



A G R E E M E N T

-Between-

**TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters**

-And-

**TOWN OF STOW
(DPW)**

JULY 1, 2022 THROUGH JUNE 30, 2025

**Thomas G. Mari
President/Principal Officer**

**Steven J. South
Secretary-Treasurer**

**Printed & Assembled by
Teamsters Local 25
Office Staff**

***** IMPORTANT *****

**UPON TERMINATION OF EMPLOYMENT,
YOU MUST CALL THE UNION DUES OFFICE AT:**

(617) 241-8825

**TO REQUEST A WITHDRAWAL CARD
IMMEDIATELY, OTHERWISE YOU WILL BE
REQUIRED TO CONTINUE PAYING YOUR
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25
544 MAIN STREET
CHARLESTOWN, MA 02129**

(617) 241-8825

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A G R E E M E N T
TOWN OF STOW
AND
TEAMSTERS LOCAL UNION NO. 25

THIS AGREEMENT made under Sections 178G-178N of Chapter 149 of the General Laws, by and between the Town of Stow, hereinafter called "the Town" or "the Municipal Employer", acting by and through its Town Administrator and Teamsters Local Union No. 25, hereinafter called "the Union".

Excepting those provisions herein which provide otherwise, Teamsters Local Union No. 25 and the Town of Stow, Massachusetts hereby agree to the following:

WITNESSETH

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1
PERSONS COVERED BY THIS AGREEMENT

Section 1. The Town recognizes the Union as the exclusive representative, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, of all full time and regular part time employees in the following classifications as described in The Certification of Written Majority Authorization Case No. WMAM-21-8766 (Commonwealth of MA Department of Labor Relations).

CEMETERY: Including Cemetery Supervisor, Crew Chief, Drivers and laborers

FORESTRY: Including Crew Chief, Drivers and Laborers

HIGHWAY: Including Mechanics, Crew Chief, Drivers, and Laborers

(This was removed when I spoke with the DLR)

EXCLUDING: All Managerial, Confidential, Casual, Clerical, and other employees.

ARTICLE 2 NON-DISCRIMINATION

Section 1. The Municipal Employer and the Union agree not to discriminate in any way against employees covered by the Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, disability, sexual orientation, national origin, gender or age.

Section 2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organization.

Section 3. Neither the town nor the Union shall interfere with, restrain, coerce, intimidate, or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union, or non-membership or nonparticipation in such activity.

ARTICLE 3 UNION SECURITY and UNION DUES

Upon compliance by the union with the necessary statutory requirements, the Town will deduct, the payment of dues by the member of the Union on or after the thirtieth (30th) day following the beginning of such employment or effective date of the Bargaining Agreement, whichever is the later.

The Town agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments to the Local Union having jurisdiction over such employees. Written authorization by the employee must be furnished to the Town via the Union in order for any deductions to commence. Dues deductions will be taken from the first (1st) payroll period of each month and remitted to the Local Union by the second (2nd) payroll period of each month.

Initiation fees shall be \$500 and will be deducted in installments of \$50 each pay period until paid in full. Any other uniform assessments will be deducted based on a schedule agreed upon by the Town and the Union. No deduction shall be made which is prohibited by applicable law. When an employee who is authorized for such deductions is a) not on the payroll during the week in which a deduction is to be made, or b) has no earnings or insufficient earning during that

week, or c) is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Town agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. The Town shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

The Town agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE, for those employees who have provided written authorization. DRIVE shall notify the Town of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Town shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

Stewards:

The Town recognizes the right of the Union to designate a job steward and alternate steward from the Town's seniority list.

The authority of job steward and alternate steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

The investigation and presentation of grievances to the Town's representative in accordance with the provisions of this collective bargaining agreement;

The transmission of such messages and information which shall originate with, and are Authorized by the Local Union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not interfere with the Town's business.

The Town recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Town in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union.

Stewards shall be permitted to reasonable time to investigate, present and process grievances on the property of the Town, without loss of time or pay. Such reasonable time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 3. Indemnification: The Union agrees to indemnify the employer for damages or other financial losses which the Employer may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Employer's compliance with this Article.

ARTICLE 4 MANAGEMENT RIGHTS

The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions, and services of the department. The Town of Stow reserves and retains all powers, authority and prerogatives including, without limitations, the exclusive right of the Employer or his duly designated agent to issue reasonable rules and regulations governing the conduct of the various departments covered by this Agreement, provided that such rules and regulations are not inconsistent with the express provisions of the Agreement and upon mutual agreement with Teamsters Local 25.

The Employer shall have the right to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, and transfer employees for legitimate operational needs; to determine the qualifications of employees, the number of employees and the duties to be performed by them; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, and other property; to determine the number, location, and operation of divisions and departments of the Employer, the assignment of work and the size of composition of the work force provided that such rights shall not be exercised so as to violate any of the provisions of this Agreement or applicable law.

ARTICLE 5 INFORMATION TO BE FURNISHED UNION

- (a) The Municipal Employer shall notify the Union in writing of all promotions, upgrades and reclassifications of bargaining unit employees. The Municipal Employer shall provide the Union with a written list containing the name(s) of employee(s) who have bid on positions within the meaning of Articles 18 (Promotions), 19 (Vacancies), 21

(Temporary Transfers) and 22 (Transfers) of this Agreement upon the closing of the respective application or bidding periods and, shall provide the Union with written or electronic notification as to which employee(s) received such position(s).

The representative of the Union shall sign a receipt or send a confirming email, of all such communications when the same are rendered.

- (b) Consistent with Town Policy and the Massachusetts Personnel Records Law, Chapter 149, Section 52C, where the employee involved has either given prior written authorization, or accompanies a Union representative, the Union representative shall be given access, by the Municipal Employer, at reasonable times to the following the personnel records pertaining to the employee involved:

1. Personnel Pay Card

2. The Personnel File

- (c) The employee assumes any and all risks involved in such disclosure, and no employee of the Town nor the Union nor any of its representatives, shall be held accountable for disclosing information in the files under the circumstances provided for in Article 5.
- (d) The form of written authorization shall be mutually agreed upon by the parties to this Agreement.
- (e) Upon requests, an employee suffering a job-related injury will be provided with a copy of his accident report.

ARTICLE 6

THE WORK OF THE UNIT

No Superintendent, Assistant Superintendent, or other management shall perform the duties of bargaining unit employees, except in case of emergencies.

ARTICLE 7

SNOW PLOWING AND SALTING CONTRACTORS

In a snow situation during which all unit employees have been given an opportunity on a straight time or overtime basis to perform snow plowing and salting work and insufficient unit personnel are available to perform such work then non-unit employees and contractors may be utilized to perform such snow plowing and salting work,

Bargaining Unit employees shall not be forced to go home if plowing/salting contractors are still working.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Any dispute in connection with the interpretation or application of the provisions set forth in this Agreement, or matters involving whether the Town is complying with the express provisions of this Agreement shall constitute grievances under this Article.

Section 2. Grievances shall be processed as follows:

Any grievance must be filed within fourteen (14) calendar days of the event upon which the grievance is based or from the date the employee/s should have had knowledge of the event

Step 1. A grievance shall be presented in writing by the Union on behalf of the aggrieved employee or groups of employees to, the Superintendent, provided the grievance is not in response to a decision or issue made by or involving the Superintendent. Should the grievance be with the Superintendent directly, then the union shall begin with Step 2. The Superintendent shall hear the grievance with the Union and the aggrieved employee(s) within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within ten (10) working days following the conclusion of the hearing.

Step 2. If the grievance is not resolved in Step 1, the Union may submit the grievance to the Town Administrator. The Town Administrator shall hear the grievance with the Union and the aggrieved employee(s) within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within seven (10) calendar working days following the conclusion of the hearing.

Step 3. If the grievance is not resolved in Step 2, the Union may submit the grievance, in writing with the Select Board within fourteen (14) calendar days working days. The Select Board or it's designee shall hear the grievance as presented with the Union and the aggrieved employee(s) within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within ten (10 days) working days following the conclusion of the hearing.

Step 4. If the grievance is not resolved in Step 3, such admission to arbitration must be made within thirty (30) calendar days after the answer from the Select Board. Within the said thirty (30) calendar days, written notice of said submission must be given to the Municipal Employer by delivery in hand or by mail, or email, to the Town Administrator. The arbitrator shall be selected by the mutual agreement of the parties, pursuant to AAA procedures.

Section 3. The parties may mutually agree, in writing, to extend any time limits in the preceding paragraphs.

Section 4. Written submission of grievances shall be on Local 25 grievance forms, and shall be signed by the representative of the Union filing the grievance. If the grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer's representative and the Union representative reaching the adjustment.

Section 5. A written list of Union stewards and other representatives the bargaining unit shall be furnished by the Union to the Municipal Employer immediately after their designation and the Union shall notify the Municipal Employer of any changes.

Section 6. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 7. The arbitrator hereunder shall be without power to alter, amend, add to, recommend any change or changes, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding on both parties, the arbitrator shall submit in writing within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, the decision. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 8. The cost and expenses of arbitration shall be shared equally by the parties.

ARTICLE 9

NO-STRIKE CLAUSE

Section 1. Pursuant to MGL c. 150E, s 9A(a), no employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services required of him by this Agreement. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any such strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employees or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith, and shall in addition, post notice to that effect on the bulletin board or boards in the various departments involved.

Section 3. In consideration of the performance by the union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or

agents for any damages resulting from the unauthorized breach of the Agreements contained in this Article by individual members of the Union.

Section 4. Notice where required under any part of this contract shall be considered adequate if posted by regular mail in the case of the Union to the address as follows: Teamsters Local 25 – 544 Main Street Boston MA 02129 and all legal process will be considered adequately served if the same individuals are duly served.

ARTICLE 10 HOURS OF WORK AND WORK WEEK

Section 1. The guaranteed 8 hour normal work day for employees covered by this Agreement is defined as follows: 6:30 A.M.-2:30 P.M. The guaranteed normal work week for employees covered by this Agreement is defined as follows: Monday through Friday

Section 2. The Municipal Employer and the Union recognize the existence of a guaranteed five (5) day normal work week consisting of forty (40) hours per week.

ARTICLE 11 WAGES

The current wage schedule for employees covered by this Agreement will be increased as follows:

July 1, 2022 – 3%

July 1, 2023 – 3%

July 1, 2024 – 3%

Compensation for overtime worked up to and including Thursday of a given week shall be included in employees pay checks received in the immediately succeeding week.

When overtime wages are due as provided in this section and are not received as expected, the Town, whenever practical, shall cut a separate check to the employee(s) so affected on that given payday. For purposes of payroll calculation, the overtime referenced must have been earned between the preceding Friday through Thursday period.

ARTICLE 12 STIPENDS

The following stipends shall be paid to members of the unit who have provided proper documentation of said certification.

- CPR/AED/First Aid - \$250
- Beaver Trapper - \$750
- CDL A (Grades 3 & 4 only) - \$500
- Pesticide/Herbicide License - \$500
- ASE certification (1-8) - \$100/ certification
- Hoisting license (1 or more) - \$500

Stipends are to be paid annually, in the first paycheck after July 1 of each year.

ARTICLE 13 OVERTIME AND PREMIUM PAY

Employees shall be accorded the following premium compensation.

1. Pay at the rate of time and one-half the normal hourly rate for all hours worked over eight (8) in a normal work day and for all hours worked over forty (40) in a normal work week.
2. Pay at the rate of time and one half the normal hourly rate for all hours of compensable time on Saturday and Sunday. Double time shall also be paid for each hour over 16 hours until the end of said tour of duty.
3. "It is understood that any employee working out of grade, will be compensated at the out of grade rate for all straight time and overtime hours worked, while assigned out of grade duties." The Town will provide information on employees' paychecks regarding the number of overtime hours paid during the pay period.
4. Any employee that is on overtime from 11 PM shall continue to be paid overtime until the start of their regular shift, unless the Governor declares a State of Emergency due to snow. In that instance, overtime will continue at the regular over time rate through the duration of that storm.
5. All paid time shall be considered "time worked" for the purpose of calculating overtime. This shall include sick time, vacation, personal days, bereavement leave, jury duty, etc.

ARTICLE 14 OVERTIME ASSIGNMENT

Section 1. Overtime assignments shall be rotated within each job classification so that all employees will have an equal opportunity to acquire overtime work.

In addition, the bargaining unit employees from all departments shall be afforded the opportunity to work what overtime is available. However, employees permanently employed in the classification which has the overtime work shall have first choice of job assignments.

Section 2. Each employee shall furnish management with a telephone number at which notification regarding overtime assignments may be received. A failure to respond to such notification given by a representative of the Municipal Employer shall cause the employee to lose his turn on the list. The Municipal Employer may excuse failure to respond if satisfied that the circumstances causing the failure to respond justify such action.

Section 3. Upon being called back to work or called into work shall receive a minimum of four (4) hours at the applicable overtime rate.

Section 4. Employees called in one hour ahead of the start time for their regularly scheduled shift shall be paid time and a half until the start of their regular shift.

Section 5. Where Saturday or Sunday overtime opportunities are known to the Municipal Employer prior to the end of the normal work hours as noted in Article 11 of this Agreement on the immediately preceding Friday, the Municipal Employer shall offer such opportunities to eligible qualified unit employees prior to the end of such normal work hours on the immediately preceding Friday.

Section 6. Upon written request by an employee, such employee, while on vacation, shall be eligible to work overtime during the weekend days prior to and immediately following his vacation.

Section 7. If an employee is out sick, he shall not be eligible for any overtime assignments until he/she returns to work and after he/she completes a full regular tour of duty, unless all employees have been called for said overtime assignment(s), and/or if an emergency situation exists.

ARTICLE 15

HOLIDAY OBSERVANCE

Section 1. All Full Time employees shall be entitled to twelve (12) paid holidays in each year, namely: New Years Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and, Christmas Day.

Section 2. Holiday benefits are effective immediately upon employment for new permanent employees.

Section 3. Holiday pay shall be computed on the basis of eight (8) hours at the employees regular rate of pay.

Section 4. In order to qualify for compensation for any such Holiday, a permanent employee must have worked the last regularly scheduled workday before and the first regularly scheduled workday following the holiday unless excused by the Department Head. Any employee that uses paid time off, including: sick or vacation time, bereavement, jury duty, etc., shall be considered excused for

absences before or after the holiday. A no call/no show shall not be an excused absence and therefore the holiday will not be paid.

Section 5. Employees, who are required to work on a holiday, shall be paid time and a half, in addition to holiday pay.

Section 6. Those who are required to work on Thanksgiving Day and Christmas Day, shall be paid double time for all hours actually worked in addition to their regular holiday pay.

Section 7. Minimum call back hours of four (4) applies.

Section 8. In the event a recognized holiday occurs on a Saturday, the employee will be permitted one day's absence on the preceding Friday, with pay. In the event a recognized holiday occurs on a Sunday, the employee will be permitted one day's absence on the following Monday, with pay.

ARTICLE 16 REST PERIODS

- (a) A member of this Bargaining Unit who has worked sixteen (16) consecutive hours shall be entitled to a four (4) hour rest period with pay at his applicable rate of pay.
- (b) Employees shall receive a fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. The employees shall also have ten (10) minutes washup time at the end of the workday
- (c) Employees covered by this Agreement shall be allowed reasonable break periods and/or suspend any outdoor work they are performing when in the discretion of the Director of Public Works, extremes of temperature may make such actions advisable. The decision of the Director, pursuant to the preceding sentence shall be neither grievable nor arbitrable under the collective bargaining agreement.

ARTICLE 17 PROMOTIONS

Section 1. Employees work records, including but not limited to commendations, awards, disciplinary actions, attendance records, availability for work and job performance shall be reviewed and shall be factor(s) in the promotional process. Where work qualifications and referenced factors are equal, the seniority of the employee(s) shall be the determining factor.

Section 2. Employees who are working out of grade in a higher classification shall be paid at the employee's base wage, plus 3% for each increased grade, and rounded up to the next higher step of the out of grade classification during the period of the assignment.

ARTICLE 18 VACANCIES

- (a) Where a vacancy occurs in any job classification, and if the Town intends to fill that position, the vacancy shall be posted within the 30-day period immediately following the effective date which will be the last day the prior incumbent was on payroll. The Town shall notify the union within the 30-day period after the employee is off payroll, if the Town intends to fill the position. If the vacancy is to be filled, it shall be posted on a bulletin board in department/division (including the cemetery) job areas for employees covered by this agreement. Such positions shall set forth the job title involved and the pay rate therefore and shall be posted for five (5) days. Employees on sick leave, injury leave, vacation, or other authorized leave when a job posting occurs will be sent a copy of such notice.

(b)——

ARTICLE 19 LEAVES OF ABSENCE

SECTION 1. Subject to the operating needs of each department, determined by the appointing authority, leave of absence without loss of pay will be permitted for the following reasons:

- (a) Attendance by the steward or other designee to a conference or seminar or other Union event in each case one (1) employee (or more than one if mutually agreed to by the Town and the Union) for two (2) days' stay. The Business Agent shall notify the superintendent in writing.
- (b) Attendance at hearings in Workmen's Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer.
- (c) 1. Reasonable time for the investigation and processing of grievance by one (1) employee representative;
2. Reasonable time for participation in collective bargaining sessions by no more than two (2) employee representatives;
3. A period not to exceed four (4) hours for preparation of collective bargaining proposals by no more than two (2) employee representatives;

4. The Union shall provide and keep updated a list of such representatives.
- (d) Attendance at educational or training programs required or authorized by the Town.
 - (e) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to transitional duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.
 - (f) Upon employee request, he shall be entitled to the attendance of a Union representative at any meeting convened by any Municipal Employer representative relative to either contemplated or impending discipline or alteration of working conditions. A Union representative will be given time off with pay and without benefit loss for attendance at such meeting and for investigation of matters relevant to such meeting.

ARTICLE 20

DISCIPLINE AND DISCHARGE

Section 1. No employee shall be disciplined or discharged except for the just cause and any dispute regarding such discipline or discharge shall be subject to grievance and arbitration procedures herein before set forth.

ARTICLE 21

RETENTION OF BENEFITS RIGHT AND PRIVILEGES

Section 1. No benefit, right or privilege accorded to employees of the Bargaining Unit effective of January 1, 2022, shall be affected by this agreement except to the extent specifically set forth in the provisions of the collective bargaining agreement. Parties asserting the existence of any such right, privilege or benefit, shall have the burden of proof of establishing the same.

ARTICLE 22

MEDICAL COVERAGE

Section 1. Health and Life Insurance Plan. The Town's Group Health, Life and Accidental Death and Dismemberment Insurance covering employees and their dependents/families as in force on the effective date of this Agreement shall remain in force and effect for the duration of this Agreement.

DENTAL AND VISION ONLY BENEFIT

This Dental and Vision Benefit Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

Commencing with the first day of July, 2022, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Dental and Vision Insurance Plan (hereinafter referred to as the "Dental & Vision Plan") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each week of forty (40) hours, for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$22.00 per week to the Dental & Vision Plan, representing 50% of the full dental and vision benefit premium. The Employee's 50% share at \$22.00 per week shall be made on a pre-tax payroll deduction basis.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours worked.

The Employer shall remit payments to the Fund on the fifteenth (15th) day of the month for the prior month. Payment shall be made to Teamsters Union 25 Health Services & Insurance Plan, 16 Sever Street, Charlestown, MA 02129.

The Employer agrees to and has executed a copy of the Teamsters Union 25 Health Services & Insurance Plan Agreement and Declaration of Trust dated May 2008 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Plan adopted by the Trustees of the Health Plan shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Health Plan as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Health Plan and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Health Plan.

If the Employer shall fail to make contributions to the Health Plan by the second pay period of each month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Health Plan have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and /or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Health Plan and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this section regarding dental and vision contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Health Plan.

Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health Plan and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

It is understood that members of Local Union 25 may only participate in the Teamsters Dental and Vision Benefit and may no longer participate in any other dental or vision plan offered by the Town.

The Town's Group Health insurance shall be in accordance with the Public Employees Committee Memorandum of Agreement dated August 16, 2011.

Section 2. Sick Leave

- (a) Each full-time employee shall be credited with fifteen (15) days sick leave, effective July 1, on a fiscal year basis.
- (b) New employees shall be credited with one and a quarter (1 ¼) sick days per month of service, beginning on their first month of employment. A new employee will be given full credit for the month in which they begin employment for sick leave accrual purposes. New employees shall be entitled to the fifteen days in section 2(a) above on the first July 1 of their employment.
- (c) Sick leave not used in any year shall be cumulative to a total of up to one hundred eighty (180) days.
- (d) Employees shall be allowed to use up to five (5) sick days per fiscal year to care for an immediate family member.
- (e) An employee who is absent because of illness shall be required to notify their superior no later than 15 minutes before the beginning of their work shift. Failure to provide such notification will result in such absence being charged to vacation leave, or leave without pay, at the discretion of the division or department head.

Section 3. For absences in excess of three (3) consecutive days, the Town shall require the employee to present a physicians' certificate. Not applicable when Town knows of any long-term illness or hospitalization.

- c. Proof of illness which results in sick leave in excess of three (3) days shall be established by either a doctor's certificate, or other such means suitable to the department head.
- d. In the event that an employee is entitled to disability compensation, pursuant to the provisions of the Workmen's Compensation Act, he/she may take accrued sick leave benefits to bring total compensation to the full rate of pay provided by the position.
- e. Upon request of the department head, the Select Board may advance sick leave to an employee by an amount not to exceed thirty (30) days. Advanced sick leave shall be repaid to the Town out of leave not used during the following years.
- f. Any employee who is on sick leave will not be allowed to return to duty until they are capable of performing the full duties of employment, except to perform specific transitional duties mutually agreed upon by the department head and employee.
- g. Sick leave will not apply on either a holiday or vacation day where compensation is already being paid.
- h. If an employee leaves Town employment with a sick leave advance liability against his/her record, such liability shall be deducted from accrued earnings.
- i. Accrued sick leave may be used for maternity or paternity purposes.

- j. No payment shall be made for unused sick leave balance upon termination of employment.

ARTICLE 23

SAFETY AND HEALTH

Section 1.

- (a) Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.
- (b) If, in the opinion of the assigned employee, a piece of equipment is unsafe to operate, such employee shall be allowed to immediately take such equipment to the department mechanic and such employee shall not be required to operate such equipment until the equipment is certified as safe by the Mechanic. It is understood that until such equipment is so certified, the employee in question may be assigned alternate equipment and/or duties within his classification.

Employees shall receive required safety gear including,

- 1. hardhats and face shield
- 2. work gloves
- 3. safety goggles/glasses
- 4. 2-piece rain suit
- 5. coveralls
- 6. sound eliminators
- 7. tree safety pants

Employees shall be required to wear these items when appropriate.

The Steward and Director shall establish a committee to pick and agree on uniform items

Section 2. The parties to this Agreement agree to attempt to work out safety rules and regulations during the existence of this contract. In order to propose and implement such safety rules and regulations, the parties agree that a Safety Committee will be created composed of the Superintendent or his designee, a designee of the Town Administrator, and one Highway employee designed by Local 25, as well as the Business Agent, and will meet once per fiscal year.

Section 3. The Town shall make available to employees reflectorized clothing as needed to maintain safe working conditions. Each eligible employee shall be issued one (1) set of insulated rain gear. Said rain gear shall be inscribed with the words 'Town of Stow –Highway'. Worn or damaged rain gear shall be replaced if necessary. No more than one set of rain gear will be issued to any eligible employee per year.

Each employee shall be issued one (1) pair of rubber rain/foul weather boots. Said boots may be replaced if worn or damaged. Worn or damaged rain clothing or boots must be turned in prior to reissuance of the items.

Section 4. The Superintendent shall request a police officer to be assigned to work locations where the Department Head deems this to be necessary to maintain safe working conditions.

Section 5. For the health, welfare and safety of fellow employees and the public any employee whose motor vehicle license is suspended or revoked shall immediately notify the Superintendent or his designee in writing. He/she will not be allowed to operate any motor vehicles or machinery requiring a valid motor vehicle license until such license is restored. Any employee who receives a moving violation summons (speeding, driving under the influence, etc.) shall immediately notify the Superintendent or his designee in writing.

ARTICLE 24 BULLETIN BOARDS

Section 1. Bulletin Board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory, or anything derogatory of the Municipal Employer or any of its Officers or employees.

ARTICLE 25 STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

Section 3. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction all other provisions of this Agreement shall remain in force for the duration of the Agreement.

ARTICLE 26 VACATIONS

Section 1. All fulltime permanent employees shall be entitled to vacation leave based on the length of continuous service as follows:

<u>Length of Service</u>	<u>Vacation</u>
1 month - 5 years	1 day monthly / 12 days annually
After 5 years	1 ½ days monthly / 18 days annually
After 10 years	2 days monthly / 24 days annually
After 20 years	2 1/12 days monthly / 25 days annually

- a. Up to 2 days per year of accrued vacation leave will be considered “personal time.”
- b. Eligibility is determined by anniversary date of employment.
- c. The maximum number of days carried as accrued vacation leave into a new fiscal year is limited to the number of days accrued during the prior fiscal year
- d. If a holiday occurs while an employee is on vacation, that day will not be deducted from vacation leave.
- e. If an employee becomes ill while on vacation, vacation leave continues to apply.
- f. Vacation leave must be taken in increments of at least one-quarter day.
- g. Each department head shall schedule the vacations of employees within the department so as to cause the least interference with department operations, while giving preference to those employees with maximum seniority.
- h. A terminated employee shall be paid for all vacation leave accrued but not taken as of the date of their termination.

Section 2. Upon an employee's separation of employment, voluntary retirement or death, , shall receive their prorated vacation pay entitlement for the calendar year in which such termination, retirement or death occurs. In the event of death, any vacation pay entitlement shall be paid to the employee's estate.

ARTICLE 27 LONGEVITY

Any Employee who has served five (5) years or more, **in the Highway Department, including Cemetery**, shall receive a longevity benefit of \$250 per each year served beyond five (5) years

to a maximum of \$1,000. The longevity benefit received, as defined by this agreement, will be dispersed to the employees annually, in one lump sum, in the month of December each year.

ARTICLE 28

BEREAVEMENT LEAVE

Bereavement Leave - An absence with pay, to the extent necessary but not to exceed five (5) days, is granted in case of death of an immediate member of an employee's family (spouse, child, father, mother, sister, brother, grandchildren, or grandparents.) An absence with pay of three (3) days is granted in case of death of an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in law. Any additional bereavement leave may be granted at the discretion of the Assistant Town Administrator/HR Director.

ARTICLE 29

CLOTHING/BOOT ALLOWANCE

The Town agrees to provide the following clothing on an annual basis:

- 10 t-shirts (long or short sleeve)
- 1 Sweatshirt
- 1 Winter jacket with removable fleece lining (option for a 2nd sweatshirt in lieu of jacket)
- 1 Winter hat

In addition to the above, the Town will provide 10 pants and 2 button down work shirts through the Town's cleaning service.

It is the understanding of the Bargaining Unit Members that they must wear the provided pants and shirt each workday.

All employees shall receive a Boot allowance of two hundred and fifty (\$250) dollars per fiscal year at High Country Work Wear or another vendor as designated the Town and approved by the Assistant Town Administrator.

ARTICLE 30

REQUIRED LICENSES

The Town Agrees to pay the license fee for any license the Town requires the employee to obtain or retain in order to perform his work for the Town, excluding Class 3 motor vehicle licenses.

ARTICLE 31

TRAINING FUND

The Town and Union shall have a training program for the bargaining unit. This training program shall be conducted by qualified personnel of the Union or by outside trainers if certain trainings are not offered by the Union. It is intended that this training program be conducted

during the normal workday hours as defined in Article 11 of this Agreement. When it becomes necessary to conduct the training functions during hours other than the employee's normal workday hours, bargaining unit personnel performing the training function shall be compensated for such service performed beyond their normal hours at the applicable contract rate as set forth in Article 13 of this Agreement.

Section 1. Commencing with the 1st day of July, 2022, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local 25 Training Fund (hereinafter referred to as the "Training Fund") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a full-time, part-time, probationary, temporary or casual employee, irrespective of his status as a member or non-member of Local Union 25, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of **\$0.10** per hour to the Training Fund from the first hour of employment, up to a maximum of forty (40) hours per week.

The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of all regular employees who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable, provided however, that contributions shall be payable from the first hour of employment, up to a maximum of forty (40) hours per week.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours per week for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of thirty-two (32) hours for each such week until the employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

There shall be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Training Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Training Fund must be made for each hour worked on each employee, even though such employee may work only part time under the provisions of this contract.

In the case of employees paid on a mileage basis, the numbers of hours of contribution to the Training Fund shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pick-up and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

Section 2. The Employer agrees to and has executed a copy of the Teamsters Local 25 Training Fund Agreement and Declaration of Trust and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

Section 3. The parties agree that the Plan adopted by the Trustees of the Training Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Training Fund as a deduction for income tax purposes.

Section 4. It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Training Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Training Fund.

If the Employer shall fail to make contributions to the Training Fund by the tenth (10th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Training Fund have been under-reported and/or underpaid fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Training Fund and/or the Local Union, the Local Union and any of its representatives shall have no right to modify, reduce or forgive the Employer with respect

to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

Section 5. No oral or written modification of this section regarding Training Fund contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the Trustees of the Training Fund.

ARTICLE 32 JURY DUTY

- a. A permanent employee called for jury duty on days falling within his or her regular work period is eligible for jury leave.
- b. An employee on jury leave shall be paid by the Town with official court documentation provided. .
- c. For employees paid on an hourly rate, pay is based on the number of hours normally scheduled on those days.
- d. Jury leave benefits are effective immediately upon employment for new permanent employees.

ARTICLE 33 MILITARY LEAVE


- a. A permanent employee who is in the military reserve is eligible for military leave.
- b. An employee on military leave shall be paid the difference (if any) between the compensation he or she would have received and his or her military pay.
- c. For employees paid on an hourly rate, pay is based on the number of hours normally scheduled on those days.
- d. Paid military leave is limited to a period not to exceed two weeks in any twelve-month period.
- e. Paid military leave does not apply to an employee who may be mobilized during an emergency.
- f. Military leave benefits are effective immediately upon employment for new permanent employees.

**ARTICLE 34
DURATION AND RENEWAL**

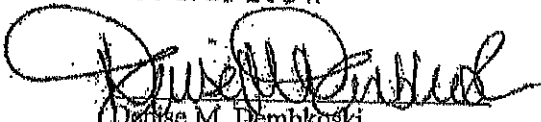
Section 1. This Agreement and all non-financial terms, shall be in effect as of July 1, 2022, and continue in full force and effect until June 30, 2025, or until a new Agreement is thereafter executed.

Either party to this Agreement may in writing notify the other party by January 1, 2025, of its intent to negotiate the terms of a new Agreement.

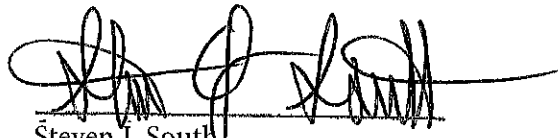
Teamsters Local Union No. 25


Thomas G. Mari
President/Principal Officer

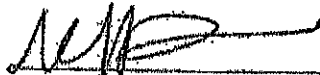
TOWN OF STOW

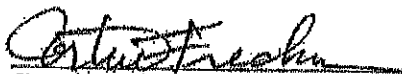

Denise M. Dembowski
Town Administrator

Date


Steven J. South
Secretary-Treasurer
July 15, 2022
Date

Select Board


Megan Birch-McMichael, Chair


Cortni Frecha


Ingeborg Hegemann, Clerk


Ellen S. Sturgis

July 12, 2022
Date

Wage Schedule
July 1, 2022

Grade	1 Entry Level Laborer	2 MEO *	3 HMEO ** Tree Worker	4 Crew Chief Mechanic Cemetery Supervisor
Step 1	22.22	24.88	27.37	30.66
Step 2	22.77	25.51	28.06	31.42
Step 3	23.34	26.14	28.76	32.21
Step 4	23.93	26.80	29.48	33.01
Step 5	24.52	27.47	30.21	33.84
Step 6	25.14	28.15	30.97	34.68
Step 7	25.77	28.86	31.74	35.55
Step 8	26.41	29.58	32.54	36.44
Step 9	27.07	30.32	33.35	37.35
Step 10	27.75	31.08	34.18	38.29
Step 11	28.44	31.85	35.04	39.24
Step 12	29.15	32.65	35.91	40.22
Step 13	29.88	33.47	36.81	41.23
Step 14	30.63	34.30	37.73	42.26

* MEO Requires a CDL Class B

** HMEO Requires a CDL Class A

Wage Schedule
July 1, 2023

Grade	1 Entry Level Laborer	2 MEO *	3 HMEO ** Tree Worker	4 Crew Chief Mechanic Cemetery Supervisor
Step 1	22.89	25.63	28.20	31.58
Step 2	23.46	26.27	28.90	32.37
Step 3	24.05	26.93	29.62	33.18
Step 4	24.65	27.60	30.36	34.01
Step 5	25.26	28.29	31.12	34.86
Step 6	25.89	29.00	31.90	35.73
Step 7	26.54	29.73	32.70	36.62
Step 8	27.20	30.47	33.52	37.54
Step 9	27.89	31.23	34.35	38.48
Step 10	28.58	32.01	35.21	39.44
Step 11	29.30	32.81	36.09	40.42
Step 12	30.03	33.63	37.00	41.44
Step 13	30.78	34.47	37.92	42.47
Step 14	31.55	35.34	38.87	43.53

* MEO Requires a CDL Class B

** HMEO Requires a CDL Class A

Wage Schedule
July 1, 2024

Grade	1 Entry Level Laborer	2 MEO *	3 HMEO ** Tree Worker	4 Crew Chief Mechanic Cemetery Supervisor
Step 1	23.57	26.40	29.04	32.52
Step 2	24.16	27.06	29.76	33.34
Step 3	24.76	27.73	30.51	34.17
Step 4	25.38	28.43	31.27	35.02
Step 5	26.02	29.14	32.05	35.90
Step 6	26.67	29.87	32.85	36.80
Step 7	27.33	30.61	33.68	37.72
Step 8	28.02	31.38	34.52	38.66
Step 9	28.72	32.16	35.38	39.63
Step 10	29.44	32.97	36.26	40.62
Step 11	30.17	33.79	37.17	41.63
Step 12	30.93	34.64	38.10	42.67
Step 13	31.70	35.50	39.05	43.74
Step 14	32.49	36.39	40.03	44.83

* MEO Requires a CDL Class B

** HMEO Requires a CDL Class A

***** IMPORTANT *****

**UPON TERMINATION OF EMPLOYMENT,
YOU MUST CALL THE UNION DUES OFFICE AT:**

(617) 241-8825

**TO REQUEST A WITHDRAWAL CARD
IMMEDIATELY, OTHERWISE YOU WILL BE
REQUIRED TO CONTINUE PAYING YOUR
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25
544 MAIN STREET
CHARLESTOWN, MA 02129**

(617) 241-8825

(800) 537-9825

FAX (617) 242-4284