



CITY OF TAUNTON
MASSACHUSETTS


HUMAN RESOURCES DEPARTMENT

Maria V. Gomes
Director
Sandra B. Peavey
Office Manager

City Hall
15 Summer Street
Taunton, MA 02780
508-821-1060
FAX 508-821-1066

MEMORANDUM

TO: Rosie Blackwell, City Clerk ✓
Ann Hebert, City Auditor
Jayne D. Ross, Treasurer/Collector

FROM: Maria V. Gomes, Director
Human Resources Department 

RE: New Laborer's Contract-Local 1144 (A) †

DATE: November 28, 2007

Attached please find a copy of the newly executed Local 1144 (A) DPW, P, C & PG,
Library and Police Custodian's contract.

Please place it on file in your office.

Thank you.

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CITY CLERK'S OFFICE

2007 NOV 27 P 1:23

TAUNTON, MA
CITY CLERK

A G R E E M E N T

between

CITY OF TAUNTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1144(A)

of the

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



**DEPARTMENT OF PUBLIC WORKS
PARKS, CEMETERIES & PUBLIC GROUNDS
CITY HALL - LIBRARY & POLICE CUSTODIANS**

July 1, 2006 - June 30, 2008

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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, national origin or Union activity.

ARTICLE I 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 such employees of the Parks, Cemeteries and Public Grounds Department, Department of Public Works, Library, and City Hall Custodians, but excluding all Department Managers, Office Managers, Chief Operator and Sanitary Engineer at the Water Treatment Plant and Superintendents of each Department.

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 International LIUNA, regional and state AFL-CIO conventions.

ARTICLE II
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 III **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 Department.

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.

ARTICLE IV 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 contravention 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. The City shall make every effort to properly train personnel prior to assuming a new position and shall constantly strive to prepare employees for advancement.

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.

ARTICLE V
GROUP INSURANCE

Section 1:

The City shall provide health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association (MIIA) Health Benefits Trust, effective October 1, 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): City – 77%/Employee – 23%

New hires (hired after June 1, 2004): City – 75%/Employee – 25%

Indemnity Plan (Blue Care Elect PPO):

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. In the event that the proposed change is implemented, the City shall bargain with Local 1144 over the impact of the change.

Section 2.

The Employee's percentage share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.

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.

ARTICLE VI
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*

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 day City Hall closes, all other bargaining unit members shall receive a comp day within ninety (90) days.

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 eight (8) hours, plus double time and one-half for all hours worked over eight (8) on a holiday.

Section 5.

Employees shall receive holiday pay for holidays that fall on their day off and not compensatory time off.

ARTICLE VII
PERSONAL DAYS

Effective July 1, 2007, 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. There are five (5) Personal Days per year. Said Personal Days may be accumulated to a maximum of ten (10) days.

ARTICLE VIII
SICK LEAVE

Section 1.

All employees of the City of Taunton, qualifying in accordance with Article II Section 6 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. . 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 other appropriate person 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 two (2) hours 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 Department or Division 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 seven (7) 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.

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, 2007 the payable amount will not exceed thirteen thousand dollars (\$13,000.00).

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.

ARTICLE IX
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	\$600.00
1	500.00
2	400.00
3	300.00

Usage of over 3 days 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 X
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 three (3) person Board of Directors: two (2) of the three (3) Directors shall be appointed by and serve at the discretion of the Union. The third Director 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 Departments 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 Departments 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 Departments to dock one sick day from each permanent Union employee at the beginning of each fiscal year.
- p) Employees awaiting worker's compensation may borrow 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.

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 XI **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 one (1) year of additional vacation period.

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. Minimum notification of twenty-four (24) hours before beginning of regular scheduled reporting time is required for single vacation days. In addition, all Local Union 1144(A) employees on the payroll as of February 10, 2003 (Furlough Agreement), shall be eligible to carry over an additional fifteen (15) vacation days above and beyond the limits detailed above in this section.

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.

ARTICLE XII
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 XIII
OVERTIME

All time worked in excess of eight (8) hours in any one day, or after forty (40) 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.

