

**Department of Public Works**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**TOWN OF SOUTHBOROUGH**

**And**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME), COUNCIL 93**

**FISCAL YEAR 2026**

**FISCAL YEAR 2027**

**FISCAL YEAR 2028**

**(July 1, 2025, through June 30, 2028)**

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## **ARTICLE 1 AGREEMENT**

This agreement is between the TOWN OF SOUTHBOROUGH, Massachusetts (TOWN) and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 93 (UNION) and shall govern the Town's full-time Department of Public Works employees (excluding clerical employees and management personnel). The Town recognizes the right of such employees to become members of the Union. The Union in turn agrees not to interfere with the rights of the other employees who are non-participants of the Union.

The Union certifies that this collective bargaining agreement is formally executed pursuant to a vote of the majority of all participating employees in the bargaining unit present and in good standing, for all voting capabilities.

## **ARTICLE 2 PAYROLL DEDUCTION OF UNION DUES**

The Town agrees to periodically deduct Union dues from Union employees who authorize such deduction with a completed remittance of the currently adopted AFSCME Council 93 Membership Form provided by the Union. A copy of the completed form is to be retained by the Union as directed. The Town shall remit deductions with an employee roster to whatever address the Union shall direct in writing. The Union shall indemnify and hold harmless the Town from and against any and all claims and liabilities arising out of the deduction and remittance of such. The Town shall not deduct any entry fees.

## **ARTICLE 3 Deductions/New Employee Orientation**

The Town shall allow up to 2 hours for the Union Steward to perform new employee orientation to include completion of the membership form, PEOPLE deduction form, current contract and any applicable Union benefits therein. The Town agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization form. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision.

## **ARTICLE 4** **DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the following meaning unless a different construction is clearly required by the context or by the laws of the Commonwealth:

“Administrative Authority,” the elected or appointed official or board having jurisdiction over a function or activity.

“Base Pay,” for the purposes of determining retirement credits and contributions for Town employees by the Town of Southborough.

The Town shall contribute funds as required for each employee in accordance with the procedures formula established by the Worcester Regional Retirement Board and the by-laws of the Town of Southborough. Contributions shall be made by the Town for:

1. Wages earned during the first eight (8) hours worked in any one day. No contributions will be made for hours worked in excess of 40 hours per week.
2. Any lump sum bonus, which is guaranteed in the collective bargaining agreement in force. An example of lump sum bonuses is longevity pay.
3. Vacation pay, except when paid in lieu of taking vacation.
4. Sick pay.
5. Holiday pay.

Contributions shall be made by the Town only for those hours worked and wages earned by the employee in conjunction with his/her primary position for the Town.

“Classification/Grade,” a group of positions in the department sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used to designate each position allocated to the class, that the same qualifications shall be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same scale of compensation can be made to apply with equity.

“Classification Schedule,” titles in the Schedules specified in this Agreement specifying grades assigned various positions.

“Continuous Full-Time Service,” employment requiring a predetermined minimum work week and uninterrupted except for authorized vacation leave, sick leave, bereavement leave, or other leaves of absence.

“Continuous Employment,” full-time or part-time employment uninterrupted except for authorized vacation, sick, or bereavement leave or other leave of absence.

“Full-Time Employee,” an employee retained in full-time employment (i.e. 40 hours per week).

“Full-Time Employment,” employment for not less than 40 hours per week for fifty-two weeks per annum, minus legal holidays and authorized vacation leave, sick leave, bereavement leave, and other leaves of absence.

“Increment,” the dollar difference between step rates.

“Maximum Rates,” the highest rate in a range, which an employee is entitled to attain.

“Minimum Rate,” the rate in a range, which is normally the hiring rate for a new employee.

“Part-Time Employee,” an employee retained in part-time employment (i.e. less than 40 hours per week).

“Promotion,” a change from a position of lower class and compensation grade to a position with greater responsibilities in a higher class and compensation grade.

“Probationary Employee” an employee who has not actually completed six (6) consecutive calendar months of work in his or her most recent employment with the Town. This time may be extended by an additional 6 months by mutual agreement of the parties, or by the Town exclusively, if the initial six (6) month period does not contain at least ninety (90) days of a winter season (November – March).

“Range,” the dollar difference between minimum and maximum rates.

“Rate,” a sum of money designated as compensation for personal services on an hourly, weekly, monthly, annual or other basis.

“Scheduled Overtime” is work that requires an employee to work specified hours outside of their regularly scheduled shift or work day that the employee can plan for and schedule around and be given 48 hours’ notice.

“Step Rate,” a rate in a range of compensation grade.

“Temporary Employee,” an employee retained in a temporary position as defined herein.

“Temporary Position” or “Seasonal Position,” any position in the Town’s service which requires or is likely to require the service of one incumbent for a period not exceeding six (6) calendar months either on a full-time or part-time basis.

## **ARTICLE 5 TITLES OF POSITIONS**

No person shall be appointed, employed, or paid as an employee in any position subject to the provisions of this Agreement under any title other than those of the Classification Schedule, or under any title other than that of the job, the duties of which are actually performed. The job title in the Classification Schedule shall be the official title for all purposes having to do with the position and shall be used to designate the position in all payrolls, budget estimates, and official reports, and in every other connection involving personnel and fiscal processes.

## **ARTICLE 6 JOB DESCRIPTION AND INTERPRETATIONS**

The DPW Superintendent shall maintain written job descriptions of the position classes in the Classification Schedule of this Agreement, each consisting of a statement describing the essential nature of the work and characteristics that distinguish the class from the other classes. The description for any class shall be construed solely as a means of identification and not as prescribing what the duties or responsibilities of any position shall be, or as modifying or in any way affecting the power of any administrative authority, as otherwise existing, to appoint, to

assign duties to, or to direct and control the work of any employee under the jurisdiction of such authority.

## **ARTICLE 7 NEW OR CLASSIFIED POSITIONS**

The creation of a new position or a change in the classification of an existing position because of a change in the level of work demand shall be determined by the Select Board, acting upon a recommendation initiated by the DPW Superintendent. Nothing in this section will preclude an employee from requesting a classification/compensation review when increased duties and responsibilities have been assumed or assigned to an employee. A recommendation on the request will be presented to the Select Board by the DPW Superintendent.

## **ARTICLE 8 RECLASSIFICATION OF EMPLOYEES**

Reclassification shall be done only with the authority of the Select Board, acting upon a recommendation from the DPW Superintendent.

## **ARTICLE 9 HOURS OF WORK AND OVERTIME**

1. The weekly pay period shall begin at 12:00 a.m., Thursday, and shall end at 11:59 p.m. the following Wednesday. Paychecks shall be issued in accordance with the Town's regular biweekly payroll schedule.

2. For purposes of overtime pay, an employee shall be scheduled for a forty (40) -hour workweek, and each working day shall include a regularly scheduled work shift, hereinafter referred to as "Shift." In emergencies, or as the needs of the Department require, bargaining members may be required to perform overtime work.

All employees shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be posted at the DPW Office.

Overtime is reserved for bargaining unit members except where provided below. Non-bargaining unit employees of the Town of Southborough may be used only after all bargaining unit members have been asked to work overtime. If no bargaining unit or non-bargaining unit

employees agree to take the overtime, the Water and Highway Division employees who are on-call will be required to take the overtime. The DPW Superintendent, and other salaried department employees, may be required to work beyond the regularly scheduled workday and perform work to supplement the bargaining unit employees.

Any employee who shall be called to work either before their Shift, or after their Shift, shall be paid at a rate of time and one-half, except that:

- (a) any Shift employee who works more than twelve (12) hours during a period between 12:00 am and 11:59 pm in a day shall be paid for those additional hours at a double-time rate
- (b) any Shift employee who works from one Shift day into their next Shift day and, who is being paid at a double-time rate, shall continue to be paid at the double-time rate, except for the interruption of their shift, or if that double time employee has an interrupted schedule, excluding their shift, of four (4) or more consecutive hours, then the rate of pay shall commence as in (2) above.
- (c) any Shift employee who is called in on their non-regularly scheduled work shift day shall be paid at the rate of time and one-half for the first eight (8) hours and double time rate thereafter. These non-regularly scheduled work shift employees shall continue to be paid at the double-time rate, except for the interruption of their shift, or if that double time employee has an interrupted schedule, excluding their shift, of four (4) or more consecutive hours, then the rate of pay shall commence as in (2) above.
- (d) In the event an employee is called in to work overtime on a Sunday or one of the legal holidays listed in this Agreement, he/she shall be paid double their usual hourly wage on a Sunday. On a legal holiday listed, this payment will be in addition to his/her regular eight (8) hours pay for the holiday. The double-time rate applies to all employees, even those on call-duty status. Double-time will be paid for the hours actually worked. If the call-out is less than the four (4) hour minimum, the remainder of the minimum call-out will be paid at time and one-half.

(e) If an employee has completed his or her last work shift and is recalled to the Department of Public Works or to any other place, and he or she reports thereto, or if an employee is so recalled on a scheduled day off or during his or her vacation, he or she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay. No additional compensation shall be paid for call-backs occurring within the time period covered by the first call until subsequent calls extend beyond the four (4) hours covered by the original call.

3. Notwithstanding the foregoing provision of this Article, scheduled overtime, outside of the employees regularly scheduled workday, as defined in this agreement, shall be subject to a three (3) hour minimum.

4. The Union and its members, collectively and individually, agree to guarantee that any emergency manpower needs of the Town and/or its individual departments will be met as required by the Town, provided that the Town complies with the other provisions of this Agreement.

If, as the result of responding to emergency conditions, an employee is required to work three (3) consecutive shifts (twenty-four (24) hours), and the next scheduled shift (fourth shift) is the employee's regularly scheduled work shift, said employee will be allowed four (4) hours straight time off with pay if such emergency condition allows same, with the four hours being the first or second four hours of the fourth eight hour shift. For the purpose of computation of overtime payments, this four hours' time off shall be considered as time worked.

5. In lieu of receiving overtime pay, employees may choose to receive compensatory time, subject to the following parameters:

(a) Compensatory time shall be accrued on a time-and-one-half basis in lieu of and consistent with standards for earning time-and-one-half overtime payment as detailed in section 2 of this Article. For example, if an employee works two (2) additional hours above forty (40) in a given pay period, those two (2) hours may translate to three (3) compensatory hours accrued.

- (b) Requests for compensatory time shall be made in writing using the format on the payroll timesheet at the time it is submitted for processing.
- (c) Employees may not carry a balance of more than 24 hours of compensatory time at any given time (equal to 16 hours of overtime multiplied by 1.5 hours); compensatory time not used within 30 days of the date that such compensatory time accrues must be paid out at the overtime rate. Compensatory time shall not carry over from one fiscal year to another.
- (d) The use of compensatory time must be approved by the DPW Superintendent, who may grant such requests if the Department will retain adequate staffing and if it will not have a negative impact upon the operations of the Town, as determined in the sole discretion of the DPW Superintendent.
- (e) Requests to use compensatory time shall be made in the same manner used to request personal and vacation leave.
- (f) Call outs are not subject to the accrual of compensatory time.

## **ARTICLE 10**

### **CALL DUTY**

All full-time employees shall be assigned by management from time to time to call-duty status. The on-call employee shall be available at all times to respond to callouts. The on-call employee shall be available from the beginning of the week (Thursday) until the beginning of the next week (Thursday). Vacation will not be granted to an employee for a work day that they are assigned to call duty. An employee who calls in sick on a day that they are on call will forfeit call pay for that day.

Employees assigned to call duty status shall receive the daily rate of sixty dollars (\$60.00). DPW employees assigned to monitor pumping stations shall receive an additional daily rate of seventy-five dollars (\$75.00) for covering those stations on weekends and holidays. Such stipend shall not be part of base pay for any purpose, subject to the Fair Labor Standards Act.

Employees assigned to a plow and sander crew or a plow crew for seasonal plowing and/or sanding work shall receive a flat stipend of two thousand dollars (\$2,000.00) per season as standby

pay for serving on a plow and sander crew, or a flat stipend of one thousand dollars (\$1,000) per season as standby pay for serving on a plow crew, during the winter season, which runs from approximately the first weekend in November through the last weekend in March. Such stipend shall be paid lump sum on the first full pay period of March, and shall not be part of base pay for any purpose, subject to the Fair Labor Standards Act. Employees receiving said stipend shall be required to respond to perform mandatory overtime for plowing and treatment operations.

## **ARTICLE 11 HOLIDAYS**

Each eligible employee shall receive one day's pay at his/her regular straight time rate for the following holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
President's Day	Juneteenth
Patriots Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	The day after Thanksgiving
	Christmas
	The day before or after Christmas (as determined by the Town's administration)

To be eligible for holiday pay, an employee must work both their regular scheduled day preceding and their regular scheduled day following the holiday, or be excused from work pursuant to the provisions for absences with pay listed in the next Section.

An employee whose regular day off falls on a holiday may elect to have one day off with pay in that week, providing the choice of day does not create more than 4 hours of overtime and is approved by the DPW Superintendent, or may receive holiday pay for the day.

When a holiday falls on a Saturday and, for paid leave purposes, the holiday is observed on a weekday, a call out on the actual holiday will be at the double time rate and a call-out on the observed day will be at time and one half.

## **ARTICLE 12 ABSENCE WITH PAY**

### **1. Sick Leave**

(a) All regular full-time employees shall be entitled to 10 hours per month sick leave per year with unlimited accumulation until June 30, 2009. Any accumulation as of June 30, 2009 which is over 100 days shall be capped at that amount over 100 days. All other employees shall be allowed to accumulate up to 100 days. Pay for each day of sick leave shall be at the rate of a regular day's pay. Absences on account of sickness in excess of that authorized may, at the discretion of the DPW Superintendent, be charged to vacation leave. Sick leave shall be payable only in cases of bona fide illness or non-work-connected accident. At retirement, the Town will pay the employee for twenty percent (20%) of the accumulated sick time. Employees hired after June 30, 2009 shall not be eligible for the 20% payment at retirement.

(b) Employees who, because of sickness or a non-work-connected accident, are absent for a period of more than three (3) days shall be required to present a doctor's certificate to their DPW Superintendent stating the reason and period of time the employee will be absent from work. The above Section is not to be construed by any employee or DPW Superintendent for time off for any sickness caused by over-indulgence in alcohol or narcotics or by his/her misconduct.

(c) An employee may use up to seven (7) days of earned sick leave per fiscal year for the care of a sick family member. The Town may require a medical note prior to approving this leave.

(d) An employee shall earn one (1) additional personal leave day for each period of twelve (12) consecutive months of non-utilization of sick leave. The employee may request verification of leave time from the Town.

2. Military Leave. An employee in full-time employment in the military reserve shall be paid the difference between compensation received while on reserve duty and regular compensation rates paid the employee by the Town. Such payment by the Town shall be limited to a period not to exceed seventeen (17) days in any twelve (12) month period and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

3. Jury Duty.

(a) An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three (3) days, or a part thereof, of such juror service, at his/her regular straight-time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages.

(b) Any employee required to serve on any federal jury on days he or she is scheduled to work, shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate.

An employee seeking compensation in accordance with this Section shall notify the DPW Superintendent after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

4. Court Time Pay. An employee on duty at night or on vacation, furlough or day off who attends, as a witness or other capacity in the performance of his/her duty or on behalf of the Commonwealth or the Town in any criminal case pending in any Court or before any official governmental board or agency, shall be entitled to overtime compensation for every hour or fraction thereof during which he/she was in such attendance or appearance but in no event less than three (3) hours of such overtime pay.

5. Personal Days. Effective July 1 of each fiscal year, each employee shall be entitled to three (3) personal days, which may not be carried over beyond that fiscal year. Personal days will be prorated for new employees. Personal days off may be granted at the discretion of the DPW Superintendent for employees who require time off to attend to personal business that cannot be scheduled outside the normal business day or week.

6. Miscellaneous Paid Time Off. Working time lost from regularly scheduled workdays for such reasons listed below shall be without loss of pay, provided such lost time is with authorization of the DPW Superintendent.

(a) Bereavement Leave. In the event of the death of a spouse, father, mother, children, father-in-law, mother-in-law, brother, sister, domestic partner, or any other person who in the opinion of the DPW Superintendent is closely associated with the employee, the employee shall be entitled to bereavement leave for the purpose of the funeral arrangements and burial of said deceased. For purposes of leave under this subsection, the employee's domestic partner must have resided in the employee's household for at least a year. Leave shall be commensurate with the circumstances and shall be limited to a maximum of five (5) days for a spouse or child and three (3) days for all others as listed above. In the event that travel out of state is required, the DPW Superintendent may authorize two (2) additional days of travel time. In all cases, the DPW Superintendent shall exercise his/her best practical judgment under the particular circumstances in authorizing bereavement leave.

- (b) Inoculation required by the Town.
- (c) Red Cross blood donation authorized by the Department.
- (d) Promotional examinations conducted under rules for promotion to any position in the Town.
- (e) Medical examinations for retirement purposes.
- (f) Attendance at educational programs required or authorized by the Town or Department.

7. Sick, vacation and personal leave may be used in increments of two hours.

## **ARTICLE 13 LEAVE OF ABSENCE**

1. An unpaid leave of absence of up to three months may be granted in the Town's discretion to an employee who makes application to the Town Administrator, and supplies a reason which in the Town's judgment justifies the leave. Leaves of absence may not be taken to seek other employment. If the employee returns within the three months, the leave shall not constitute a break in service unless an extension of leave beyond the three (3) months has been authorized by the Town Administrator.

2. Notwithstanding anything in this Agreement to the contrary, any employee may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA.

Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”) or parental leave pursuant to the Massachusetts Parental Leave Act (“MPLA”).

3. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

4. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee’s child, taking an employee’s child to routine medical or dental appointments, or taking an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.

5. The MPLA provides an employee who has been employed for 3 months as a full time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks’ notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.

6. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee’s own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only

to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the employee would not generally be eligible for sick leave. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the Town has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave, Small Necessities Leave and Parental Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the Town they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

## **ARTICLE 14 VACATIONS**

Employees of this bargaining unit who have been in continuous employ of the Town shall be paid their regular week's pay which constitutes five (5) working days, as vacation pay in accordance with the following schedule:

1 year from starting date of employment up until 5 years of employment	6.666 hours per month
5 years from starting date of employment up until 10 years	10.0 hours per month
10 years from starting date of employment up until 15 years	13.333 hours per month
15 years from starting date of employment	16.666 hours per month

An employee hired before July 1, 2003, shall be eligible, 20 years from starting date of employment and continuing, for 20.0 hours per month of vacation time.

Vacations shall be granted by management at such time as, in its opinion, will cause the least interference with the performance of the regular work of the department. An employee shall be permitted to carry over up to one year's earned vacation. The employee must have the DPW Superintendent's approval to take any portion of the prior year's unused vacation in addition to the days earned in the present fiscal year.

If an employee requests, and the DPW Superintendent and Town Administrator approve, the employee may continue to work and receive up to five (5) days' vacation pay in lieu of his/her vacation. Approval of requests in this instance shall only be granted due to unusual work-related circumstances or other situations that preclude the employee from using their accrued vacation time.

In the event of termination of employment, the employee shall be paid or be entitled to time off with pay, for any accumulated vacation prorated on the basis of service since the employee's preceding vacation. In the event of the death of any employee, any accumulated vacation pay shall be paid to his/her estate.

### **ARTICLE 15 LONGEVITY PAY**

Employees who have been in the continual employment of the Town shall receive a longevity payment in accordance with the following schedule. In no event will existing employees receive any less payment for longevity than they received prior to this Agreement.

After 5 years	\$500 per annum
After 10 years	\$700 per annum
After 15 years	\$900 per annum
After 20 years	\$1100 per annum
After 25 years	\$1300 per annum
After 30 years	\$1500 per annum
After 35 years	\$1800 per annum

### **ARTICLE 16 CLASSIFICATION SCHEDULE**

#### **DEPARTMENT OF PUBLIC WORKS EMPLOYEES GROUP**

<u>Title</u>	<u>Grade</u>
Laborer	1
Truck Driver	2
Transfer Station Assistant	2
Equipment Operator I	3
Water Maintenance Craftsman	3
Equipment Operator II	4
Groundskeeper	4
Mechanic	4
Transfer Station Operator	4
Water Specialist	4

Equipment Operator III	5
Water Specialist II	5
Division Supervisor	6

## ARTICLE 17 WAGE SCHEDULE

### 1. Wage Schedules

The following wage schedule shall become effective July 1, 2025:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	23.22	24.14	24.75	25.37	25.87	26.40	26.91	27.45	28.01
2	25.38	26.41	27.07	27.74	28.29	28.86	29.44	30.03	30.63
3	28.20	29.32	30.06	30.81	31.42	32.04	32.69	33.34	34.01
4	29.56	30.74	31.52	32.29	32.94	33.59	34.27	34.96	35.65
5	31.44	32.70	33.53	34.36	35.05	35.75	36.46	37.19	37.93
6	33.40	34.74	35.61	36.49	37.22	37.99	38.73	39.50	40.29

The following wage schedule shall become effective July 1, 2026:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	24.03	24.99	25.62	26.26	26.78	27.32	27.86	28.41	28.99
2	26.27	27.33	28.02	28.71	29.28	29.87	30.47	31.09	31.70
3	29.19	30.35	31.11	31.89	32.51	33.16	33.84	34.51	35.20
4	30.60	31.81	32.62	33.42	34.09	34.76	35.47	36.18	36.90
5	32.54	33.85	34.70	35.56	36.28	37.00	37.74	38.50	39.26
6	34.57	35.96	36.85	37.77	38.53	39.32	40.08	40.88	41.70

The following wage schedule shall become effective July 1, 2027:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	24.87	25.86	26.51	27.18	27.72	28.28	28.83	29.40	30.00
2	27.19	28.29	29.00	29.71	30.31	30.92	31.53	32.17	32.81
3	30.21	31.41	32.20	33.00	33.65	34.33	35.02	35.72	36.43
4	31.67	32.92	33.76	34.59	35.29	35.98	36.71	37.45	38.19
5	33.67	35.03	35.91	36.81	37.55	38.30	39.06	39.84	40.64
6	35.78	37.22	38.14	39.09	39.88	40.69	41.49	42.31	43.16

### 2. Acting Division Supervisor Pay Differential

Effective July 1, 2016, any employee who is assigned by the DPW Superintendent, and who serves as Division Supervisor for more than two (2) weeks (not including service to cover for Department vacations), shall receive a pay differential in

the amount of \$1.00/hour for the entirety of each such period of service. The differential shall not be part of base pay for any purpose, subject to the Fair Labor Standards Act.

3. Direct Deposit

The Town may require all employees to receive paychecks via direct deposit to a bank designated by the employee.

**ARTICLE 18**  
**LICENSES & STIPENDS FOR LICENSES**

For all persons covered by this Agreement, the DPW Superintendent, at his/her discretion, shall pay for the licenses, which are necessary and essential for the effective and efficient operation of the Public Works Department. The Town shall pay the difference between a Class D license, and a Commercial Driver's License, Class A or B, and air brake add-on.

It is the responsibility of each employee to give a copy of any license required for the position, or any license they are reimbursed by the Town for, to the DPW Superintendent who will keep a copy of the license on file at the DPW office. If a license expires and is not renewed for any reason, or the license is suspended, including driver's license, the employee must notify the DPW Superintendent in writing immediately.

1. The Town of Southborough agrees to pay annually \$25.00 for each Training Contact Hour (TCH) towards Continuing Education Units (CEU), as long as members of the bargaining unit maintain his or her licenses and/or certifications.

2. The Town agrees to pay the following stipends for the Mechanic position in the amount of \$50.00 annually per certification received and maintained:

T1	Gasoline Engines
T2	Diesel Engines
T3	Drive Train
T4	Brakes
T5	Suspension and Steering
T6	Electrical Systems

3. The Town agrees to pay the following annual stipend for the Groundskeeper position so long as the certification is maintained:

Playground Certification      \$100.00

4. The Town agrees to pay a stipend of \$1,000 for one (1) Union employee who holds a Construction Supervisor's License, said amount to be paid annually over 26 pay periods. The Town also agrees to pay the yearly renewal of said License, and the continuing education credits, not to exceed \$350 in any one year.

5. The Town agrees to pay the following stipends for each employee in the Water Division who obtains and maintains certain licenses, as follows: (i) for an employee who obtains and maintains a T-1 Water Treatment License, an annual stipend of \$800.00; (ii) for an employee who obtains and maintains a Distribution 2 License, an annual stipend of \$700.00. These stipends shall be paid in a lump sum as part of the regular payroll during the month of July.

6. The Town agrees to pay an annual stipend of \$2,000.00 for the employee designated by the DPW Superintendent to serve as the DPW Driving Trainer. This stipend shall be paid in a lump sum as part of the regular payroll during the month of July. The DPW Superintendent shall designate no more than one DPW Driving Trainer in any given year.

7. Operations Supervisor.

- (a) The Town agrees to pay an annual stipend of \$10,000.00 for the employee assigned as the Operations Supervisor, which amount shall be paid as part of the regular payroll on a pro rata basis, and included in the regular rate for the purposes of calculating overtime pay pursuant to the federal Fair Labor Standards Act. The employee assigned as the Operations Supervisor will not be eligible for on-call pay. The Town will also assign the Operations Supervisor a take-home vehicle and a Town cell phone for use in connection with Town business.
- (b) The Operations Supervisor assignment shall consist of duties set forth in a job description developed by the Town in consultation with the Union.
- (c) The Operations Supervisor assignment shall be awarded at the discretion of the Town to one of the Division Supervisors in the Department, based on a process determined by the Town, to include an opportunity for eligible employees to submit a letter of interest for consideration by the Town.

(d) The Town shall have the right to discontinue the Operations Supervisor assignment at any time, reassign the duties to another eligible employee, or decline to fill the assignment.8. The Town agrees to pay an annual stipend to an employee who holds and maintains a Commercial Pesticide Certification for the following categories:

8. The Town agrees to pay an annual stipend to an employee who holds and maintains a Commercial Pesticide Certification for the following categories:

- (i) Turf (category 37) - \$500.00
- (ii) Right-of-Way (category 40) - \$500.00

This stipend shall be paid in a lump sum as part of the regular payroll during the month of July. The Town shall recognize no more than two (2) employees for each category in any given year.

## **ARTICLE 19 SPECIAL CLASSIFICATION**

1. If a DPW employee is assigned the duties of the Tree Warden, then he/she shall receive the Tree Warden stipend as specified in the Salary Administration Plan.
2. While performing the duties of the Cemetery Agent, an employee who is assigned the responsibilities of the Cemetery Agent shall receive an annual stipend of \$4,000.00 (Four thousand dollars); said stipend is to be paid bi-weekly as part of the employee's regular pay, pro-rated as may be necessary. The employee assigned the responsibilities of the Cemetery Agent, at the discretion of the DPW Superintendent, shall be responsible for holding office hours outside of the regular work day, by appointment only, for cemetery business, and in a manner to be determined by the DPW Superintendent, provided that such employee shall not hold more than 1 office hour per week. Where the employee assigned the responsibilities of the Cemetery Agent will be on leave for more than two consecutive weeks from his or her employment with the Town, the DPW Superintendent may reassign the responsibilities of the Cemetery Agent to another employee, either temporarily or for the remainder of the calendar year, said stipend to be paid to the employee to whom the duties are assigned.

3. While performing the duties of the Assistant Cemetery Agent, an employee who is assigned the responsibilities of the Assistant Cemetery Agent shall receive an annual stipend of \$2,000.00 (Two thousand dollars); said stipend to be paid bi-weekly as part of the employee's regular pay, pro-rated as may be necessary. Where the employee assigned the responsibilities of the Assistant Cemetery Agent will be on leave for more than two consecutive weeks from his or her employment with the Town, the DPW Superintendent may reassign the responsibilities of the Cemetery Agent to another employee, either temporarily or for the remainder of the calendar year, said stipend to be paid to the employee to whom the duties are assigned. If the Assistant Cemetery Agent is temporarily assigned the position of Cemetery Agent due to the absence of the Cemetery Agent, the Assistant Cemetery Agent shall receive that stipend set forth in Section 2 herein in lieu of the stipend set forth in Section 3.

## **ARTICLE 20 ADJUSTMENT POLICIES**

Every employee subject to this Agreement who is in the continuous full-time service of the Town, computed from the date of his/her latest employment, and who has a satisfactory performance record, which will include the possession of licenses required for the position, shall, after the first six months and annually, one year from the date of the latest increase, thereafter, be eligible for consideration for advance to the next higher step rate, but not more than one step rate in any one twelve-month period until Step 8 is reached, subject to the approval of the DPW Superintendent. Any employee denied such an increase has the right to appeal in writing to the Select Board, which shall confer with both the employee and the DPW Superintendent and shall decide the matter.

## **ARTICLE 21 TRANSFERS AND PROMOTIONS**

When an employee is promoted to a job with a higher rate range, or rate of pay, he/she shall enter it at the minimum of the job rate range or at his/her own rate, whichever is the higher, but in no event at a rate in excess of the maximum for such job. The employee may also receive at the time a one-step increase, provided the maximum for the job is not exceeded, if the DPW Superintendent recommends that the qualifications and performance warrant it and the Select Board or designee approves. If the DPW Superintendent should feel that there should be a trial period before recommending the promotional one-step raise increase, on recommendation of the

DPW Superintendent, the Select Board or designee may approve such a deferred promotional increase at the conclusion of the trial period.

If an employee is transferred to a job with a lower rate range, or rate of pay, he/she shall enter it at his/her own rate or at the maximum rate for the job, whichever is the lower, providing the Select Board or designee approves. The employee shall have a right to appeal and be heard, and the Board or designee shall decide the matter.

If an employee requests in writing a step or grade promotion, the DPW Superintendent must respond in writing within thirty (30) days. If the DPW Superintendent does not respond within thirty (30) days, the Union may appeal directly to the Select Board or designee, who must respond within thirty (30) days from the date of the appeal.

In the case of promotions, the following factors shall be considered: (1) seniority; (2) ability to perform the essential functions of the job, which includes the possession of the required licenses for the position, or the ability to acquire said license(s) within six (6) months of the transfer or promotion; and (3) employment record. Among employees with relatively equal ability and employment record, seniority shall be the governing factor. Otherwise, the three (3) factors shall be given equal weight.

Promotions are made at the recommendation of the DPW Superintendent to the Select Board or designee who have final approval.

## **ARTICLE 22 FRINGE BENEFITS**

So-called “fringe” benefits, such as holidays and vacations with pay, sick leave, and other such matters, are a cost item to the Town and a form of “indirect pay,” and included in the coverage of this Agreement.

## **ARTICLE 23 UNIFORM ALLOWANCE**

1. Employees will be provided with seven (7) short-sleeve shirts, five (5) long-sleeve shirts, 3 sweatshirts annually and one high-visibility jacket issued upon hire - chosen from the options provided by the DPW Superintendent.

2. Each employee shall receive, each fiscal year, a clothing allowance of \$1,000.00 (one thousand dollars), in the form of a stipend through payroll, to purchase clothing. Rain gear will be supplied by the Town, consisting of one raincoat, a hood, one rain pants, and one pair of rubber boots. Replacement of any of these items is at the discretion of the DPW Superintendent.

3. A washer and dryer will be available for employees to wash uniforms. The washer and dryer can only be started before work, at lunch or after work.

4. It is expected that employees will look neat and be identifiable as DPW employees. Employees in attire deemed outside of the accepted uniform parameters by the DPW Superintendent, will be asked to change. If an employee has to leave Southborough to change clothes they will be charged vacation or personal time or unpaid if the employee has no available leave time. The DPW Superintendent reserves the right to make adjustments to the uniform with the input of the Union.

## **ARTICLE 24 INSURANCE**

Notwithstanding the provision of Section 1, Article 22, the Union acknowledges and agrees that the Town may implement a change in health insurance plans for bargaining unit members from "legacy or indemnity plans" to "navigator or benchmark plans" as offered by the Town in accordance with the plans through their insurance providers. In addition, the Town may establish a Health Reimbursement Account in accordance with law. The date of implementation of this provision shall be July 1, 2014, unless all Town and School unions accept these changes prior to, in which case the date of implementation will be as soon as practicable.

The Town shall provide Worker's Compensation. The Town will contribute fifty percent (50%) towards an indemnity plan and seventy-five percent (75%) towards a Health Maintenance Organization (HMO) plan. The Town shall offer dental insurance and life insurance at a cost of fifty percent (50%) to the employee.

The Union acknowledges and agrees that the Town may implement a Health Insurance Opt-out program for bargaining unit members.

## **ARTICLE 24A FLEXIBLE SPENDING ACCOUNTS**

The Town will implement Flexible Spending Accounts and Health Savings Accounts for all interested employees. The accounts will be funded by employee contributions in accordance with the terms of the plan and applicable law. The plan will be administered using an administrator of the Town's choosing.

## **ARTICLE 25 SENIORITY**

1. When, in the Town's judgment, it is necessary to reduce staff or reorganize positions, whether to enhance efficiency, cut costs, or in connection with a change in the Charter or form of government, the Town will endeavor to provide such notice to the Union as is practicable, but in no case less than ten (10) days prior to the date of implementation. The Town shall consider ability, qualifications, work performance, seniority and experience in determining which employees will be retained in the positions that remain.
2. An employee who is laid off is eligible for recall for 18 months from the employee's last day of service prior to layoff. A recalled employee shall have all seniority restored, excluding time not worked due to the layoff.
3. A laid off employee shall be entitled to notification by the Union of any vacancies posted by the Town. An employee subject to recall shall have preference over an equally qualified external candidate for any vacancy at an equal or lesser pay grade than that held by the employee at the time of the layoff.

## **ARTICLE 26 GRIEVANCE PROCEDURE AND ARBITRATION**

The following procedure shall be applicable to any grievance which is defined as a claimed violation of a specific provision of this Agreement.

1. The Steps of the Grievance procedure shall be as follows:

### **STEP 1:**

The employee shall submit the grievance in writing to the DPW Superintendent within 14 calendar days of the date that the employee or the Union knew or, with the exercise of

reasonable diligence, should have known of the occurrence giving rise to the grievance. The DPW Superintendent and the Union may meet to discuss the grievance. If the grievance has not been resolved or responded to within 14 calendar days of receipt by the DPW Superintendent the Union may appeal to the next level.

**STEP 2:**

If the grievance is not resolved in Step 1, the Union may appeal it by giving a written notice of such appeal to the Town Administrator within 14 calendar days after the answer of the DPW Superintendent is due. The Town Administrator and the Union may meet to discuss the grievance. If the grievance has not been resolved or responded to within 14 calendar days of receipt by the Town Administrator, the Union may appeal to the next level.

**STEP 3:**

If the grievance is not settled in Step 2, the Union may request a hearing before the Select Board, by submitting a written request, which may include a written summary of the basis of the grievance, to the Town Administrator within 10 calendar days of the date the Step 2 response is due. The Town Administrator will present the request to the Select Board in executive session at the next available meeting, and shall communicate the Board's decision to the Union in writing within 5 calendar days of the decision. If the decision is a denial of the request, then the Town Administrator's written notification of the denial to the Union shall serve as the Town's Step 3 response for the purposes of this Article. Should the Board agree to hear the grievance, the hearing will be held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the Board elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Board's written Step 3 response shall be due within 30 calendar days after the hearing.

2. In general, letters issued by the Town are not arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee may submit a rebuttal to the letter, which will be kept with the file copy of the letter. Such a rebuttal must be submitted within 15 calendar days of the date that the

letter is delivered. The union may grieve letters of reprimand through Step 3 of the grievance procedure.

3. All grievances filed at Step 1 and 2 of the grievance procedure shall specify:

(a) the particular contract article and section alleged to have been violated;

(b) the facts supporting each alleged violation in reasonable detail;

(c) the date each act or omission violating the Agreement is alleged to have occurred; and,

(d) the remedy sought for each alleged contract violation.

4. The parties agree to follow each of the foregoing steps in the processing of the grievance; and if any step the Town fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Union may appeal the grievance to the next step at the expiration of such time limit. Failure of the Union at any step to process according to the time limits set forth herein shall mean that the Union has waived the grievance, and the right to proceed further. Time limits may be extended by mutual agreement.

5. The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to 20 calendar days before the date the grievance was first presented in writing.

6. Arbitration.

(a) If the dispute or grievance is not settled in the foregoing steps and it involves the claimed violation of an arbitrable provision of this Agreement, then the Union may seek arbitration by filing a written demand for arbitration with the Town. The demand shall be filed with the Town within 30 calendar days of the date on which the Town's answer is due in Step 2, unless Step 3 review has been requested, in which case, the demand must be filed within 30 calendar days of the date on which the Town's answer is due in Step 3. The parties shall make a good faith effort to select a mutually

agreeable arbitrator. If the parties cannot agree on an arbitrator, the Union shall file its demand with The Labor Relations Connection, Inc. (“LRC”) or the American Arbitration Association (“AAA”), as jointly agreed by the parties, after which an arbitrator will be selected in accordance with the policies and procedures of the LRC or AAA, as applicable.

(b) The arbitration proceeding will be conducted under the rules of AAA or LRC, as applicable. The hearing locale shall be within the Town of Southborough, unless otherwise agreed by the parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the Town, the Union, and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes. The arbitrator’s fees and expenses shall be borne equally by both parties.

(c) The arbitrator’s decision shall be final and binding and may be reviewed in court under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not arbitrable under this agreement.”

## **ARTICLE 27 MANAGEMENT RIGHTS**

The management and direction of the working force are the acknowledged functions of management and are vested exclusively in the Town. This includes, but is not limited to, the ability to create new employee classifications; to conduct performance evaluations; to institute changes in technology, equipment, processes and systems; to subcontract work; to alter, add or eliminate existing methods, equipment, facilities, programs and employee classifications; the right to plan, direct, and control operations; to schedule and assign work; to choose the locations

of its facilities, equipment, and departments; to hire and lay-off employees; to suspend, demote, discipline and discharge employees for just cause; to require reasonable hours of overtime; to establish and require employees to observe work rules and regulations; to establish an evaluation instrument, the frequency of evaluations and the conducting of evaluations; to determine and interpret job descriptions; to increase, diminish, change and discontinue operations in whole or in part; to institute technological changes from time to time, or revise processes, systems or equipment from time to time; to alter, add or eliminate existing methods, equipment, facilities or programs; to determine the location, organization, number and training of personnel; to change duties and work assignments from time to time; to grant and schedule leave; to determine which classifications, if any, are to be called in for work at times other than their regular scheduled hours; to determine the qualifications and requirements for the position; to relieve employees due to the incapacity to perform duties or for any other lawful reasons; and to make, amend, and enforce such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary. The Town shall continue to have the right to temporarily assign employees to tasks outside their current job descriptions. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth.

## **ARTICLE 28 MISCELLANEOUS**

During the term of this Agreement, the parties agree that there shall be no strikes, work stoppages, slow-downs, or interference or interruption with the operations by the employees or the Union, and there shall be no lock-outs by the Town.

## **ARTICLE 29 SEPARABILITY PROVISION**

In the event that any provision of this Agreement or application thereof shall be held invalid by the proper authorities, this shall not be construed to affect the validity of any other provision, or application therefor, of this Agreement.

## **ARTICLE 30 NO STRIKES**

1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or any other withholding of services from the Town, including the so-called work to rule, refusal to perform in whole or in part duties of employment however established and the withholding of overtime services. The Union agrees that neither the Union nor any of its officers, agents or members will call, institute, authorize, participate in or sanction any such strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services, including upon termination of this Agreement.
2. Moreover, employees who engage in activity prohibited by this Article shall not be paid for the time involved, nor for any makeup time, which results from such activity. Such employees shall be subject to discipline, up to and including discharge.
3. Violation of Section 1 of this Article or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall be just cause for disciplinary action by the Town against an employee and such other action that the Town may deem appropriate.

## **ARTICLE 31 NON-DISCRIMINATION**

1. The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of any characteristic protected by law, including sex, sexual orientation, as defined by law, age, as defined by law, race, color, religion, handicap, national origin, genetic information or military status, as defined by state law.
2. The parties to this Agreement further agree that they will not discriminate against any bargaining unit member based upon union or non-union membership.

**ARTICLE 32**  
**DURATION OF AGREEMENT**

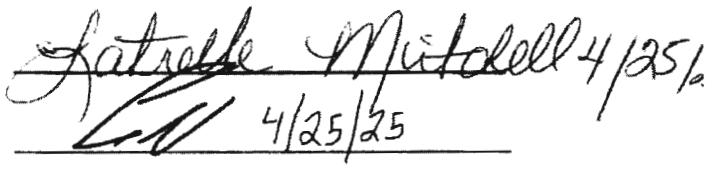
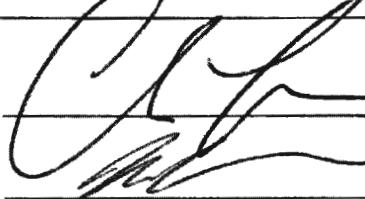
This Agreement shall take effect as of July 1, 2025, unless otherwise provided for, and shall continue in full force and effect up to and including June 30, 2028, and shall terminate on June 30, 2028. The Agreement shall be automatically renewed, however, from year to year thereafter, unless at least ninety (90) days prior to July 1, 2028, either party notifies the other in writing of its desire to change, amend or terminate this Agreement.

EXECUTED as a sealed instrument this 28<sup>th</sup> day of May 2025.

TOWN OF SOUTHBOROUGH  
By Its Select Board

  
Marguerite Landry  
Landry, M. Landry  


AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 93

  
Fatimah Mitchell 4/25/25  
  
4/25/25  
  
4/26/25  
  
4/26/25