

TOWN OF BRIDGEWATER

OFFICE OF THE TOWN COUNCIL



Budget & Finance Committee Meeting Virtual Meeting via Zoom© Agenda

Committee Members:

*William Wood, Chair
Precinct 6 Councilor*

*Shawn George, Member
Precinct 3 Councilor*

*Dennis Gallagher, Member
Councilor-At-Large*

Location: Virtual Via Zoom©

To Attend Via Video, Click the Link Below:

<https://zoom.us/j/96334606028>

Call In: 1-646-876-9923

Meeting ID: 963 346 060 28

Date & August 3, 2021

Time: 6:00 p.m.

Agenda

- A. Call to Order
- B. Approval of Minutes:
 - May 17, 2021
 - July 20, 2021
- C. Legislation Referred:
 - O-FY21-056: Contract Ratification Local 1700 AFSCME Council 93
- D. Public Comment
- E. Adjourn



Bridgewater Town Council

In Town Council, Tuesday, June 29, 2021

Council Order: O-FY21-056

Introduced By: Town Manager
Date Introduced: June 29, 2021
First Reading: June 29, 2021
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY21-056

Contract Ratification – Local 1700 AFSCME Council 93

ORDERED, in accordance with section 4-2 (15) of the Bridgewater Home Rule Charter, that the Town Council assembled vote to approve the negotiated agreement covering July 1, 2020, through June 30, 2022, with the Local 1700 AFSCME Council 93.

Explanation:

The Town Manager negotiated an agreement with the Local 1700 AFSCME Council 93. An affirmative vote of the Council will approve the contract as presented. A subsequent transfer request will fund the appropriation thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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MEMORANDUM

To: Budget and Finance Committee of the Town Council
From: Michael Dutton, Town Manager
Date: July 12, 2021
Re: AFSCME Contract

The new proposed contract between AFSCME and the Town of Bridgewater is presented for your approval. We have negotiated some beneficial elements to the previous contract.

The most notable changes are that the new proposed contract:

1. The agreement covers 7/1/2020 through 6/30/2022
2. Spells out the means of notifying the union of any discipline to unit members
3. Updates the job posing provisions to align with current practice and preserves management's right to place new employees at any step within the positions grade
4. Updates the provisions concerning union representation pursuant to c. 73 of the Acts of 2019
5. Adds Juneteenth as a town holiday
6. Updates sick leave language to clarify the process when management thinks sick leave is being abused, as well as language concerning how FMLA is to be used and accounted for.
7. Fixes a gender pronoun and clarifies when the boot allowance is to be granted.
8. Grants a \$750 one-time payment to unit members and continues the existing compensation matrix. No COLAs have been granted. (see attached budget impact)
9. Clarifies and documents current practice of hiring retirees when management cannot fill fulltime positions.

As always, I am happy to answer any questions or concerns.

Budget Impact of AFSCME Agreement 7/1/2020 to 6/30/2022

Total Increase over two years	\$33,980.00	2.4% Total
One Time Payment/Non-recurring paid at signing	\$18,750	1.3% of base
Cost of Year One / FY21	\$7,520.83	0.50%
Cost of Year Two / FY22	\$7,708.85	0.50%

**Memorandum of Agreement
Between Town of Bridgewater and AFSCME Council 93**

This Memorandum amends the Collective Bargaining Agreement between the Town of Bridgewater and the Local 1700 AFSCME Council 93 effective through June 30, 2020. Except as may be modified by this MOA, the terms of said agreement, as amended, shall continue in full force and effect through June 30, 2022, effective upon the date of signing.

The following are changes to the Agreement:

Article I: Effective Date

The terms and conditions set forth in this Agreement are effective July 1, 2020 through June 30, 2022 (Two Year Agreement).

By mutual agreement, grammatical and typographical errors and obsolete language will be updated or deleted.

Article VI: Grievance and Arbitration Procedure

The following language is added to Article VI: Upon issuance of discipline, including demotion, suspension, or termination, the Employer will copy written notification sent to the Employee and to the Union.

Article VIII: Job Posting and Bidding

The following language replaces the existing language in Article VIII: When a position covered by this Agreement becomes vacant, such vacancy, shall be posted on the town's web site with copy to the union steward listing the title of the position, salary, location (department) duties and qualifications required whether temporary or permanent. Information of the same shall also be sent to public works department leaders for posting on bulletin boards in the work areas.

This notice of vacancy shall remain posted for three (3) days. Employees interested shall apply in writing within five (5) day period next succeeding the date of first posting.

There shall be a probationary period consisting of ninety (90) working days for new hires. In the event his/her employment is terminated for any reason during said probationary period, such termination shall not be made the subject of a grievance under the terms of this Agreement.

The Town Manager shall have the sole right to place a new hire at any step within the grade and shall consider education, experience, and the Town's needs when placing a new employee within the grade.

Each employee shall be furnished with a copy of his/her job description. All Union job descriptions will be put into the Contract.

Article XI: Union Representatives

The following language replaces the existing language in Article XI: A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their

designation and the Union shall notify the Employer of any changes. The AFSCME local union steward or his/her designee will represent all employees on grievances.

The above shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances.

Per: Chapter 73 of the Acts of 2019 in regard to union activity in the work place.

ARTICLE XV: Holidays

Juneteenth is added as a paid holiday.

Article XVII: Sick Leave

The following language replaces the existing language in Article XVII: Sick leave with pay shall be granted to full-time employees under regular salary basis, such sick leave to be limited to fifteen (15) days annually, provided sick leave may be granted during the first year of full-time employment not to exceed one and one-quarter (1 ¼) days for each month of service. This rule shall not apply to employees paid on a per diem basis.

Notice of absence on account of sick leave shall be given on the first day of such absence to the Department Head.

The Department shall note all absences on the payroll. Sick leave notices must be submitted by each employee, for each day from the first day in order to be compensated for the sick leave.

If out three (3) or longer, a Doctor's Certificate may be requested to be submitted with sick leave notice. Doctor's bills are paid by the employee.

If the Department Head has reason to believe that sick leave is being abused, the Department Head may require satisfactory medical evidence from the employee (see Appendix Request for Medical Verification form, Certification of Health Care Provider for Employee's Serious Health Condition (FMLA), and Appendix Certification of Health Care Provider for Family Member's Serious Health Condition).

This request shall be reduced to writing and shall cite specific reasons for the request.

When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Department head believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.

After being out in excess of five (5) consecutive workdays employee must have a Doctor's Examination and Certificate stating employee is capable of returning to work. If the absence is due to an illness, the employee's own Doctor may certify a return to work. If the absence is due to a workplace injury, the Town may send the employee to the Town doctor. Sick leave notice shall be sent to the payroll officer with the marked payroll stating employee has been paid for sick leave.

Sick leave shall not in any case be granted for more than fifteen (15) days any one year except with the approval of the Town Manager.

The employee may also elect only to receive the worker's compensation. No deductions are made from the worker's compensation check and therefore the employee must make arrangements for voluntary deductions such as health insurance.

The salary compensation under worker's compensation is calculated at 60% of the average weekly wage of the employee. If an employee has accumulated leave and requests to do so, the 40% difference between the worker's compensation pay and their regular pay may be charged to accumulated sick vacation, or compensatory time leave so that the employee receives 100% of his/her weekly gross payroll. Voluntary deductions such as health insurance shall be made from the 40% charged to the employee's accumulated time.

All sick days accumulated at the time of retirement or severance from employment for any reason other than disciplinary shall be compensated at the rate of twenty-five percent (25%) per day at the time of retirement. Employees hired on or after July 1, 2012 will not be eligible for buyback option.

This will be effective with sick leave accrued after August 29, 1984.

Article XVII: Sick Leave

The following is added as a provision of Article XVII: An Appointing Authority shall grant to any employee who has completed his/her probationary period or who has been employed at least three (3) consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of her/his position. For this leave, under the Family and Medical Leave Act, 29 U.S.C. 2611 et seq., and accompanying regulations, 29 C.F.R. Part 825, the Employer will request medical certification at the time the employee gives notice of the need for the leave or within five (5) business days thereafter, or in the case of the unforeseen leave, within five (5) business days after the leave commences. In the event of an unanticipated illness, an employee who returns to work within eight (5) working days of the beginning of their absence will not be required to return doctors certification.

If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her medical leave, that employee shall use such leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.

At the expiration of the medical leave, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of her/his leave. If during the period of the leave, employees in an equivalent position have been laid-off through no fault of their own, the Employer will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or light duty after having been injured during the 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.

During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave

application in all cases is restricted to employees who possess the educational, training, and/or experience requirements established by the Town.

- c. Use of Post Retiree member to cover approved time off by bargaining unit members - Post Retiree member may be used by Town to allow the granting of time off requests by bargaining unit members which may otherwise be denied based on operational needs; such coverage would be for a minimum of three (3) days.

Post Retiree member's rate of pay shall be that of which his or her base hourly rate of pay was prior to retirement. No benefits apply and weekly hours cannot exceed limit set forth by the retirement board.

The Post Retiree member will not be used to postpone the hiring of vacant positions.

Town will provide the Union a record of use of Post Retiree staff as needed, and feasible, to review the operational prudence of this agreement.

This will not negatively affect the current practice in the manner bargaining unit members are scheduled or granted time off.

Dated this 8th day of ^{JUNE} May, 2021

AFSCME Council 93, Local 1799

Bridgewater Town Manager

Paul L Faria

Kimberly Pore

began, provided the employee continue to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Town may recover the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

For the purposes of this Section, a rolling twelve (12) month period will be used, measured backward from the date the leave is used.

ARTICLE XX: Uniform and Protective Clothing

“Clothing Allowance – Boot allowance of \$200 per man” is changed to read, “Clothing Allowance – Boot allowance of \$200 per member per year. New employees shall receive their first boot allowance after the end of the probationary period.”

Article XXIII: Classification Plan and Pay Rates

Effective July 1, 2020:

1. All AFSCME unit members shall receive a \$750 payment within 30 days of ratification of this agreement.
2. The pay matrix will be updated as per the attached Schedule A. Each employee will be assigned to the following steps with an effective date of 07/01/20 (see Schedule B). Some employees will be entitled to retroactive pay (employees who are currently at the top step (12) of the matrix, as identified on Schedule C.
3. Within 60 days after the receipt of the compensation and classification study report, the Town and the union agree to reopen negotiations over classifications and pay rates only.

Article XXXIV: Post-Retirement Work (New Article)

American Federation of State, County and Municipal Employees (AFSCME) agrees to the use of post-retiree members for the purpose of part time seasonal jobs of employment as defined:

1. For the purpose of this agreement, post retiree member will be defined as any retired Bargaining Unit Municipal Employee in (AFSCME) Local 1700 that meets the existing qualifications for DPW that obtain or have required skill / knowledge of the job and possess proper license required.
2. Intermittent staffing means daily and refers to employment based on a day to day need;
3. Post retiree will be scheduled to perform bargaining unit work according to the following criteria:
 - a. Use of Post Retiree member to fill overtime - When an overtime situation exists, department head will first offer overtime to bargain unit members via the voluntary overtime list prior to scheduling Per Diem staff.
 - b. Use of Post Retiree member for vacancies caused by a continuous leave - The Town may use Post Retiree member to temporarily fill vacancies of bargaining unit members who are on an approved continuous leave. Once the bargaining unit member is cleared to report to work, they will be returned to the position they previously held. A continuous leave will be defined as a period of three (3) days or greater, or those reasonably anticipated to be out for less than one year and its