

**THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF RANDOLPH
AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL #877, AFL-CIO**

July 1, 202~~4~~5 through June 30, 2027

(~~XX~~27 PAGES)

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ARTICLE I
RECOGNITION

The Town of Randolph (hereinafter called the Town) recognizes the International Union of Operating Engineers, Local #877, AFL-CIO (hereinafter called the Union) as the exclusive bargaining agent for all permanent, full-time employees of the Department of Public Works (hereinafter called the DPW) as outlined on the salary schedule (grades) of this contract.

ARTICLE II -
TIME OFF FOR LOCAL #877/I.U.O.E., AFL-CIO BUSINESS

Upon request to and reasonable advance notice to the DPW Superintendent, the Local #877/I.U.O.E., AFL-CIO Bargaining/Grievance Committee, not to exceed four persons at any time, shall be granted reasonable time off with pay to conduct Local #877/I.U.O.E., AFL-CIO business.

Said time off must be approved by the DPW Superintendent, who shall not unreasonably refuse the request.

Time off under this Article shall not interfere with the performance of the employee's duties, nor the duties of others.

At no time shall Local #877/I.U.O.E., AFL-CIO members use municipal equipment and/or supplies.

ARTICLE III
UNION ACCESS TO TOWN FACILITIES

Representatives of the Union, with the prior approval of the DPW Superintendent, shall be permitted to enter the premises of any Division in which Union personnel are employed.

The DPW Superintendent shall not unreasonably refuse such approval.

ARTICLE IV
DUES AND/OR SERVICE FEE DEDUCTION

All DPW employees as outlined in the salary schedule of this agreement, who, at any time on or after the effective date of this agreement, are or become covered by this agreement and are not members of the Union, shall within thirty days become and remain a member in good standing of the Union. However, in lieu of Union membership, an employee shall pay a service fee as the employee's fair share toward the Union's cost of collective bargaining, contract administration and the adjustment of grievances.

The Town agrees to deduct Union membership dues and/or a service fee charge from the wages of those employees covered by this agreement who individually request in writing of the Town Treasurer that such deduction be made.

Any such deduction shall be made weekly, and all money collected shall be paid to the Financial Secretary of the Union during the following month.

Deduction authorization shall remain in full force and effect until revoked by the employee to the Town Treasurer in writing.

The Union agrees to indemnify the Town against all liabilities to employees covered by this agreement which the Town might incur in complying with this Article.

ARTICLE V
SENIORITY

Division Seniority shall be the length of continuous, permanent, full-time service in a particular Division of the DPW.

Unit Seniority shall be the length of continuous, permanent, full-time service with the Town.

During the probationary period of six months for new employees, an employee can be terminated by the Town at any time and for any reason without recourse to the Grievance Procedure and any arbitration. If an employee is retained to the end of the probationary period, the employee's Unit Seniority will then date from the date of employment.

Seniority shall be lost for any of the following reasons:

- a) An employee who voluntarily leaves the employ of the Town. Not applicable for layoffs or recall.
- b) An employee is discharged for just cause, and if contested, said just cause is sustained.

- c) An employee who has been laid off and is notified by certified mail to his/her last known address, return receipt requested, and fails to notify the Town of his/her intent to return to work within ten days from the date the letter is mailed, or fails to report for work within two weeks after the employee has notified the Town of his/her intent to be recalled, or
- d) At the expiration of a layoff which has continued for a period equal to one-half of the employee's continuous length of service or two years, whichever is longer.

All work assignments shall be determined and allocated by the DPW Superintendent on the basis of Division Seniority, capability, and qualifications.

ARTICLE VI **MANAGEMENT RIGHTS**

The Town and the Union agree that the Town shall retain and reserve all its statutory rights, authority, and obligations in the administration of each department and its divisions, and in the direction of its employees.

All the functions, rights, powers and authority which the Town now has, including all the customary and usual rights, powers, functions, and authority of an employer which it has not specifically delegated or modified by this agreement, are recognized by the Union to be retained by the Town.

ARTICLE VII **BARGAINING/GRIEVANCE COMMITTEE**

The Local #877/I.U.O.E., AFL-CIO shall have a Bargaining/Grievance Committee composed of the Chief Steward, whose name must be submitted to the Town Manager and the DPW Superintendent by July 1st of each year of the contract, and three other members of said Local #877/I.U.O.E., AFL-CIO, also to be named by July 1st of each year.

The Union shall give the Town Manager annually (in July) a signed, written notice of its agents, committees and stewards, and any change during the fiscal year shall be reported to the Town Manager in writing (signed) within ten days of any such change.

ARTICLE VIII
GRIEVANCE PROCEDURE

No grievance shall be submitted more than fifteen calendar days after the circumstances giving rise to the grievance should have been known by the grievant.

Any grievance that may arise relative to this agreement shall be settled in the following manner:

STEP ONE

The Local #877/I.U.O.E., AFL-CIO Bargaining/Grievance Committee and the aggrieved permanent, full-time employee shall discuss the signed, written grievance with the DPW Superintendent within five days of the date a signed, written request for a meeting has been presented to the DPW Superintendent by said Local #877/I.U.O.E., AFL-CIO Bargaining/Grievance Committee. The DPW Superintendent shall attempt to settle the grievance, and the DPW Superintendent shall respond in writing to said Local #877/I.U.O.E., AFL-CIO Bargaining/Grievance Committee within ten days after the requested meeting has been held.

If the grievance has not been resolved, Step Two shall go into effect.

STEP TWO

The signed, written grievance shall be presented to the Town Manager by said Local #877/I.U.O.E., AFL-CIO Bargaining/Grievance Committee within ten days after the signed, written response of the DPW Superintendent has been received by said Local #877/I.U.O.E., AFL-CIO Bargaining/Grievance Committee.

The Town Manager shall respond in writing to said Local #877/I.U.O.E., AFL-CIO Bargaining/Grievance Committee within ten days after receipt of the signed, written grievance from said Local #877/I.U.O.E., AFL-CIO Bargaining/Grievance Committee.

If the grievance has not been resolved, Step Three may go into effect within thirty days after completion of the Step Two processes.

STEP THREE

The signed, written grievance shall be submitted by either party to this agreement to the American Arbitration Association. The arbitration before one arbitrator shall be in compliance with AAA Labor Arbitration Rules.

All costs incurred arising out of arbitration and grievances, excluding attorney's fees, shall be shared equally by the Town of Randolph and said Local #877/I.U.O.E., AFL-CIO.

ARTICLE IX **WORK TIME**

A. REGULAR

The regular work time shall begin at 7:00 a.m. promptly to the end of the work day at 3:30 p.m., with a one-half hour unpaid lunch break, Monday through Friday.

The lunch break time shall be 12:00 to 12:30 depending on workload. Employees shall not ordinarily return to the yard before 11:45 a.m. for lunch. It may change at the discretion of the DPW Superintendent.

B. OVERTIME

- 1) Overtime payroll period ends on Sunday at 12:00 a.m. Weekly time slips must be submitted by the division foreman by 9:00 a.m. on Monday at DPW Superintendent's office.
- 2) All work performed over eight hours in any one regular work day shall be compensated at the rate of time and one-half.
- 3) All overtime work payments shall be made in money unless the employee desires compensatory time off.
- 4) A person using a sick day may not be called in on overtime for the 24-hour period beginning with his scheduled starting time, vacation and comp time not included. Anyone working that day will be called in first.
- 5) : After 12 hours of continuous work and 4 hour rest period@1.5 with the rest time considered as continuous time the employees shall be paid at 2x until relieved from duty (if called back within 4 hours of being released from duty the employee shall be paid double time from the time he was released from duty

C. OVERTIME – COMPENSATORY TIME

1. There is no cash out.
2. An employee is only entitled to accumulate twenty-five days per year.
3. Only a maximum of three days per year may be carried over.
4. The 25 days that are accumulated must be used within the following 12 months. Not more than 10 consecutive days can be used at any one time.
5. All days on books as of 6/30/05 are grandfathered.
6. Carried over days at the rate of no more than three weeks per year may be taken prior to retirement without restriction upon proper notification to DPW Superintendent.
7. Normal utilization subject to the approval of the DPW Superintendent.
8. Unused compensatory time shall be converted to cash on the death of an employee and paid to his/her estate.

9. Any unused compensatory time will be paid out when an employee leaves the employ of the Town with a maximum payout of 2 weeks.
10. Compensatory time shall be used in full day increments.

D. SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS

All work performed on a Saturday shall be compensated at the rate of time and one-half for the first eight hours and double time thereafter.

All work performed on a Sunday shall be compensated at the rate of double time. If an employee is on double-time continuing into Monday morning, the double-time rate shall apply until that employee is relieved of that specific shift.

All work performed on a legal holiday shall be compensated at the rate of double time in addition to the day's pay received for the legal holiday.

E. CALL-IN PAY

In the event an employee is called into work or pre-scheduled for other than regular work time, prior to the start of the shift, the employee shall be compensated for a minimum of four hours at the appropriate rate.

F. ALLOCATION OF OVERTIME

Overtime work shall be rotated on an equitable basis within the Division as far as is practical, being offered by name listing and not by hours worked or not worked.

If an employee cannot or will not accept overtime for any reason, the employee shall be passed over and shall go to the bottom of the Division overtime list.

The overtime schedule and the overtime log shall be administered and kept current by the DPW Superintendent and, on request, a copy shall be provided to the Steward on a weekly basis.

New hires upon payment of all initiation fees who are serving their probationary period, shall become eligible for inclusion in the overtime rotation after having completed 30 days.

G. OVERTIME PRIORITY

No outside or hired help shall be accorded preferential treatment over permanent, full-time department employees with respect to overtime work. No I.U.O.E. personnel within the unit shall be sent home while outside contractors are performing work to which I.U.O.E. personnel are normally assigned.

H. REST PERIODS

Work schedules for employees shall provide for a fifteen minute rest period during each half of a work day, with said rest period time to be taken at the discretion of the DPW Superintendent.

Employees who work a minimum of twelve continuous hours shall be granted four hours rest time. The rate of compensation for this rest period shall be time and one-half. The DPW Superintendent shall be permitted to stagger the number of employees entitled to this rest time so as to maintain effective use of equipment and manpower, and not impede the progress of work. Rest periods shall be taken at the DPW yard. [Rest period to begin when employee returns to the yard.](#) If the rest period would end after the storm/event has concluded, the DPW Superintendent will waive the requirement of remaining at the DPW yard.

ARTICLE X **JOB OPENINGS**

Whenever a new or vacant position occurs within a Division of the DPW, the Town Manager shall post the vacancy on the DPW Divisions' bulletin boards for seven days.

An exception to the subject matter of this Article shall be the recalling of personnel under the Reduction in Force article contained in this agreement.

Any division employee who desires to be employed in the new or vacant position shall bid in writing to the DPW Superintendent during said seven day period.

All bids shall be considered excepting those which the DPW Superintendent states and defines in writing that the bidding employee lacks the capability and/or the qualifications to perform the requirements of the position.

Where two or more presently capable and qualified employees bid for the vacancy, the senior Division employee shall be awarded the job.

If no bidding employee within the Division is capable and qualified to perform the requirements of the position, the Town shall fill the vacancy with the senior capable and qualified DPW employee, if possible.

The employer will fill all vacancies (excluding budget cuts and currently open positions) within sixty (60) days of the position opening.

ARTICLE XI **MANNING OF EQUIPMENT**

The Town and Local 877 agree that the provision that requires two (2) persons per sander shall be struck and replaced with an allowance for one person per sander for snow storm event provided that four sanders are deployed. In the event that sanders are required for eight (8) consecutive hours or more, a second person will be added per sander. Both the driver and observer/helper shall have a current CDL license. **Newly hired employees in their first snow season will only operate a sander with another seasoned employee for training and safety reasons until the DPW Superintendent is confident the new employee is properly trained.** One sander can be deployed for oil spills or water breaks. Both parties agree to review this change in procedure after twelve (12) months of original implementation.

The crew complement for each Town truck during snow plowing/removal operations shall be drawn first from the Highway employees, secondly from the Sewer employees, and then from the Water employees, before any non-DPW employees are hired.

The above takes precedence over reduction in force, seniority, vacancies, and work assignment articles, but only in snow plowing and sanding operations, and only if no conflict with Civil Service exists.

A mechanic shall be called in at all times when five (5) or more separately operated Massachusetts Registered Vehicles, not including towed machinery, are called out. Except during snow and ice operations when it shall be that a mechanic is called in when four (4) pieces or more separately operated Massachusetts Registered Vehicles, not including towed machinery, are called out.

A mechanic may only operate sanders and plows when the full work force, including water and sewer, has been called out. One person from the appropriate division shall be on-site any time a contractor is performing work outside of the normal work shift affecting the highway, water or sewer divisions.

Drug Test Policy

Drug and alcohol testing shall be conducted in accordance with the U.S. Department of Transportation regulations issued under the Omnibus Transportation Employee Testing Act of 1991 (Code of Federal Regulations Title 49 Part 382) which serves all CDL drivers. In the event an employee loses CDL certification, or Mass. Drivers License, he/she shall be assigned such other duties that he/she is qualified to perform within the unit without displacing another person. The town will establish a drug testing policy to be carried out by the DPW Superintendent.

If an employee fails a mandated DOT drug test in accordance with their Commercial Driver's License requirement, they shall be suspended 30 days without pay and seek mandated treatment agreed to by the Town and Local 877. If the same employee fails a second DOT-mandated drug test with thirty-six months, they shall be terminated.

ARTICLE XII
SAFETY

- 1) All safety regulations shall conform to O.S.H.A. regulations.
- 2) Complaints with respect to unsafe and/or unhealthy working conditions shall be brought to the attention of the DPW Superintendent.
- 3) Operators of machinery, special equipment, and vehicles shall be licensed and familiar with progressive maintenance programs and minor repair requirements of various machinery, special equipment, and vehicles in order to keep repair personnel cognizant of periodic checks, greasing, and minor repairs necessary in order to prevent future costly major repairs, and shall assist in same.
- 4) Safety shoes must be worn at all times by all members of IUOE, unless excused with a note from a foot doctor.
- 5) Management and Local 877 shall form a Safety Committee to develop a safety standard policy. Included in this policy shall be rewards for adhering to the established safety standards, including a Safety Day if an employee goes a full calendar year without more than one recognized violation from the Superintendent, Director of Operations, or other department supervisor. The established policy shall be attached to this document as an addendum.
- 6) Town shall maintain a minimum of one Working Foreman classification for each division and two for the Highway Division to ensure proper oversight and supervisory ratios.
- 7) The Town and Local 877 agree to establish a series of safety policies to increase the safety and wellness of Local 877 members and the public. As such:
 - a) a specific detail assignment policy or standard operating procedure shall be crafted between the Town Manager and the Police Chief as it relates to police details required for DPW work.
 - b) There shall be a minimum of two (2) employees per unit any time the chipper truck or bucket truck are being utilized.
 - c) The Town shall provide training and/or certifications on the safe handling of biohazards, needle, and CPR.
 - d) The Town will provide all appropriate personal protective equipment to include safety glasses, puncture resistance gloves, and fall protection equipment. Members of Local 877 agree to adhere to all appropriate OSHA safety standards at all times.
 - e) The Town and Local 877 agree that personal cell phone (and related technologies) use is not appropriate on the job. Any use of cell phones shall be in emergency nature or job-related only.

SAFETY COMMITTEE

The Employee Organization shall establish a Safety Committee of no more than three (3) members, all of whom shall be members of Local #877/I.U.O.E.. The Committee shall meet with the DPW Superintendent or his designated representative for a mutual exchange of opinions, ideas and discussions concerning the safety and health conditions of the Department. Such meetings shall take place every three months. The Safety Committee shall not be empowered to impose or recommend disciplinary actions. Training will be provided for any new equipment.

HEAT INDEX AND TEMPERATURE

When the National Weather Service (Boston) records a temperature of 95 degrees or hotter, no roadwork will be conducted while that temperature is maintained unless there is an emergency. The DPW Superintendent will monitor the temperature and heat index. Other non-roadwork duties will be given by the DPW Superintendent to the Highway Division during this period of time.

IUOE PROFESSIONAL DEVELOPMENT PROGRAM

On or about July 1, 2021, the Town of Randolph will make a one-time payment of \$7,500 to the IUOE National Training Fund. Beginning July 1, 2022, the Town of Randolph will make annual payments of \$10,000 to the IUOE National Training Fund. The parties agree that if the number of employees in the bargaining unit should change during the twelve month period following a payment, the parties will reopen this agreement to negotiate the annual contribution amount for that year to account for the change in the size of the bargaining unit.

This annual contribution will allow bargaining unit members to attend professional development run by the IUOE National Training Fund at no additional cost to the Town of Randolph during the twelve month period following the contribution and as permitted by the IUOE National Training Fund's procedures and rules.

Members of Local 877 must use their own personal time, their accrued personal days and/or their accrued vacation time to attend any training, professional development or other program through the IUOE National Training Fund.

At the end of FY 2024, the Town will have the option to discontinue contributions to the IUOE National Training Fund.

ARTICLE XIII **REDUCTION IN FORCE**

The Local #877/I.U.O.E., AFL-CIO agrees to empower the Town Manager with the right to lay off employees because of a lack of work and/or a lack of funds

without the requirement of prior bargaining, and to waive any obligation to bargain over the impact of a decision to lay off, including conceding to the Town Manager the right to make the initial decision as to if there should be a lay off.

Employees shall be laid off in the inverse order of their employment in each Division.

~~All future hires are to be hired at Grade 1 with CDL or Grade L without CDL.~~

Whenever a vacancy occurs in a Division, employees who are on lay off in that Division shall be recalled in the inverse order in which they were laid off, providing they are qualified and capable to perform the work for which they are being recalled.

If the number of employees to be recalled within a Division exceeds the number of employees then on layoff from that Division, employees then on lay off from another Division within the DPW shall be recalled, providing that they are qualified and capable to perform the work for which they are being recalled.

The employer will fill all vacancies (excluding budget cuts and currently open and unfilled positions) within 60 days of the position opening. Any vacancies created thereby will be backfilled. Any unfilled position that remains unfilled from the 60th day forward will have the employee who backfills the position receive retro pay from the 60th day until they assume the new position.

ARTICLE XIV **SALARY SCHEDULE**

The Union agrees to the following raises for the following periods.

July 1, 2024 through June 30, 2025 – 2.5%
July 1, 2025 through June 30, 2026 – 2.5%
July 1, 2026 through June 30, 2027 – 2.5%

DPW 1 –
Asphalt Raker
Bobcat Operator
Laborer
Motor Equipment Lubricator
Motor Equipment Operator/CDL
Mowing Equipment Operators
Snow Blower
Sidewalk Tractor
Water Service Inspector (Meter Reader)

DPW 2 -

Sewer System Jr. Maintenance Man
Water Meter Installer
Water System Jr. Maintenance Man
All current DPW 1 after three years of service

DPW 3 –
Catch Basin Cleaner - Hoisting License Needed
Mason
Front End Loader - Hydraulic License Needed
Heavy Equipment Operator - Hydraulic License Needed
Mechanic Helper
Sewer System Maintenance Man
Sweeper Operator
Water System Maintenance Man (must have grade 1 distribution license)

DPW 4 –
[Highway Mechanic](#)
Sewer System Maintenance Craftsman
Special Equipment Operator (Backhoe) Hydraulic and CDL License Required
Water System Maintenance Craftsman
Working Foreman
Water System Secondary Operator
Tree Maintenance Man / Bucket Truck Operator

DPW 5 –
Division Foreman
Water System Primary Operator
[Highway Mechanic \(reports to Highway Foreman\)](#)

STAFFING CHANGES

The parties to this Agreement agree to the following Staffing Changes-

~~[As of January 1, 2021 the staffing at the DPW is 22 full-time members \(note: there are two vacancies due to the budget that are included in the total of the 22 members\).](#)~~

[As of July 1, 2025 the staffing level for the DPW will be 24 full-time bargaining unit members. This includes the addition of 2 new Grade L – Laborer positions to be filled at the Town Manager's discretion. All DPW staffing is dependent upon available funding.](#)

[The DPW L positions shall be non-CDL required positions. See Addendum 1 – Grade L Job Description.](#)

DPW 4 Highway Mechanic will become a DPW 15 Highway Mechanic with all reporting structure, duties, and responsibilities to remain the same upon a vacancy in the position of Highway Mechanic. Highway Mechanic and Mechanic Helper to receive an annual tool stipend of \$1,000 each.

DPW employees to receive a one-time bonus of \$3,000.00 payable in FY2025.

Each DPW Division will receive a new tablet for field work and documentation.

DPW employees working a moving detail will receive a stipend calculated to equal time and a half for the hour(s) worked on said details and assignments during normal business hours. Eligibility determined and approved by the DPW Superintendent.

~~DPW 3 Highway position will transfer to the Sewer Division and become a DPW 3 Sewer System Maintenance Man / DPW Carpenter. The Vacant DPW 3 Highway position will become a DPW 1 position and filled when the budget allows. This will temporarily increase the sewer division to 4 members. Upon a vacancy in the sewer division, the sewer division will remain 3 members. During this transition, the position will shift back to the highway division based on the needs of the DPW Superintendent.~~

~~A DPW 3 in the Water Division will be upgraded to a DPW 4 only after the member receives a Grade 2 Water Distribution License and a new job description is approved by the Town Manager and DPW Superintendent.~~

~~A DPW 3 in the Sewer Division will be upgraded to a DPW 4 only after the employee obtains a minimum grade 1 sewer collection certification and a new job description is approved by the Town Manager and DPW Superintendent.~~

Current Staff – 22 ~~(including two vacancies):~~

Sewer (3): 5,4,3

Water (5): 5,4,3,3,12

Highway (14): 5,4,4,4,4,4,4,3,3,3,3,2,1,1
5,4,4,4,4,4,3,3,3,2,1,1,1,1

**After Staffing Changes – 24 (including 2 open Grade L)
23 (including three vacancies):**

Sewer (43): 5,4,4,3

WWater (5): 5,4,4,3,12

Highway (4416): 5,45,4,4,4,4,3,3,3,21,1,1,1,1, L, L

~~Note: Upon a vacancy in Sewer Division, the position will not be filled and staffing will return to 22 members. The town will fill vacant positions as the budget allows and as appropriated for by the Town Council.~~

ROAD KILL

A DPW member assigned to do roadkill cleanup will be compensated at time and one half for each hour the work is performed.

ARTICLE XV **ENHANCED LONGEVITY COMPENSATION PLAN**

- a) Effective July 1, 2002, an Enhanced Longevity Compensation Plan ("ELCP") shall be established providing, in addition to any other direct or indirect, fringe benefit compensation to which an employee is entitled pursuant to the provisions of this Agreement, for the annual four percent (4%) wage adjustment on base salary.
- b) Eligibility for enrollment in and conditions for participation in the ELCP as referenced:
 1. To be eligible, an employee must have twenty (20) or more years of service with the Town of Randolph DPW (Highway, Water or Sewer Divisions).
 2. An employee so eligible who determines to participate in the ELCP must date and execute with notarized signature an enrollment form and provide such form to the Town. The enrollment form is an addendum and is made a part of this contract.
 3. The maximum enrollment and participation period in the ELCP shall be a thirty-six (36) month consecutive period, running from the commencement of receipt by the employee of the ELCP. Since such enrollment in and participation in the ELCP must be for a consecutive period, an employee cannot enroll in and participate in the ELCP more than once. Such enrollment and participation shall terminate either upon employment termination for any reason or upon the conclusion of the maximum thirty-six (36) consecutive months of such enrollment and participation, whichever first occurs. Additionally, during the period of time that each employee is designated as "Senior" he/she will be required to provide a doctor's certificate for each three (3) consecutive days of sick leave if requested to do so by the Town. ELCP compensation will not be paid if an employee is out more than 20 workdays until that employee returns to work. This does not include a person being out on worker's compensation.

4. For employees hired after July 1, 2009: employees that complete their 36-month participation in the enhanced longevity compensation plan, and remain in the employ of the Town of Randolph, shall be compensated at a rate of ten percent (10%) below the rate of salary which otherwise would be applicable to such employee.

ARTICLE XVI **LONGEVITY INCREMENTS**

- a) An employee of the Town who has been in continuous full-time employment for ten years shall be paid, in annual increments in the amount of ~~eight hundred and fifty dollars (\$850.00)~~ nine hundred and twenty-five dollars (\$925.00) and an additional amount of one-hundred dollars for each year of such employment served over ten years with unlimited accumulation. An employee shall be eligible for such longevity increments following completion of 10 years of service. Longevity shall be payable the first pay period in December.
- b) An employee that leaves the employ of the Town and is later re-employed shall have his/her service bridged, but only after completing five (5) years of continuous full-time service.
- c) If the service of an employee is interrupted by layoff, military service, or other reason not resulting from the employee's own action, total service will be considered as continuous service.

ARTICLE XVII **WORK CLOTHING ALLOWANCE/MAINTENANCE**

Work clothing allowance shall be paid in the first week of July of each fiscal year. The allowance shall be:

July 1, 2021 through June 30, 2022	\$1,575
July 1, 2022 through June 30, 2023	\$1,650
July 1, 2023 through June 30, 2024	\$1,725
<u>July 1, 2024 through June 30, 2025</u>	<u>\$1,800</u>
<u>July 1, 2025 through June 30, 2026</u>	<u>\$1,875</u>
<u>July 1, 2026 through June 30, 2027</u>	<u>\$1,950</u>

Employees hired mid-year, shall be paid a pro-rated amount based on the above scale from their date of hire.

Clothing allowance includes the cost of purchasing new work-appropriate boots.

It is agreed that a standard set of accepted work clothes shall be selected by the Bargaining Unit, and agreed on by the town, and worn at all times as a condition of employment.

Standard work shirts, golf shirts, T-shirts, and sweatshirts shall be purchased out of the above listed clothing allowance. Work pants may be denim jeans. No tank tops shall be worn. Work (khaki or denim) shorts shall be allowed where practical. All employees must purchase a winter jacket from the same clothing supplier. Jackets must be the same color and have the same logo as the shirts. Any maintenance, alteration and/or replacement of all or part of the work clothing at any time shall be by order of the DPW Superintendent. An employee not in proper uniform shall be sent home without pay until the proper uniform is worn.

ARTICLE XVIII **PRESCRIPTION GLASSES**

An employee's prescription glasses, damaged or destroyed during Town work, shall be replaced by the Municipal Employer.

ARTICLE XIX **INSURANCE**

Members shall accept the insurance plan agreed to by the Public Employee Committee and the Town of Randolph (October, 2008) to join the State's Group Insurance Commission. The Public Employee Commission Agreement is a binding commitment by the members and the Town relative to the Town-provided health insurance plans and contribution rates. If a member of Local 877 presently takes the town health insurance and opts out of the town health insurance, they will be given a stipend of ~~\$2,000~~ \$2,250.00 for each full fiscal year they remain off the town health insurance.

The Town of Randolph shall pay the contribution allowed by a vote of Town Meeting, by a town policy or by a town ordinance toward the premium cost of a town designated "life" insurance plan.

It is noted at the time of execution of this contract that the town's coverage for FY12 is:

\$5,000 Life Insurance Policy

(with double indemnity clause)

50% Town, 50% Employee

ARTICLE XX **LEAVES**

A. BEREAVEMENT

Bereavement leave shall be granted as follows:

1. A full-time or continuous part-time employee shall receive five (5) consecutive working days off, with pay, in the event of the death of said employee's spouse, daughter, son, mother, father, sister or brother.
2. A full-time or continuous part-time employee shall receive three (3) consecutive working days off, with pay, in the event of the death of said employee's grandparents, mother-in-law, father-in-law, grandparents of the employee's spouse or of a relative of the employee or the employee's spouse who is living in the household of the employee at the time of death. Added to this section are allowances for the loss of grandparents, mother-in-law, father-in-law, or a grandchild.
3. As of January 1, 2021, a member will have two paid days off for the loss of an Aunt or Uncle.

However, bereavement leave pay shall not be granted to an employee who is absent from duty on injury and/or sick leave during said bereavement period.

B. INJURY

Injury leave shall be granted in accordance with the Town of Randolph Personnel by-laws.

C. JURY

Jury leave shall be granted in accordance with the Town of Randolph Personnel by-laws.

D. MILITARY

Military leave shall be granted in accordance with the Town of Randolph Personnel by-laws.

E. OTHER

Other leaves shall be granted in accordance with the Town of Randolph Personnel by-laws.

An employee that is called in from vacation shall be paid at time and a half unless a higher rate is in effect and his time will be returned to his vacation account.

F. SICK

Sick leave is earned at the rate of 1 ¼ days per month. Accumulation shall be no greater than 245 days per year for FY12, 255 days for FY13, and 265 days for FY14.

G. SICK LEAVE BUY BACK

Upon retirement, death, or resignation of an employee, the Municipal Employer shall pay to the employee or his/her estate, as the case may be, an amount of money equal to fifty percent (50%) of the employee's accumulated sick leave as of the effective date of the retirement, resignation or the day of death. The rate of pay of this sick leave buy back shall be calculated at the rate of employee's daily salary, and shall be based upon a forty (40) hour work week, up to the maximum number of days.

The Town shall cap any contractual payouts, upon retirement or discontinuation of employment, at \$30,000.

Annual Sick Leave Buy Back: Members of Local 877 shall be eligible to "buy-back" sick days to be deposited into a deferred compensation plan. Members must have a minimum of 80 sick days on the books at the time of the request. They may request up to 10 days per year at a value of 100% per day as of July 1, 2021. This program is voluntary.

Members may opt to donate sick time to another employee with the approval of the Town Manager.

H. VACATION

- a) Vacation leave shall be granted in accordance with the Town of Randolph Personnel by-laws.
- b) An employee may be allowed to carry over one week's (5 days) vacation into the next fiscal year.
- c) As of July 1, 2021, once an employee completes 15 years of service to the Town, the following vacation schedule is applied:
 - 15 years – (+1 day) = 21 days
 - 16 years – (+1 day) = 21 days
 - 17 years – (+2 day) = 22 days
 - 18 years – (+2 day) = 22 days
 - 19 years – (+3 day) = 23 days
 - 20 years - (+5 day) = 25 days

I. MATERNITY/PARENTAL LEAVE

The members of Local 877 shall be eligible for the parental leave benefits provided for in the Town of Randolph Employee Handbook.

J. PERSONAL DAYS

- a. Employees who have worked for the Town of Randolph for one complete year, shall be eligible for two (2) personal days per fiscal year. Employees who have worked for the Town of Randolph in excess of ten (10) years, shall be eligible for three (3) personal days. Employees that have worked for the Town of Randolph in

excess of 15 years shall receive four (4) personal days. Employees that have worked for the Town of Randolph in excess of twenty (20) years, shall be eligible for five (5) personal days.

b. Personal days cannot be carried over from prior fiscal years.

K. WORKERS' COMPENSATION

The parties recognize that payment of workers compensation results in diminishment of a workers take home pay. In view of that the bargaining unit has been able to supplement their diminished take home pay by using leave both for purposes of wage replenishment and to pay for benefits as needed. The members of the bargaining unit will continue to be able to do that. At the end of the first year of disability the Town will supplement their workers compensation rate to bring them up to 80% of the average weekly wage used to calculate his comp rate and in the third year of disability up to 75%.

e.g. an individual has an average weekly wage for comp purposes of \$1000.00. His compensation rate would be \$600.00 per week At the 80% rate the Town will be supplementing his compensation rate to raise it to \$800.00 per week and at the 75% rate to \$750.00 per week. Nothing will prevent an employee from continuing to use his sick or vacation hours to supplement his comp rate or to pay benefits at any time during his disability.

L. Accrued But Unused Vacation/Personal Days

Upon retirement, death, or resignation of an employee, the Municipal Employer shall pay to the employee or his/her estate, as the case may be, any unused vacation and personal days that have been earned by the employee.

ARTICLE XXI **PAID HOLIDAYS**

Paid holidays shall be granted as described below. A list of paid holidays for the year shall be posted by the Town Manager's Office in each of the DPW divisions and on the Town Hall bulletin board January 1st of every year. As of January 1, 2021, June 19th will be added to the list of paid holidays for members of Local 877. Juneteenth honors the end to slavery in the United States and is considered the longest-running African American holiday.-

- A. Paid Holidays. The following days shall be recognized as legal holidays under this agreement, on which days full-time or continuous part-time employees shall be excused from all duty not required to maintain essential town services:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	<u>Christmas Eve (1/2 Day)</u>
Independence Day	

ARTICLE XXII

TIME OFF WITHOUT LOSS OF PAY

Subject to the approval of the Town Manager, time off without loss of pay shall be granted for:

- a) Attendance by an employee who is a veteran as defined in Massachusetts General Laws, Chapter 115, Section 1, as a pallbearer, bugler, or member of a firing squad or color detail, at staffing the funeral or memorial service of a veteran,
- b) Attendance by an employee who is a veteran as defined in Massachusetts General Laws, Chapter 115, Section 1, as a delegate or alternate to a State or National convention of nationally chartered veterans organizations,
- c) Donating blood,
- d) Taking a promotional examination, conducted under Civil Service Laws and Rules, for promotion to a position in the service of the Town,
- e) Taking a medical examination for retirement purposes, and
- f) Attendance at hearings in Workmen's Compensation cases as the injured person or as a witness.

ARTICLE XXIII

POSTINGS ON BULLETIN BOARDS

Bulletin board space shall be provided for announcements, etc., at the respective Division buildings off Carlino Way.

Postings shall be subject to review by the DPW Superintendent, and said DPW Superintendent shall not unreasonably restrict any posting.

ARTICLE XXIV **POWER OF AGREEMENT**

Both parties to this agreement concur that the approval of and the funding of this agreement are subject to an affirmative vote by a Randolph Town Council. Said affirmative vote appropriating funds signifies approval of this agreement.

Any change in a subsequent agreement, including a salary change, shall not be retroactive.

This agreement supersedes the Town of Randolph Classification and Compensation Plans and Personnel by-laws wherever this agreement and the Town of Randolph Classification and Compensation Plans and Personnel by-laws shall or may be in conflict.

The invalidity of any section or provision of this agreement, in whole or in part, shall not invalidate any other section or provision of this agreement, in whole or in part.

Nothing in this agreement shall conflict with Civil Service laws, rules and/or regulations.

ARTICLE XXV **AMENDMENT OF AGREEMENT**

This agreement may be reopened with the consent of both parties to this agreement.

ARTICLE XXVI **ADDITIONAL PROVISIONS**

A. Driver's License

All employees shall maintain a valid driver's license at all times. Each employee shall have a valid driver's license in his-/her possession whenever the employee is on duty. The Town shall annually require each employee to produce a valid, current driver's license for inspection.

Should an employee's driver's license be suspended or revoked for any reason, the employee must immediately report such to the DPW Superintendent.

Violations of these requirements regarding driver's licenses may result in discipline, up to and including termination of employment. The Town may

place an employee who has had his/her driver's license(s) suspended on light duty for the length of the suspension.

DPW Grade 1 employees hired after July 1, 2005 shall be required to possess a valid Commonwealth of Massachusetts Commercial Driver's License (CDL). DPW employees hired after July 1, 2023 shall be required to possess a valid Class 1, ~~1C/2A~~ Commonwealth of Massachusetts Hydraulic/Hoisting License. DPW employees hired after July 1, 2021 shall have three years to acquire both a CDL and a Hydraulic/Hoisting License from their date of hire. Employees that must possess a valid hoisting license, CDL, or hydraulics license must be responsible for maintaining the training necessary to keep their licenses current. The Town shall pay employees, who require those licenses as a condition of their employment, an annual stipend of ~~eight hundred and fifty dollars (\$850)~~ nine hundred and fifty dollars (\$950) to help maintain their licensure and professional development. Professional development incentive shall be paid the first pay period of the month of December in each applicable fiscal year. Any employee holding an active license, endorsement or certification beyond the 1C/2A as required shall receive an additional \$100.00 annually for each such license, endorsement or certification.

B. Health and Wellness

The Town shall devise a Health and Wellness training program to assist Local 877 members on healthy life style decisions, stress management, and job-related communication. These sessions shall take place during the work day, twice per year.

C. Town Maintenance Garage

~~The Town and Local 877 agree that the Town will hire an additional Grade 3 Assistant Mechanic and that~~ the mechanics' garage will now perform regular maintenance and repairs to all Town vehicles excluding fire trucks and school buses.

D. Snow Desk

The responsibility of staffing the snow desk shall be bid on an annual basis with the senior member of Local 877 being given preference. The list shall be done in order of seniority and the bid shall last for the entire winter season.

E. Seasonal Help

Seasonal help shall be defined as an employee that works less than six months per calendar year. Those months are April through October.

F. Discipline

The Employer reserves the right to discharge any employee for just cause. No employee covered under this Agreement shall be discharged, except as hereinafter provided, unless he shall have been given warning notices in writing. Whenever a warning notice is issued by the Employer, a

copy of such notice shall be sent simultaneously to the Union Business Manager. Such notice shall state the complaints of the Employer.

1. Written Verbal Warning: Sunset date file will be removed from employers file ~~(12) twelve months~~ (24) twenty-four months after date of issue providing no additional warning have been issued in that time span.

2. Written Warning: Sunset date file will be removed from employers file ~~(24) twenty-four~~ (36) thirty-six months after date of issue providing no additional warning have been issued in that time span.

3. Written Final Warning: Sunset date file will be removed from employers file ~~(36) thirty-six~~ (48) forty-eight months after date of issue providing no additional warning have been issued in that time span.

Non-compliance with the Department of Transportation SAP program will advance directly to a written final warning. The Department of Transportation SAP program will be followed as outlined with the Department of Transportation.

In the event any employee goes for a period outlined without receiving an official warning, all previous warnings shall be removed from consideration of any proceedings which affect the status of the employee.

No warning notices need be given to an employee before he is discharged, if cause of such discharge is proven [Exceptions to Warning Requirement, Severe Conduct]. All official disciplinary warnings against an employee's record shall be in writing, and a copy thereof shall be given to the Union.

G. Code of Conduct

1. PARTICIPATION IN PUBLIC ONLINE ACTIVITIES AND SOCIAL MEDIA

Employees should always remember that any messages or information sent on Town-provided technology to one or more individuals via an electronic network (for example, internet mailing lists, blogs, bulletin boards, online services, etc.) are statements that can be identified as originating from, and therefore be attributed to, the Town. The Town recognizes that participation in some forums may be important to individuals in the performance of their jobs for research, learning, communication, advertising, networking or other legitimate job-related activities. When communicating using any Town provided technology, when communicating on behalf of the Town, or when accessing any public or social media and discussing the Town in your official capacity as a Town Employee, Employees should adhere to the following guidelines:

- a. No statements or posts should ever be made on behalf of the Town without the authorization of the Town Manager.
- b. No confidential information of the Town should ever be publicly posted or communicated.

- c. No derogatory or embarrassing statements or posts should be made by an Employee in his/her official Town capacity concerning the Town, Town activities or programs, or a Town Employee.
- d. Make sure to respect copyright and patent laws.
- e. Maintain a professional demeanor in your communications.

When accessing social media in your personal capacity using non-Town technology you are still prohibited from speaking on behalf of the Town without Town Manager approval, from posting or communicating confidential Town information and from violating any applicable laws. Be aware that any information that you post publicly (for example, anything on Twitter or on a Facebook account that is open to the public) may be viewed by public officials and may, in appropriate circumstances, be used in disciplinary actions against you. Even when you are communicating in your personal capacity on your own time over non-Town technology, you can be subject to Town discipline if you engage in conduct unbecoming a Town employee. Conduct unbecoming a Town employee includes creating any publicly available postings or communications in which you use threats, hate speech, racist language, sexist language or other discriminatory, harassing or illegal language. Discipline for such conduct may include suspension or termination from employment. This applies whether or not you are using an account that is in your own name.

2. USING SOCIAL MEDIA AT WORK OR REFLECTIVE ON THE TOWN OF RANDOLPH

Unless specifically assigned to do so as part of their job function, all employees must refrain from using social media while on work time or while using Town equipment. Unless specifically assigned to do so, do not use a Town of Randolph email address or network to register on social networks, blogs or other online tools, and do not use Town of Randolph email addresses or networks for personal use.

3. ANTI-RETALIATION POLICY

Retaliation against Employees for reporting or complaining of any illegal activity in the workplace, including discrimination, harassment or sexual harassment (or for supporting an Employee in making such a report or complaint, or for cooperating in the investigation of a report or complaint) is unlawful and will not be tolerated. Retaliation against Employees for reporting or complaining of any violations of the code of conduct contained in this agreement, (or for supporting an Employee in making such a report or complaint, or for cooperating in the investigation of a report or complaint) will not be tolerated. Employees who violate this Anti-Retaliation Policy will be subject to discipline up to and including termination.

4. MEDIA CONTACTS

Any media inquiries about the Town should be directed to the Town Manager, who will coordinate any media response. Elected officials may speak directly to the media concerning the Town if they wish to do so without consulting the Town

Manager. All other employees, volunteers and Independent Contractors should consult with the Town Manager before making any media statement in their official capacity or on behalf of the Town. The Town Manager may designate other employees to speak with the media concerning particular topics or matters.

5. LEGALLY PROTECTED SPEECH

Nothing in this agreement shall be read to prohibit employees from engaging in legally protected speech.

6. OTHER TYPES OF CONDUCT

Employees are required to conduct themselves in a manner that befits and becomes their roles as public employees. Employees are required to conduct themselves in a manner that complies with all applicable requirements of law. Employees are required to comply with all applicable Town policies and procedures, including policies and procedures about how to conduct oneself in the workplace. The fact that a type of conduct is not specifically mentioned in this agreement does not mean, one way or the other, that that conduct is or is not permissible and no inferences shall be taken, for disciplinary purposes, from the fact that a particular type of conduct is not specifically addressed in this agreement.

H. Term

This agreement shall be in full force and effect from ~~July 1, 2021 through June 30, 2024.~~ July 1, 2024 through June 30, 2027.

In the event that no new agreement is reached prior to the expiration of this agreement, this agreement shall continue in full force and effect until a new agreement is agreed upon by the Municipal Employer and the Employee Organization.

ARTICLE XXVII
EXECUTION OF AGREEMENT

This agreement is subject to ratification by the Union membership and any other necessary approvals, including funding of the cost items by the Randolph Town Council.

Approved, agreed to and executed this _____ day of _____ 2021.

TOWN OF RANDOLPH,
THE MUNICIPAL EMPLOYER,

BY: _____
Brian P. Howard
Town Manager

INTERNATIONAL UNION OF OPERATING
ENGINEERS, AFL-CIO, LOCAL 877,
THE EMPLOYEE ORGNIZATION

BY: _____
PRESIDENT AND BUSINESS MANAGER OF THE
EMPLOYEE ORGANIZATION

Randolph Town Employees, IUOE Local #877

Enrollment Form

Date:_____

Refer to the Collective Bargaining Agreement between the Town of Randolph and the Randolph Town Employees, IUOE Local #877.

Dear Sir or Madam:

Please let this be notice to the Town of Randolph that I wish to participate in the Enhanced Longevity Compensation Plan commencing on the date of _____. I have read Article XV Sections a and b of the current contract and I am aware of the enrollment and participation requirements.

Sincerely,

Member of Local 877

Notary Public

Received by

DPW Superintendent

Date