significant other, or member of the employee's household. Such leave will extend from time of death until the tour of duty on the day following the funeral services, but shall not, unless special permission is granted by the chief executive officer, exceed ninety-six (96) hours.

### **Section 2.**

In addition, one (1) day of funeral leave shall be granted to those employees who attend funeral services for their aunt, uncle, niece, nephew or cousin.

### **Section 3.**

In the event any of the relatives mentioned in Section 2 above reside within the employee's household, said employee shall be granted three (3) days funeral leave.

### **Section 4.**

If out of state travel is necessary, additional time shall be granted, at the discretion of the Mayor, or his/her designee.

## **ARTICLE 12** **OVERTIME**

All time worked in excess of six and one-half (6 1/2) hours in any one day, or after thirty two and one-half (32 1/2) hours in any one week shall be paid at the rate of time and one-half of the hourly rate. Overtime will be rotated equally among those willing to accept it. Overtime shall not be paid twice for the same call back period.

## **ARTICLE 13** **WORKWEEK**

### **Section 1. Subcontracting.**

The City agrees to a pre-job conference between the Union and the City, before integrated work commences, for all jobs contracted out, to determine premium rates to be paid to City personnel when working with the contractor.

### **Section 2. Clerical Work Week**

The workweek for all Clerical workers covered by this Agreement shall be the same as the present time.

## **ARTICLE 14** **WORKING IN A HIGHER CLASSIFICATION**

### **Section 1.**

Employees assigned, with Department Manager approval, to work in a higher classification shall receive the higher rate of pay for all work after the second day of assignment to higher classification. Employees working in the same higher classification long term, with no break in service in that higher classification, shall be credited with such time for the purpose of step raises in the higher classification. This shall apply only if such employee is officially promoted to the higher classification title as defined by MGL Chapter 31.

### **Section 2. Work in a Lower Classification.**

Employees may work temporarily or part-time in a lower classification without any loss in pay.

### **Section 3. Temporary Assignment.**

Workers from one department can assist members of another department when assistance is required on a temporary basis. If temporary assistance is to exceed two (2) days, it will be subject to Union notification and approval.

### **Section 4. Volunteers.**

The City may utilize other Municipal Divisions and volunteer groups to perform work in other City Divisions so long as members of the work force are not displaced by doing so. Also, members of the work force may be required to assist other Municipal Divisions when directed by

the Department Manager. All of the preceding language is subject to Union notification and approval.

#### **Section 5.**

All wage rate increases set out below in the pay plan shall become effective July 1, 1999.

- a) Clerical employees shall reach their maximum pay within a period of three (3) years.
- b) To establish a three (3) step scale of wages for all employees hired after January 1, 1988. Advancement to the next step will be on the anniversary date of employment. Employees in all Divisions, except Clerical, Nursing Home, and Foreman, as of January 1, 1988 will be considered at Step III of the pay scale. New employees will start at Step I.
- c) Any employee that has to be away for one (1) or more weeks of training in the Armed Forces will receive their normal pay check from the City.

#### **Section 6.**

The payday may be changed from Thursday to Friday at the option of the City provided that all other Unions in the City agree.

### **ARTICLE 15** **LONGEVITY**

All City employees covered by this Agreement who have had continuous service with the City of Taunton will be eligible for longevity. *Increments will be as follows:*

5 yrs. +	\$1,166.55
10 yrs. +	\$1,484.70
15 yrs. +	\$1,802.85
20 yrs. +	\$2,121.00
25 yrs. +	\$2,969.40
30 yrs. +	\$3,312.80

Payment will be made in a lump sum the first pay period of October each year. Payment will be pro-rated for employees who leave employ for each month of service. Increments will be added to payment upon anniversary date of employment and paid the first pay period in October.

Any employee on Workers Compensation for twelve (12) consecutive months will not be eligible for longevity until the next annual payment after he/she has returned to work. Longevity will be paid the first pay period in October each year.

Amounts will be pro-rated for employees who leave employ for each month of service and paid at the time of termination.

All employees working for the City of Taunton while involved with the C.E.T.A. program will be credited for that employment for the purposes of computing longevity.

## **ARTICLE 16**

### **SENIORITY**

To the extent permitted by applicable law (including M.G.L. Chapter 31), seniority shall govern for all purposes. Seniority shall mean length of continuous employment in the bargaining unit.

In the event of reduction in force (RIF), the least senior employee shall be laid-off first. In the event that a laid-off employee(s) is or are recalled, the most senior laid-off employee will be recalled first.

Seniority shall also apply to the granting of benefits. Senior employees will get first choice on vacation scheduling.

The City reserves the right to promote and/or transfer the most qualified employee who has the required qualifications for the position into which they are to be transferred and/or promoted. All new hires will be restricted from transferring within their Union to another department until they have reached their one (1) year anniversary.

## **ARTICLE 17**

### **PROMOTIONS**

Any 1144B Clerical member promoted to a position in the COTMA Union carryover all vacation, sick and personal accruals; and will continue to accrue vacation in accordance with their total years of full-time, continuous service with the City of Taunton. Placement on the grid will be at the New Hire rate of pay (unless otherwise negotiated) and will continue along through Steps 1, 2, 3 and 4. After 2 years in said position, this employee will move to the appropriate step which corresponds to their total years of full time continuous service with the City of Taunton. All COTMA union probationary period will be followed.

**ARTICLE 18**  
**AUTOMOBILE/EDUCATION ALLOWANCE**

**Section 1. Education Incentive.**

The City shall reimburse employees covered by this Agreement the full cost of completed educational courses that are job or advancement related, subject to Department Manager approval and a passing grade for the course.

**Section 2. Automobile Allowance.**

Employees classified as a Principle Clerk & Field Worker, shall be paid a monthly automobile allowance of one hundred dollars (\$100.00).

**ARTICLE 19**  
**EMPLOYEE PROTECTION**

**Section 1. Safety.**

- a) The City will use no force or coercion on an employee endangering his/her life or the life of a fellow employee, nor will the City violate State and Federal Safety Ordinances or Laws.
- b) The Employer agrees to permit representatives of Laborers' International Union of North America, AFL-CIO and/or Local 1144 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.

**Section 2. Emergency Equipment and Training.**

- a) Wherever there is any safety or emergency equipment (i.e. fire extinguishers, breathing apparatus, emergency repair kits, emergent shower and eye wash, etc.) within the employee's regular work area, management shall instruct all employees on the proper use of such safety and emergency equipment.
- b) The City shall design a program once a year to train all employees who want to participate in learning First Aid and CPR. The City shall bear all costs for training and certification for all courses and other preventative safety courses.
- c) Each division shall develop and train employees in the safe operation of equipment and machines, in the safe handling of materials and chemicals, and procedures for emergency situations that may occur (i.e. power outages, fires, chemical spills, etc.).

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

#### **Section 1.**

There shall be a Union Grievance Committee composed of not more than three (3) employees from within the bargaining unit who shall be designated by the Union to process differences that may arise between the parties in the manner hereinafter provided.

#### **Section 2.**

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Employer and the Union, or between the Employer and any Employee with respect to the interpretation, application, claim or breach or violation of any of the provisions of the Agreement.

#### **Section 3.**

Any such grievance shall be settled in accordance with the following procedure:

- a) A grievance shall be presented by the aggrieved employee and the Union Steward within five (5) days of the alleged grievance, to the Division or Department Manager, who shall give his/her answer within five (5) working days thereafter.
- b) Failing to settle the grievance under Section 3(a), it shall be reduced in writing by the employee and presented to the Department Manager or Director by the aggrieved employee and Union representatives and the Department Manager or Director shall give his/her answer in writing within five (5) days thereafter.
- c) Failing to settle the matter under Section 3(a) or 3(b) the aggrieved employee, Union representative, the Mayor and/or City officials shall meet within five (5) working days, and an answer shall be given in writing within five (5) working days thereafter. In the event the Department Manager or Director or Mayor or both are absent from the City at the time of the alleged grievance, the time period in Section 3(b) and Section 3(c) shall commence to run as of the next time the Department Manager or Director shall return to the City.
- d) The Union and the City agree to accept and act promptly upon any grievance of a general nature received from one another. Any such grievance will be presented in writing and will be processed in accordance with paragraphs (c) and (e) hereof.
- e) In the event the grievance is not settled in a manner satisfactory to the aggrieved party, they, together with the Union, may submit such grievance to arbitration in the manner provided herein-by filing a demand for arbitration with the American Arbitration Association or the Massachusetts Department of Labor Relations (DLR) within forty-five (45) business days after its receipt of the section c above.

- f) A grieved employee shall have sufficient amount of time to discuss with their union steward, without loss of pay, such matter with prior notice to the department head. Sufficient time shall not exceed one (1) hour.

- g) Add Weingarten Rights

#### **Section 4. Arbitration Procedure.**

Shall be as follows:

- a) The Union and the City will attempt to agree on an impartial arbitrator to hear and decide the unresolved grievance. Both parties agree that the arbitrator's decision will be final and binding; the cost of the arbitration will be borne equally by the City and the Union. If the City and the Union cannot agree on the individual to serve as an impartial arbitrator within a reasonable time, the arbitrator shall be selected by the American Arbitration Association and/or the Massachusetts Department of Labor Relations (DLR) with mutual agreement by both parties, pursuant to the Voluntary Labor Arbitration Rules of said Association. Either party may submit a request to the American Arbitration Association for appointment of an impartial arbitrator.
- b) Union Stewards and Officers shall be granted sufficient time off during working hours to investigate and/or resolve grievances and/or complaints. Union Stewards and Officers shall be granted such time off without loss of pay.

#### **Section 5. Arbitration.**

Aggrieved members shall have the right to Union representation including International Representatives through the entire course of the grievance procedure. Nothing in this grievance procedure shall be construed to change, conflict, amend or affect in any way the rules and regulations of Civil Service of Massachusetts General Laws, Chapter 31.

### **ARTICLE 21** **MISCELLANEOUS PROVISIONS**

#### **Section 1. Notification of Accrued Sick Leave, Vacation, Personal Days and Compensatory Days.**

The Employer agrees to notify all employees of accrued sick leave, vacation, personal days and compensatory days each month.

#### **Section 2. Meal Allowance.**

During snow removal and emergencies when employees are required to work through the supper hour, the Employer agrees to compensate all employees required to work, including clerical, for

a meal not to exceed seven dollars and fifty cents (\$7.50). These Employees shall be furnished the meal every four (4) hours of continuous work thereafter. In the case of call backs, meal allotments will be allowed every four (4) hours of continuous work. In cases of emergency, employees shall receive a meal allowance every four (4) hours of actual labor and every four (4) hours thereafter. Supper hour shall be defined as two hours from the completion of the regular shift.

### **Section 3. Bulletin Boards.**

The Employer shall allow the Union to use Department Bulletin Boards for the posting of Union notices, rules and regulations appearing over the signature of either the President or the Secretary of the Local Union. 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 a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

### **Section 4.**

Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and any benefits, privileges or working conditions existing prior to this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying, or changing such benefits, privileges or working conditions, it shall be subject to negotiation between the parties.

### **Section 5. Seminar and In-Service Programs.**

The City shall pay employees for time and registration fees for Seminar and In-Service Programs and Regional Meetings, if approved by Department or Division Head.

### **Section 6. Glasses and Dental Plate Repair.**

The City will pay for the repair of glasses and dental plates when broken on the job, provided the employee has two (2) witnesses or approval by the Department Supervisor. If any claims are proven to be fraudulent, all persons involved will be subject to dismissal. All replacement of glasses shall be safety glasses. In the event there are excessive claims during the first two (2) years, the Mayor reserves the right to terminate this Section after meeting with Union Representatives.

### **Section 7. Transfers – Clerical.**

- a.) All positions shall be posted in all Divisions. When a reduction in the number of employees occurs, anyone to be laid off will have first preference to any or all posted positions. They will be transferred to a comparable position without loss of pay. If, in the future, the laid-off position is to be refilled, the transferred employee shall have first preference to return to his/her original position.
- a1.) Job Postings: The City agrees to provide to the Business Manager of the Bargaining Unit copies of Local 1144B job postings on the same business day they are posted.
- b.) Any new hire will be restricted from transferring within their Union to another department until they have reached their one (1) year anniversary.

### **Section 8. Employee Lunch/Break Room.**

Whenever feasible the City agrees to provide a break room for employees covered by this Agreement in all Divisions.

### **Section 9. Physical Examinations.**

Any employee required to take physical examinations shall have such scheduled during their regular working hours, and be permitted to attend without a loss of wages.

### **Section 10-Jury Duty**

After the statutory requirement of paid salary (now 3 days), the City will allow the employee to utilize their own vacation or personal time while required to serve on a jury.

### **Section 11 – Job Description Committee**

A joint City and Union job description committee is established so far as the City agrees to provide a job description to the Union of an upcoming post and the Union agrees to a two (2) business day turn around for comments, agreements and objections.

## **ARTICLE 22** **SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the take-over, assumption or contracting out of any plant, operation, function, or part thereof.

It is agreed that a successor employer shall continue the employment of present employees who seek such employment. However, the Union shall have the right to renegotiate this Agreement or portions thereof with any successor or assign, and the Union shall also have the right to terminate the Agreement with the successor or assign upon written notice to said successor or assign.

## **ARTICLE 23**

### **SICK LEAVE BANK**

The City and the Union hereby establish a Sick Leave Bank for all bargaining unit employees. The Bank will be governed by a five (5) person Board of Directors: three (3) of the five (5) Directors shall be appointed by and serve at the discretion of the Union and two (2) of the Directors shall be appointed by and serve at the discretion of the City. The Board shall promulgate the rules and regulations of and for the Sick Leave Bank. All rules and regulations must be consistent with the following negotiated principles:

- a) No sick leave will be issued to any employee who has not already exhausted his/her own allotment of sick leave from the City.
- b) No sick leave will be issued to any employee who is not seriously ill.
- c) Applicant to the sick leave bank must be a Union member.
- d) In those Divisions where temporary and provisional employees receive the same benefits as permanent employees, all employees (permanent, temporary and provisional) can apply to the bank. In those Divisions where temporary and provisional employees do not receive the same benefits as permanent employees, only permanent employees can apply to the bank.
- e) Applicant must fill out an application form that the Stewards will have.
- f) Application must be accompanied by a doctor's certificate stating the nature of the illness and the expected duration of the applicant's absence.
- g) Board recommends that application be submitted in sufficient time (such as two weeks) prior to the exhaustion of his/her own sick leave.
- h) The Board reserves the right to call in a doctor of their own choice for examination and consultation.
- i) Any person who, in the Board's opinion, has abused sick leave in the past will not be eligible to receive any days from the sick leave bank.
- j) No retroactive sick leave will be granted.
- k) Maximum amount of time granted by the Board to an individual will be thirty (30) working days before a review.
- l) The Board will report to the applicant and the membership its decision with supporting reasons.
- m) The Board will allow appeal review, however, the Board has the final say.

- n) The Board reserves the right to open a review of a case at any time
- o) The Mayor's Office will notify Divisions to dock one sick day from each permanent Union employee at the beginning of each fiscal year. The City and the Union will not deduct any sick days on July 1 of the upcoming years until the floor of 1500 sick bank days has been reached.
- p) Employees awaiting workers compensation may barrow from the bank if their own sick leave is exhausted, but the time granted from the Bank must be returned to the Bank when worker's compensation restoration is made.
- q) Any unused time issued from the bank is to be returned to the bank after the members returns to work.
- r) The decision of the Sick Bank Board of Directors is final and is not subject to the grievance and arbitration procedure.

All members of the bargaining unit will contribute one (1) sick leave day to the Sick Leave Bank on July 1, 1983. Employees covered by this contract may, upon retirement or death, contribute up to a maximum of Thirty (30) unused sick leave days to the Sick Leave Bank.

## **ARTICLE 24**

### **LEAVE OF ABSENCE**

#### **Section A. Family and Medical Leave Act.**

Employees shall be granted up to twelve (12) weeks leave under the Family and Medical Leave Act of 1993 with all rights and benefits set forth by said Act. For the purposes of defining the leave year in accordance with the provisions of the Family and Medical Leave Act (FMLA), said year shall be defined by contract fiscal years, i.e. July 01, 2009 through June 30, 2010.

#### **Section B. Unpaid Leave of Absence.**

An employee wishing a leave of absence must notify the Human Resources Director twenty-one (21) calendar days prior to the start of requested leave. An employee may, upon written request and with the approval of the Human Resources Director, be granted an unpaid leave of absence for good and sufficient reasons not to exceed three (3) months. Upon further approval of the Human Resources Director, an additional leave of absence for an employee's personal medical illness (accompanied by proper medical certification) may be extended every three (3) months for an additional nine (9) months. During leaves of absence, sick leave and vacation time shall not accrue and clerical incentives will be pro-rated. [Civil Service positions follow the provisions of MGL Chapter 31, Section 37].

#### **Section C. Maternity/Paternity Leave.**

Any member who is entitled to either parental or newborn leave pursuant to the provisions of the FMLA shall have one week of paid parental or newborn leave without loss of pay, seniority

(including the accumulation of seniority) or benefits in any way, and may at his/her option take up to the remaining eleven (11) additional weeks that are allowed by the FMLA out of any accrued sick, vacation or personal time that he/she has accumulated without loss of pay, seniority or benefits

**ARTICLE 25**  
**PAYROLL & WAGES**

Effective January 1, 2010 or at a date following, when all general government employees have agreed, employees will be required to enroll in direct deposit.

July 1, 2017 – June 30, 2018	2% increase
July 1, 2018 – June 30, 2019	2% increase
July 1, 2019 – June 30, 2020	2.5% increase

**ARTICLE 26**  
**TERMINATION AND EXTENSION OF AGREEMENT**

**Section 1.**


This Agreement shall take effect July 1, 2017 and shall remain in full force and effect during the period through June 30, 2020.

Either party may give to the other written notice of its desire to modify this Agreement or to negotiate a successor Agreement at least sixty (60) days prior to the expiration date by mutual consent or agreement of the representatives of the City and the Union.

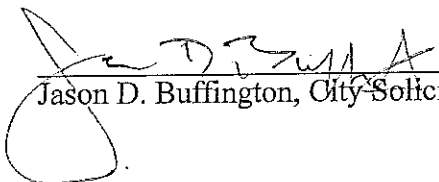
**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives, as of this

January 9, 2018.


**CITY OF TAUNTON, MASSACHUSETTS**

  
\_\_\_\_\_  
Thomas C. Hoyer Jr, Mayor

**Approved as to Form and Content**

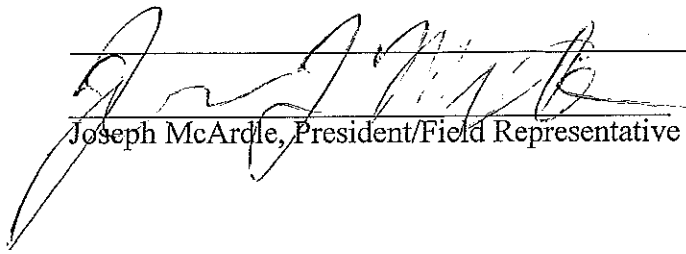
  
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Jason D. Buffington, City Solicitor

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL  
IN BEHALF OF  
PUBLIC EMPLOYEES LOCAL 1144  
OF THE LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**



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Mary Heim, Business Manager, Local 1144



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Joseph McArdle, President/Field Representative

## **SALARY WAGE SCHEDULE**

Effective: July 1, 2017 -June 30, 2018 2%

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Junior Clerk</b>	546.95	566.1	581.83	597.70
<b>Senior Clerk</b>	601.64	612.09	622.63	633.24
<b>Principal Clerk</b>	641.10	652.95	664.79	676.66
<b>PC &amp; Field Worker</b>	665.85	677.7	689.52	701.41
<b>Head Clerk</b>	735.91	747.76	759.65	771.41
<b>Head Admin. Clerk</b>	871.50	887.63	903.71	919.95

Effective: July 1, 2018-June 30, 2019 2%

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Junior Clerk</b>	557.89	577.42	593.46	609.65
<b>Senior Clerk</b>	613.67	624.33	635.08	645.90
<b>Principal Clerk</b>	653.92	666.01	678.08	690.19
<b>PC &amp; Field Worker</b>	679.16	691.25	703.31	715.44
<b>Head Clerk</b>	750.63	762.72	774.84	786.83
<b>Head Admin. Clerk</b>	888.93	905.39	921.78	938.35

Effective: July 1, 2019-June 30, 2020-2.5%)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Junior Clerk</b>	571.84	591.86	608.30	624.89
<b>Senior Clerk</b>	629.01	639.94	650.96	662.05
<b>Principal Clerk</b>	670.27	682.66	695.03	707.45
<b>PC &amp; Field Worker</b>	696.14	708.53	720.89	733.33
<b>Head Clerk</b>	769.39	781.79	794.21	806.50
<b>Head Admin. Clerk</b>	911.15	928.02	944.83	961.81