

Agreement

Between

Town of Uxbridge

and

Local 888



SEIU®

Stronger Together

CRW-CLC

Town Employees Unit A

July 1, 2023 – June 30, 2026

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ARTICLE 1 - RECOGNITION

Pursuant to M.G.L. Chapter 150E, the Town Manager of the Town of Uxbridge, Massachusetts (the "Employer") recognized Local 888 of the Service Employees International Union (SEIU), Local 888, CTW-CLC (the "Union") as the sole and exclusive bargaining unit for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

The bargaining unit shall consist of all full-time and regular part-time employees of the Town Hall, Police Department, Library and Council on Aging, excluding all managerial, confidential, temporary and casual employees, Police Officers, Officials and the Selectman's Secretary.

Temporary and casual employees shall not exceed ten (10) hours per week for more than six (6) months during any twelve (12) month period. In extenuating circumstances, the Employer and the Union may agree to extend the number of hours per week and/or the duration of time for temporary and casual employees. In such extenuating circumstances, the parties shall have a written agreement specifying the hours per week of work and the duration of time. Such agreements shall be non-precedent setting and shall be considered on a case-by-case basis.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Town's operations, working force and facilities are exclusively vested in the Town. Without limiting the generality of the foregoing, the Town has the right to plan, direct and control the Town operations and working force, to hire, transfer, promote, assign and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees for just cause, to evaluate employees, determine the hourly, daily and weekly schedules of employment, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively with the Town.

Any of the rights, powers and authorities which the Town had prior to entering into this collective bargaining agreement are retained by the Town, except as modified by this Agreement.

Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Town which may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts.

ARTICLE 3 — UNION DUES

The Employer shall deduct regular Union Dues each week from the paycheck of each employee who certified, in writing, authorization for such deduction. Such deductions shall be remitted weekly to the union. A list with each employee's name, the amount deducted from each

employee's paycheck, and the week for which the deduction was made, shall accompany the remittance. The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits and other forms of liability which may arise by reason of any action taken in making decisions and remitting same to the Union pursuant to the provision of this Article.

ARTICLE 4 — AGENCY FEE

Each employee not choosing to belong to the Union shall have the option to choose to pay an agency fee to the Union. The agency fee shall be equal to an amount allowable by law. An employee may request a rebate of any portion of the fee to which the employee may be entitled under law.

ARTICLE 5 — NON-DISCRIMINATION

The Employer shall not discriminate against any employee because of race, creed, color, sex, age, ethnic background, handicap(s), or Union affiliation.

ARTICLE 6 — HOURS OF WORK

The regular hours of work each day shall be consecutive except for breaks or meal periods. These breaks and meal periods shall not be construed as interrupting what would otherwise be deemed "consecutive hours of work."

ARTICLE 7 — WORK WEEK

The work week for DPW, Council on Aging and Fire employees shall consist of five (5) consecutive days out of seven (7) days between the following hours:

The normal work week for the DPW employees are:

Monday: 8:00 A.M. to 4:00 P.M.

Tuesday: 8:00 A.M. to 4:00 P.M.

Wednesday: 8:00 A.M. to 4:00 P.M.

Thursday: 8:00 A.M. to 4:00 P.M.

Friday: 8:00 A.M. to 4:00 P.M.

The normal work week for the Council of Aging and Fire employees are:

Monday: 8:00 A.M. to 4:00 P.M.

Tuesday: 8:00 A.M. to 4:00 P.M.

Wednesday: 8:00 A.M. to 4:00 P.M.

Thursday: 8:00 A.M. to 4:00 P.M.

Friday: 8:00 A.M. to 4:00 P.M.

The Library employees shall continue the practice of working on Saturday during the Library's regular hours and on Friday during the Library's summer hours. Their hours are:

Monday: 10:00 A.M. to 8:00 P.M.

Tuesday: 10:00 A.M. to 5:30 P.M.

Wednesday: 10:00 A.M. to 5:30 P.M.

Thursday: 10:00 A.M. to 8:00 P.M.

Saturday: 9:00 A.M. to 2:00 P.M.

During the Library's summer schedule, employees will work on Friday from 9:00 A.M. to 2:00 P.M, as the Library is closed on Saturdays."

For the Town Hall employees, the work week shall consist of four (4) consecutive days out of seven (7) and the work week shall be Monday through Thursday. Effective no sooner than December 1, 2008, the normal work week for full-time Town Hall employees shall be:

Monday: 7:30 A.M. to 5:00 P.M.

Tuesday: 7:30 A.M. to 5:00 P.M.

Wednesday: 8:00 A.M. to 7:00 P.M.

Thursday: 7:30 A.M. to 5:00 P.M.

The Employer shall provide employees with thirty (30) days' advance notice, in writing, of any change in work schedule the Employer wishes to implement.

ARTICLE 8 — WORK DAY, MEAL PERIOD AND BREAKS

Each full-time employee shall receive two (2) fifteen (15) minute work breaks, for which he/she shall be paid, the first shall be taken in the first half of the day and the second shall be taken in the second half of the day; and one-half (1/2) hour meal period, for which he/she shall not be paid, mid-day through the work day. If the employee wishes, he/she may combine the work break(s) with the meal period to allow up to one (1) hour for a meal period. The above reference to the one-half (1/2) hour unpaid meal period shall not apply to the Library employees who will continue to work and be paid for eight (8) hours with the meal time taken as per current practice.

Employees working less than eight (8) hour day shall be entitled to work breaks at the rate of seven and one-half (7 ½) minutes for each hour worked, not to exceed fifteen (15) minutes for each four (4) hours worked. Supervisors are encouraged to make standard break times for those employees who work schedule is consistently below eight (8) hours.

ARTICLE 9— REGULAR FULL TIME EMPLOYEES

An employee who works twenty (20) or more hours weekly and who maintains continuous, regular employment status shall be considered a regular full-time employee. Upon written approval by the Employer, under special conditions (i.e., illness, injury, etc.) a full-time employee may work less than customary hours for a specified, short term, not to exceed three (3) months, without losing full-time employee benefits. Upon Termination with the town, an employee will receive their accrued unused vacation time; excluding person time, sick time and sick incentive.

Paid leave (i.e., vacation, paid holidays, sick time, personal time) shall be calculated by using the actual hour work day times the rate of pay-per-hour

ARTICLE 10 — REGULAR PART-TIME EMPLOYEES

An employee who works ten (10) or more hours per week, but less than a regular full-time employee, shall be considered a regular part-time employee. Each regular part-time employee shall be entitled to benefits established by this collective bargaining agreement, on a pro-rated basis. Upon Termination with the town, an employee will receive their accrued unused vacation time; excluding person time, sick time and sick incentive.

The pro-ration of benefits under this Article shall occur on June 30th of each year, based on the average number of hours per week worked by a regular part-time employee for the preceding fiscal year.

ARTICLE 11— PROBATIONARY PERIOD

Each newly hired employee shall serve a probationary period. The probationary period shall start on the date of hire by the Town and continue for six (6) months. The probationary employee shall be entitled to the following benefits, as provided to all other employees covered under this Agreement:

1. Health and Life Insurance benefits
2. Holiday and Jury Duty Pay
3. Bereavement Leave
4. Family and Medical Leave
5. Accrual of Sick and Vacation Leave

During the probationary period an employee is not entitled to use paid vacation, personal and/or sick leave.

Probationary employees shall not have seniority rights and may be disciplined, including discharge, at the discretion of the Town, and such action shall not be subject to the provisions of Article 20, Grievance Procedure, of this Agreement.

After successfully completing the probationary period, the employee shall be entitled to all benefits and provisions of this Agreement.

ARTICLE 12 — UNION STEWARD

The Union shall notify the Employer of the identity of the Steward immediately after he/she has been appointed. The Steward shall not be denied the time requested to investigate grievances and discuss grievances with the Town Manager or their designee as required by the Union.

In the event the Steward is unavailable, due to any type of leave or day off, the union may designate a member as a fill in Steward.

ARTICLE 13 — OVERTIME

Employees shall be paid one and one-half (1 1/2) times their regular hourly rate for all time worked in excess of forty (40) hours in one (1) week. This shall include overtime for regular

work duties, election work and for training, and will be in conformance with Article 44. All paid leave time shall be considered as time worked for the purpose of computation of overtime.

Overtime shall be equally distributed to qualified employees within the department in which it is available. An overtime roster shall be posted by the Department Head (or his/her designee) in a conspicuous place. Such a roster shall consist of the names of the qualified employees within the department listed in order of seniority as defined in Article 15, Seniority.

Employees who are required to attend meetings or to work or train above and beyond their regularly scheduled day will be compensated as follows:

1. The first half-hour (1/2) at straight time;
2. All time beyond the first half-hour (1/2) at one and one-half (1 1/2) times their regular hourly rate; and
3. There shall be a two (2) hour minimum paid for night meetings, including training.

ARTICLE 14 — RECALL TO DUTY

An employee called into duty for any unscheduled recall to duty shall be paid a recall incentive of ten dollars (\$10.00), plus an hourly rate, including time and one-half (1 1/2) for any hours over eight (8) hours in one (1) work day, or forty (40) hours worked in one (1) week. Overtime pay shall be in accordance with Article 13, Overtime.

Regularly scheduled recall shall be paid in accordance with Article 13, Overtime. Regularly scheduled recall shall be subject to the approval of the Town Manager.

ARTICLE 15 — SENIORITY

Seniority shall be defined as the length of continuous service in any position within the bargaining unit from the first day of employment. Contractual and/or other authorized leaves of absence will not be considered a break in seniority. Work performed in other Town departments will be credited towards length of service in determining eligibility for benefits (i.e., vacations, sick leave, personal leave, etc.), but will not be credited toward continuous service in computing bargaining unit seniority (i.e., job bidding, reduction in force, etc.).

ARTICLE 16 — PRIVATE WORK

No employee shall be required on other than a voluntary basis on mutually agreeable terms and conditions to fulfill duties which extend into non-Town work (private work).

ARTICLE 17 — CONTRACTING AND SUBCONTRACTING

The Employer shall be allowed to contract or sub-contract out any work normally performed by Town employees covered by this Agreement, based on operational and/or economic need provided such action shall not result in the lay-off or reduction of hours of bargaining unit employees or the elimination of bargaining unit positions with notification to the Union

ARTICLE 18 — EMPLOYEE EVALUATIONS

At least once a year, and at regularly scheduled intervals, all employees subject to this Agreement shall be evaluated by their supervisors. These evaluations shall be performed on forms generally acceptable in normal personnel functions.

Prior to each evaluation period, the supervisor shall meet with the employee and inform the employee of the general performance dimensions and current job description. Whenever there are major duty changes implemented because of technological changes or for other reasons, these changes will be reflected in an updated job description written by the supervisor and placed in the employee's personnel file. Employees will acknowledge receipt of a copy of the changed job description by signing the copy placed in the file, with a copy given to the employee.

All evaluations shall be performed with the employee and supervisor and shall be conducted in a manner consistent with standard personnel procedures.

All completed evaluation forms shall be maintained in confidential files in the office of the Town Manager.

ARTICLE 19 — DISCIPLINE AND DISCHARGE

In instances where the integrity of the Town may be in jeopardy (felony convictions, moral turpitude), the Town Manager or their designated representative may suspend or discharge the employee immediately subject to the just cause standard.

Disciplinary procedures or measures shall be progressive and include only the following:

Step 1: Oral warning from the Department Head to the employee in the presence of the Steward.

Step 2: Written warning from the Department Head to the:

- a. Employee,
- b. Steward
- c. Union National Representative.

Step 3: Suspension with written notice as in Step 2.

Step 4: Discharge with written notice as in Steps 2 and 3.

In cases of serious misconduct, the above steps may be accelerated. In cases involving mitigating circumstances, the above steps may be repeated.

Steps 3 and 4 may only be imposed by the Department Head and/or the Town Manager.

The Employer is encouraged to counsel their employees as needed prior to the implementation of the procedures of this Article.

Disciplinary actions shall be removed from an employee's record if no infraction has occurred after two (2) years.

In unusual circumstances this Article may be altered by mutual agreement.

ARTICLE 20 — GRIEVANCE PROCEDURE

Step 1. An employee, with or without the Union Steward, shall discuss orally, his/her grievance with his/her Department Head within thirty (30) calendar days of having been, or knowledge of having been, aggrieved. The Department Head's response shall be due, in writing, within ten (10) working days of the oral discussion.

Step 2. If the matter has not been settled at Step 1, the Union Steward and/or Representative, with or without the aggrieved employee, may submit the grievance to the Town Manager, in writing, within ten (10) working days of the due date of the Department Head's response. The Town Manager's decision shall be due within twenty (20) days of receipt of the grievance.

Step 3. If the grievance has not been resolved at Step 2, the Union and/or Representative, with or without the aggrieved employee, may submit the grievance to the Board of Selectmen, in writing, within ten (10) working days of the due date of the Department Head's response. The Board of Selectmen's decision shall be due within twenty (20) days of receipt of the grievance.

Step 4. If the grievance is still not settled, within thirty (30) days after the Board's response at Step 3, the Union and/or the Town may request arbitration through the State Board of Conciliation and Arbitration. Within fifteen (15) working days after notifying the Board of Selectmen in writing that it desires to arbitrate a grievance, the Union shall file for Arbitration. The decision of the Arbitrator shall be binding on both parties and shall be enforceable under and subject to the provisions of General Law Chapter 150E, as amended; however, the Arbitrator shall not have jurisdiction and authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The Arbitrator shall not have jurisdiction or authority to render any decision which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts. The fees and expenses of the CMBCA/Arbitrator shall be borne equally by the Union and the Town.

If the employer fails to respond within the specified time limits the grievance will be moved to the next step. If the Union and/or employee fails to file or move the grievance forward within the specified time limits, the grievance will be considered dropped or settled consistent with the Employer's last response. All responses must be in writing and within the specified time limits.

ARTICLE 21 – HOLIDAYS

All employees covered by this Agreement shall be paid for the following holidays:

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

A floating holiday (1) for essential departments that work on Fridays. Essential departments include Fire, Library, Senior Center, and DPW.

If one of the above holidays falls on an employee's day off, the nearest scheduled working day shall be considered the holiday.

If one of the above holidays falls on a Friday or Saturday, the Town Hall union members get Thursday off as the holiday, and the DPW, Fire and COA union members get Friday off as the holiday.

If one of the above holidays, except for Juneteenth and the Fourth of July, falls on a Friday or Saturday, the Library union members get Saturday off as the holiday. Because the Library is closed on Saturdays during its summer hours, Library union members will get Friday off for Juneteenth and the Fourth of July.

If one of the above holidays falls on a Sunday, all union members get Monday off as the holiday.

On the days before Thanksgiving Day, Christmas Day, and New Year's Day, employees will work one-half (1/2) day and be compensated for their regularly scheduled hours. If an employee's regularly scheduled work day begins later than the department's reduced hours of operation on these days, they will still be compensated for their regularly scheduled hours.

If an employee's scheduled day of work falls on the Friday or Saturday after Thanksgiving, they will receive the day off with pay.

Holiday pay shall be granted only if the employee is not absent without leave on his/her last scheduled work day before, or next scheduled work day after, the day in which the holiday is observed.

ARTICLE 22 — VACATION

Length of Continuous Service

Six (6) months but less than one (1) year
One (1) year but less than five (5) years
Five (5) years but less than ten (10) years
Ten (10) years but less than fifteen (15) years*
Fifteen (15) or more years*

Annual Amount of Vacation

One (1) Week
Two (2) Weeks
Three (3) Weeks
Four (4) Weeks
Five (5) Weeks plus one day for each year thereafter to a maximum of six weeks (30 days)

* The work is based on regularly scheduled hours

The vacation year is July 1st through June 30th. Employees terminating employment prior to July 1st shall receive pro-rated vacation pay equivalent to that portion of the vacation year which was worked, measured from the previous July 1st.

Employees shall be allowed to carry over to the next vacation year a maximum of two (2) unused vacation weeks. These two (2) vacation weeks must be utilized by December 31st.

Beginning July 1, 2023 moving forward, for the purpose of calculating accrued vacation, the town may credit a new hire with up to one additional vacation week for prior experience under the discretion of the Department Head and or Town Manager. The provision is no way affecting the calculation for Seniority as defined in Article 15. (Refer to Article 10)

Vacation requests shall be made in writing at least one (1) week prior to the start of the vacation being requested. Vacation approvals and/or denials shall be made, in writing, within three (3) working days.

Seniority shall be the determining factor in the granting of vacation requests. Requests for vacation shall not be unreasonable denied.

In order to be granted by seniority, vacation requests made for the period between June 15th and September 15th must be submitted by March 1st. Any requests made after March 1st for vacations during this period will be granted on a first request basis, seniority will be the determining factor only if common requests are received, in writing on the same date.

The Union will agree to changing vacation to an accrual when accrual is the standard for all Town employees. Prior to any implementation, the parties agree to bargain the details and other concerns such as bargaining unit members receiving their allotment on July 1st of the year that this will be implemented, the details of the monthly accrual, and the amount of days allowed to carry-over.

ARTICLE 23 — PERSONAL LEAVE

As employee may be granted paid personal leave at the discretion of the Town Manager and/or their designee on the following terms:

1. Not more than three (3) days per fiscal year may be granted;
2. Leave may only be granted for personal business which requires the employee's presence and cannot be accomplished other than during working hours; and
3. Request(s) for leave shall be made in writing at least five (5) working days prior to the day requested, except in cases of emergency.

Personal leave days may not be carried over from one vacation year to the next. Requests for personal leave shall not be unreasonable denied. After six months of employment, employees are eligible for personal time benefits.

ARTICLE 24 — LEAVE OF ABSENCE

Employees covered by this Agreement may, at the discretion of the Department Head, be granted a leave of absence of up to two (2) weeks, without pay. Leave of absence requests for more than two (2) weeks must receive approval of the Town Manager.

An employee who feels he/she has been denied a leave of absence for unjust cause may grieve the decision directly at Step 2 of Article 20, Grievance Procedure.

Except as otherwise provided by law or agreement, all leaves of absence shall be without compensation and shall be subject to the approval of the Department Head and, in the instance of any such leave exceeding two (2) weeks, to the approval of the Town Manager.

ARTICLE 25 — FAMILY AND MEDICAL LEAVE

The Town agrees to abide by the provisions of the Family and Medical Leave Act of 1993.

To the extent required by the federal Family and Medical Leave Act and the Massachusetts Small Necessities Leave Act, and subject to the requirements of same, employees shall be granted leave with neither, wages nor other compensation nor benefits for up to twelve weeks in any calendar year. However, so far as is consistent with those statutes and regulations promulgated thereunder, the Town Manager must approve such use in writing, in advance, and may require:

- a. A written statement of the reason for such a leave request when the request is made (or as soon as practicable thereafter in case of emergency);
- b. Periodic reports as to when the employee expects to return; and
- c. Supporting documentation where deemed necessary or advisable.

The provisions of this paragraph are intended solely to recognize the requirements of the foregoing statutes, rather than add to same, and any issue with respect to same shall be subject to the grievance provisions of this Agreement. The Town Manager may in its sole discretion grant additional, unpaid leave for reasons which would qualify under the aforementioned statutes, but its decision as to any such request shall neither be subject to the grievance provisions of this Agreement nor subject to challenge in any other forum. In the case of any such leave, seniority for all purposes shall cease to accrue twelve weeks after the date the leave commences and no shall any benefits accrue during such leave.

Any request for a leave of absence shall be submitted in writing by the employee to the Department Head. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Any authorization for a leave of absence shall be furnished to the employee by the Department Head, with the approval of the Town Manager, and it shall be in writing.

ARTICLE 26 — MILITARY LEAVE

Any employee who leaves to enter into active service of the armed forces of the United States shall be granted an unpaid leave of absence for the period of his/her military service. If the employee does not return to work for the Town within thirty (30) calendar days after being discharged by the military, he/she shall be deemed to have resigned from the Town's employment.

ARTICLE 27 — BEREAVEMENT LEAVE

For the purpose of this section, immediate family shall mean: mother, father, brothers, sisters, sons, daughters, spouses, domestic partners, step-parents, step-sons, step-daughters, and grandparents.

In the event of the death of an immediate family member of an employee or his/her spouse, he/she may be absent from work with pay as follows at the employee's discretion:

Five (5) days for a spouse, mother, father, sons, daughters, domestic partners

Three (3) days for brothers, sister, grandparents, step-parents, step-sons, step-daughters

One (1) day for an aunt or uncle

Any additional time required can be granted at the discretion of the Town Manager and/or Department Head.

ARTICLE 28 – SICK LEAVE, SICK INCENTIVE & SICK LEAVE BANK

SICK LEAVE

Each employee shall be granted one and one-quarter (1 ¼) sick leave days per month. These days shall be credited on the first day of each month.

There shall be a limit of the amount of sick leave the employee is able to accrue of one hundred eighty-five (185) days.

Workers' Compensation may be supplemented with sick leave to equal the employee's weekly pay.

The Town Manager may require a doctor's note when the employee is out for three (3) consecutive days.

Employees shall be allowed the option of using sick leave to care for an immediate family member or a family member who resides in his/her household.

In the event of hospitalization of an immediate family member, as defined in Article 27, Bereavement Leave, where the family member is on the danger list or in critical condition, the employee shall be allowed to use sick leave to be in attendance with that family member.

Employees will be notified each July 1st - July 15th and each January 1st - January 15th of their accumulated Sick Leave and Vacation Leave. The employee will then have thirty (30) days to challenge the accuracy of the notice.

Any employee on maternity leave shall be able to use sick leave, sick incentive time and vacation leave. Said employee shall also be paid for any holiday(s) that may occur during this paid leave.

SICK LEAVE INCENTIVE

Employees will be awarded with sick incentive on July 1st of every year for the difference between their scheduled weekly hours and sick time hours used in the current fiscal year. If more than 5 days of sick leave are taken during the year, employees will not be eligible for sick incentive. First year employees who are employed for 6 months or more during the period of July 1-June 30th of their first-year sick incentive will be prorated to half of amount of time if no more than five sick days are taken.

Days will be awarded on July 1st of each new year. Use of sick leave pending a determination by Workers Compensation will be considered sick leave use of the Workers' Compensation claim which has been approved for payment and the employer's sick leave has been reccredited. In the event an employee is absent due to a work-related injury that would be compensable but if the employee is absent less than 5 days, use of sick leave will not be charged against the employees of attendance for the purpose of sick incentive. (Refer to Article 10) If mandated to stay home by the Town Manager and/or designee this will not affect your sick time incentive.

SICK LEAVE BANK

1. There shall be a Sick Leave Bank for the use of bargaining unit employees in the event of an extended illness or accident which has depleted the employee's personal Sick Leave accumulation. Funding of the Sick Leave Bank by all SEIU members will be mandatory according to the terms set forth in paragraph two (2). The Sick Leave Bank will be restricted to those conditions as set forth in paragraph four (4).
2. After the probationary period, two (2) days from each employee's Sick Leave shall be allocated to the sick bank. An employee may voluntarily give additional allocations in excess of two (2) days per fiscal year in extenuating circumstances.
3. Sick Leave days allocated to the Sick Leave Bank shall be distributed to eligible employees by a majority vote of a committee to be comprised of three (3) members appointed by the Union. Each employee is eligible to receive up to forty (40) days. An employee may ask the Sick Leave Bank Committee for an extension of Sick Leave Bank time in extenuating circumstances and if the initial forty (40) days awarded has been used. The extension request shall be reviewed by the same Sick Leave Bank Committee which awarded the initial forty (40) days.
4. In order to be eligible for the Sick Leave Bank distributions, employees must be:
 - a. Be permanent full or part-time employees covered by this collective bargaining agreement.
 - b. Have at least one year of service.
 - c. Have contributed to the Sick Bank.
 - d. Have exhausted all personal leave, vacation leave and sick leave.
 - e. Have an extended illness or injury
 - f. Must be an active paying member of the bargaining unit.
5. All applications made to the Sick Bank must be on proper forms and submitted to the Sick Leave Bank Committee through the employee representative.
6. A doctor's note with the approximate number of days the applicant will be unable to work.
7. Applications to the Bank Committee must be made prior to expiration of the applicant's accumulated sick leave including verification by a physician to expedite benefits.
8. The committee established to distribute Sick Leave from the Sick Leave Bank must report each request and its action thereon to the Town Manager and the Department Head of the affected employee.
9. Denials of requests for sick leave by the Sick Leave Bank Committee will not be givable under Article 20.

ARTICLE 29 — JURY DUTY

In the event that an employee is required to serve any jury duty, the Town shall compensate said employee for the difference between the employee's regular pay for the period of said jury duty and the payment the employee received for such jury duty service, exclusive of travel allowance.

The employee must submit written documentation of such jury duty to the Town.

ARTICLE 30 — UNION BULLETIN BOARDS

The Town shall provide space for a bulletin board in each building in which bargaining unit members report to work.

Said board shall be in a conspicuous place, available twenty-four (24) hours a day. Postings shall be restricted to notices pertaining to Union business only.

ARTICLE 31 – JOB POSTING AND BIDDING

When a job vacancy occurs, or a new position is created, the position shall be posted within ten (10) working days. It shall be posted for a period of ten (10) working days. Any employee who desires to bid on such job shall do so in writing. Applications will be taken from the public at the same time.

Qualified applicants from within the department in which the position exists shall be considered first based upon seniority. If a choice cannot be made within the department, qualified applicants from other departments shall be considered based upon seniority within the bargaining unit. If a current employee within the department or the bargaining agreement is denied the position, an explanation letter will be sent to the employee from the department head in which the position exists.

If a union member goes for a position that is a lower Grade than they are currently in, the union member can move to that position with their current Grade with approval from management and the Town Manager.

ARTICLE 32 — WORKING IN A HIGH CLASSIFICATION

When an employee is out on a medical leave and there is not a temporary position in place, the employee who is covering the responsibilities of the said position will be compensated the rate of time and one half their rate during this period of absence. This will be effective immediately if it is a confirmed leave or after 5 days of consecutive absence. If the position is not filled due to a vacancy, the member/employee who is covering these duties will get time and one half after 10 days of this vacant period. This is at the discretion of both Dept Head and Town Manager.

ARTICLE 33 — INSURANCE COVERAGE

Employees under the jurisdiction of this Agreement shall be covered by the Town's contributory Group Health and Life Insurance plans. It is agreed that the Town will grant to the employees covered by this Agreement any and all improvements in insurance benefits offered to other Town employees.

The Bargaining Unit agrees to actively participate on the Chapter 32B Insurance Advisory Committee with the Unit's President/Steward acting as their representative.

The Town will have the discretion to select the plan(s) and/or vendor(s) with the caveat that any plan selected would have to be substantially equivalent to that currently in effect and provide the same opportunity for choice currently available to bargaining unit members and would require

continued use of the advisory committee and recognize the Union's right to bargain over the impact of any change.

Effective upon the passage of the November 17, 2008 Memorandum of Understanding, the Town contribution rate for group health insurance shall be seventy-five percent (75%) and the employee contribution shall be twenty-five percent (25%). For employees hired after November 17, 2008, the Town contribution rate for group health insurance shall be seventy percent (70%) and the employee contribution shall be thirty percent (30%). The employee's contribution shall be deducted in equal amounts from each paycheck. The employees shall be entitled to receive either individual or family coverage. If all other Town bargaining units agree unanimously, the employee shall be responsible for the office and the Emergency Room co=pays as required by the insurance carrier. The town agrees that all inpatient deductibles not covered by the insurance carrier shall be the responsibility of the Town.

Current employees accepting the recall to duty under Section 5 of Article 40 shall return to the contribution rate paid by the employee at the date of departure.

ARTICLE 34 — SAFETY AND HEALTH

Any employee who feels he/she is working under hazardous conditions must report such conditions to the appropriate Department Head. The Department Head will, in a timely fashion, investigate the condition cited by the employee and make a determination. If the Department Head determines a hazardous condition does exist, and provided the Department Head has the operational authority, the Department Head will take the necessary steps to correct the condition. If discretionary funding is not available to the Department Head, then he/she will file a report with the Town Manager outlining the nature of the condition and requesting funding to address the condition.

In the event of an extended town closure due to declared extended State of Emergency, the Union will be notified of such declared State of Emergency by the administration. When the Town Hall is closed due to an unforeseen circumstance Union employee may work remotely upon the discretion of their Supervisor. When an employee is required to work in office; those employees will be compensated an additional \$50.00 a day to work inhouse during the emergency timeframe.

If the employee is not reasonably satisfied, he/she may, without prejudice, exercise the steps as outlined in the grievance procedure.

Eyeglasses

Employees are eligible for a \$100.00 annual stipend with proof of receipt of either prescription eyeglasses or contacts.

ARTICLE 35 — EDUCATIONAL BENEFITS

In instances where it is mutually agreed that educational course(s) and/or seminar(s) will strengthen an employee's skills for his/her job, the Town agrees to pay for the cost of attendance at such agreed upon training course(s) and/or seminar(s).

As of July 1, 2023, an employee who receives a certification or degree while working in the Town of Uxbridge is eligible to receive a \$1500.00 annual stipend that will be paid out in 4 quarterly payments of \$375.00 each. The certification/degree must be related to their town position/requirements. The employee is responsible for getting approval from the Town Manager on this stipend prior to starting said course. The determination of compensation will be determined by the Town Manager depending on the educational advancement.

The Employer retains the discretion to determine whether or not an employee may attend such training course(s) or seminar(s). An employee's voluntary attendance at training course(s) or seminar(s) will not be paid for by the Town.

Bilingual speakers will be compensated \$1000.00 per year for being an additional asset to the Town of Uxbridge. To be eligible, the Supervisor must be able to use this asset within their department on an as needed basis without continuous disruption of their daily duties. This will be determined by the Supervisor/Town Manager of the specific dept. This stipend will be deposited on the first pay period of the fiscal new year.

ARTICLE 36 – TRAINING

Employees will be given ongoing training as needed upon the introduction of new equipment, procedures, or methods for up to one (1) year.

ARTICLE 37 – WAGES

The salary schedule in effect on the execution of this agreement will be increased at each grad/step as follows:

7/1/2023	3% (Pending the results of a Classification and Compensation Study being done)
7/1/2024	3% (Pending the results of a Classification and Compensation Study being done)
7/1/2025	3.0% (Pending the results of a Classification and Compensation Study being done)

The ten (10) year step includes a 1% increase over step 1 after ten (10) years of service.

The twenty (20) year step includes a 1% increase over the ten (10) year step after twenty (20) years of service

The twenty-five (25) year step includes a 1% increase the twenty (20) year step after twenty-five (25) years of service

If an employee is at the top of the wage range in a particular grade level for more than 1 year, the employee will be moved into the Plus (+) scale on the 2nd year of being capped off. The

employee's evaluation falls under the determination of this scale adjustment as such; Based on the employee's annual evaluation, employees' may be eligible to be bumped to the new plus (+) step within the wage scale. An exemplary evaluation may be the determining factor as well as responsibilities within the department that are not included in the annual evaluation's procedure.

ARTICLE 38 – LONGEVITY

All employees covered under this Agreement shall be eligible to receive a longevity payment in accordance with the following terms:

Five (5) years but less than seven (7) years	Thirty cents (\$0.30) per hour
Seven (7) years but less than twelve (12) years	Fifty cents (\$0.50) per hour
Twelve (12) years but less than seventeen (17) years	Ninety cents (\$.90) per hour
Seventeen (17) years or more	One dollar and Thirty cents (\$1.30) per hour

ARTICLE 39 – RETIREMENT BENEFITS

The Town agrees to pay each full time and part time employee covered by this Agreement, or his/her designated beneficiary(s), or his/her estate in the event he/she has failed to designate a beneficiary(s), an amount equal to his/her accumulated leave, exclusive of sick time and sick incentive time, on the date of his/her termination of employment with the Town.

At the time of retirement from employment with the Town of Uxbridge, a full-time employee shall receive fifty percent (50%) of all accumulated sick time, not to exceed forty-five (45) days, as well as all accumulated unused vacation time, providing that they have fulfilled the eligibility requirements for retirement as defined by the Worcester Regional Retirement Board. Personal time and sick incentive are excluded.

The Town agrees to allow the employee and/or his/her spouse to continue health insurance coverage with the Town at the contribution rate agreed to under Article 33, Insurance Coverage, of this Agreement.

ARTICLE 40 — REDUCTION IN FORCE

Section 1 Definitions: As used in this Article, the following terms shall be defined as follows:

- 1.1 Layoff:** shall mean the reduction of the number of employees in the bargaining unit accomplished by the termination of one (1) or more permanent employee position(s).
- 1.2 Seniority:** shall mean the length of continuous service in any position within the bargaining unit from the first day of employment with the Town as enumerated in Article 15, Seniority.
- 1.3 Job Classification:** shall mean the distinct classification set forth in "Appendix B" of this Agreement.

Section 2 Implementation: In the event the Town determines to lay off employee(s) in one (1) or more job classifications, then the employee with the least seniority shall be laid off first and the employee with the highest seniority shall be laid off last. An employee laid off will have the opportunity to bump an employee with less seniority in an equivalent or lower classification.

Said employee will then have two (2) months to demonstrate the ability to perform the duties of the job. The employee must notify his/her Department Head of his/her intentions to bump, in writing, within ten working days from the receipt of the notice of layoff.

Section 3 Notice: The Town shall provide the Union with a list of the employee(s) including seniority date and present job classification. No employee will be laid off unless he/she receives written notice at least thirty (30) days in advance of the layoff date. The Union shall be sent a copy of such notice(s).

Section 4 Health Insurance: The Town shall allow the laid-off employee to continue health insurance coverage with the Town as agreed to in this Agreement for a period of four (4) months. The Town shall further allow the laid-off employee to continue health insurance coverage for a period of two (2) years at the sole cost to the employee.

Section 5 Recall to Duty: Employees who are laid off will be placed on a recall list for a period of three (3) years from the effective date of their respective layoff(s). Employees on a recall list shall be recalled to the positions from which they were laid off in the inverse order of layoff. Employees shall be notified of, and have the first option to, any job openings within the Town, provided said employee possesses the necessary qualifications. This will also be done in the inverse order of layoff.

Any employee who is eligible for recall shall be given a four (4) week notice of recall. Said notice shall be sent to the employee by certified mail, with a copy sent to the Union (SEIU) office. The employee must notify his/her Department Head of his/her intentions within twenty-one (21) days of receipt of notification. The Town shall be deemed to have fulfilled its obligation of notification by mailing the recall notice, by certified mail, return receipt requested, to the latest mailing address provided by the employee. It is the sole responsibility of the employee to provide the Town with his/her latest mailing address. If the employee fails to respond or refuses the offer of recall, the employee shall retain his/her position on the recall list for the duration of the period described in paragraph 1 of this Section.

Section 6 Benefits: Employees shall be paid for all paid leave accrued in accordance with this Agreement on the date of layoff.

ARTICLE 41 — SAVINGS

If any article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

All job benefits hereto permitted by by-laws, laws, practices, or policies currently enjoyed by employees, which are not specifically provided for or abridged in this Agreement are hereby protected.

This Agreement shall not be construed to deprive any employee of any benefits or protection required by the laws of the Commonwealth.

ARTICLE 42 — NO STRIKE ARTICLE

Section 1: There shall be no strikes, walkouts, stoppages or suspensions of work, boycotts, sit-downs or slowdowns, picketing or any interference with the Town's operations whether direct or sympathetic. No officer, agent or representative of the Union shall authorize, approve, ratify or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

Section 2: The Union, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of paragraph 1 of this Article, including but not limited to, publicly declaring that such action is in violation of the Agreement and by instructing and directing the employees to cease such improper conduct and the work be fully resumed.

Section 3: Employees who violate this Article will be subject to disciplinary action including the termination of their employment, in accordance with the just cause standard.

Section 4: The Town will have the right to file for arbitration pursuant to Article 20 for violations of this Article, independent of any individual action.

ARTICLE 43 — JOB DESCRIPTION

The parties agree to form an Ad Hoc Committee of three (3) representatives from the bargaining unit, two (2) Department Heads, and the Town Manager. The charge of this Committee will be to develop a procedure for revising all Job Descriptions for positions in the bargaining unit, and as a mechanism for periodic review of said Job Descriptions. The Union Steward will appoint the bargaining unit representative and the Town Manager will designate the two (2) Department Head representatives.

ARTICLE 44 — UPGRADING PROCEDURE

It is agreed that if an employee or Department Head feels that a bargaining unit position should be upgraded because of increased duties and responsibilities, the following procedure shall be followed:

1. If the employee is requesting the upgrade then they should submit a request in writing to the Department Head. The Department Head and the employee shall discuss the reasons why the position should be upgraded.
2. The Department Head has thirty (30) days to respond to the request, in writing.
3. If the Department Head agrees with the request, within ten (10) days, the Department Head shall submit a letter to the Town Manager requesting that the position be upgraded and stating the reasons for same. If the Department Head disagrees, within ten (10) days, the Department Head will forward a letter denying the request to the employee. The employee may then bypass the Department Head and send a request to the Town Manager without the Department Head's support. If the Department Head is making the request then they will submit a letter to the Town Manager requesting the upgrade and stating the reasons why.

4. Within the following twenty-one (21) days, the Town Manager will respond to the request.
5. If the Town Manager approves the upgrade, he/she will notify the Department Head, Union Steward and the employee in writing. If funding is not already in the department's budget then the department will attempt to secure funding either through the finance committee or by an article at a Regular or Special Town Meeting. All upgrades are subject to funding.
6. If the Town Manager denies the request, he/she shall send a letter to the employee (with copies to the Department Head and the Union Steward) informing them of his/her decision. Decision of the Town Manager is final.

ARTICLE 45 — COMMITTEE ON POLITICAL ACTION (COPA)

The employer shall deduct and transmit to the Service Employees International Union, Local 888 COPA Fund contributions from the wages of these employees who voluntarily authorize such contributions on the COPA check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and the frequency specified on the COPA check-off card.

ARTICLE 46 – TERM OF AGREEMENT

This Agreement is effective July 1, 2023 through June 30, 2026, and shall renew itself until a new agreement is reached. The party requesting to renegotiate the Agreement must notify the other party, by certified mail, at least ninety (90) days prior to the expiration date of the Agreement. The party who is served with such notification shall seek to establish meetings for the purpose of collective bargaining. The first of these meetings shall take place on or before May 1, 2026.

APPENDIX A – JOB CLASSIFICATIONS

(Modify once Job Descriptions are done)

Appendix B

Grade A-\$20.81-\$24.00	Grade A+\$24.00-\$26.00
Grade B-\$23.46-\$27.00	Grade B+\$27.00-\$29.00
Grade C-\$24.50-\$30.00	Grade C+\$30.00-\$32.00
Grade D-\$30.00-\$34.00	Grade D+ \$34.00-\$40.00

FOR THE LOCAL SEIU 888

FOR THE TOWN OF UXBRIDGE

St. Hill

Amaule Perreault
